



AGENDA – Engineering and Construction Committee

Thursday, April 18, 2024 6:00 PM

Committee Members

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

- I. Roll Call
- II. Approval of the March 21, 2024, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the March 21, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-33-24:** A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Security Equipment and Services from a Sole Source Supplier (**Schneider Electric – Not-to-Exceed \$43,000**)
- V. **Resolution R-35-24:** A Resolution Approving and Ratifying Task Order No. 08 Under a Master Contract with Northern Inspection Services, LLC (**Not-To-Exceed Cost - \$60,005**)

RECOMMENDED MOTION: To recommend approval of Items 2 and 3 of the under the Engineering and Construction Committee Report section of the Commission meeting agenda.

- VI. Other
- VII. Adjournment

Agendas\Engineering\2024\Eng2404.docx

**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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

March 21, 2024

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

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

Committee members absent: J. Fennell and J. Zay

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

Commissioner Bouckaert moved to approve the Minutes of the February 15, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

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

Manager of Water Operations Bostick advised the Committee that High Lift Pump #9 is under repair and tentatively scheduled to be completed by the end of April with installation and start-up is tentatively scheduled for early May.

Regarding R-23-24, Manager of Water Operations Bostick advised the Committee that this action is seeking authorization for the General Manager to purchase Water Quality Analyzers and Panels from a sole source provider, Hach Chemical Company, at a cost not to exceed \$115,000 to replace existing analyzers and panels which have reached the end of their useful life or have become obsolete.

Regarding the ongoing discussions on alternate water sources, Manager of Water Operations Bostick advised the Committee that Carollo Engineers are in process of refining their Alternative Water Supply Source report including revisions to the scale of the facility designs and identification of associated impacts and the revised report is expected at the end of March.

Regarding R-24-24, Manager of Water Operations Bostick advised the Committee that this action seeks authorization for the General Manager to purchase prestressed concrete cylinder pipe (PCCP) adapters from sole source provider, Thompson Pipe Co., at a cost not to exceed \$175,000 and the purpose of the purchase is to maintain an adequate inventory of repair materials for water main repairs.

Regarding R-26-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to authorize the General Manager to purchase hydro-vacuum cleaning services from the lowest bidder, Badger Infrastructure Solutions, at a cost not to exceed \$30,000 for the purpose of maintaining the interiors of various Air Release Valve Vaults.

Manager of Water Operations Bostick advised the Committee that Staff is developing a scope of work and will present a request for proposals at the April Commission meeting for a Commission Quick Response Contractors to perform an exploratory excavation on the East Discharge Main of the DuPage Pump Station and Staff is proposing to undertake this task due to the corroded conditions found on the West Discharge Main in 2023.

Regarding R-27-24, Manager of Water Operations Bostick reported that this resolution seeks approval of Change Order No. 04 for necessary modifications to the SCADA Contract work at a net cost reduction of \$324,105.33, revising the total Contract Price to \$15,546,598.83, resulting in a net decrease of the Contract Value by 2.04%. Manager of Water Operations Bostick advised the Committee that Staff is continuing to find ways to lower project costs while maintaining a robust and secure system.

Engineering Manager Loster reported on the progress of the Emergency Generation System Modifications Project (PSD-10/22) and stated that work is ongoing. Engineering Manager Loster indicated that Resolution R-25-24 appears on the agenda seeking approval of Change Order No. 05 for necessary modifications to the Work at a net cost increase of \$33,213.46, revising the total Contract Price to \$4,212,040.29 for a 1.5% net increase. He explained that this change order encompasses seven different components of the project, including some credits.

Engineering Manager Loster also reported that Resolution R-29-24 appears on the agenda to approve an amendment to Task Order No. 09 with DelasCasas CP, LLC. for design services associated with replacement of galvanic anode beds for rectifiers on the South and Outer Belt Transmission main, which will increase the total cost of work by \$30,000, from \$43,000 to \$73,000. He explained that previous testing efforts have been completed on these pipelines and that there is availability within the current fiscal year to complete the proposed design work.

Engineering Manager Loster provided a WaterLink update, reminding the Commission that the phase I effort is coming to a close and that all Commissioners should all have received a link to the Project Development Report (PDR) via email in advance of the meeting. Engineering Manager Loster advised the Committee that a proposal for Phase II engineering has been submitted by the engineering consultant LAN and Associates (LAN) and has been placed on the agenda for Board approval under resolution R-31-24, with a total cost of just under \$20,000,000. Engineering Manager Loster stated that a meeting was held on March 5th with the WaterLink Communities and design team to discuss the PDR as well as the Phase II proposal and all parties indicated that they were comfortable moving forward with this effort. Engineering Manager Loster further advised the Committee that by separate resolution, (R-30-24), has been placed on the Administration Committee agenda to approve an Intergovernmental Agreement (IGA) between the three WaterLink Communities and the Commission for the proposed Phase II work to establish an escrow account maintained by DWC and funded by the WaterLink communities. He indicated that the three communities have already approved the IGA and have each submitted the first escrow deposit as required, with the second deposit due in September, 2024 and the final deposit due in January, 2025.

Commissioner Saverino inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2 through 8 of the Engineering and Construction Committee portion of the Commission Agenda (Items IV through X on the Engineering and Construction Committee Agenda). Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Commissioner Saverino asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:17 P.M. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2024/ENG240321.doc



MEMORANDUM

To: Paul May – General Manager

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

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

Date: 4/11/2024

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for March 2024 were a total of 1.94 billion gallons. This represents an average daily demand of 62.7 million gallons per day (MGD), which is lower than the March 2023 average day demand of 64.1 MGD. The maximum day demand was 65.5 MGD recorded on March 18, 2024, which is lower than the March 2023 maximum day demand of 72.5 MGD. The minimum day flow was 58.8 MGD.

The recorded total precipitation for March 2024 was 3.33 inches compared to 2.50 inches for March 2023. The level of Lake Michigan for March 2024 is 578.71 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.84 (Feet IGLD 1985) for March 2023.

Operations & Instrumentation Maintenance and Construction Overview

The modernization upgrade of the DuPage Pump Station's single-car elevator is complete, and the elevator is back in service.

High Lift Pump #9 is under repair and tentatively scheduled to be completed by the end of April. Installation and start-up are tentatively scheduled for May.

Six (6) Water Quality Analyzers for the remote tank sites and two (2) Water Distribution Panels for the DuPage Pumping Station were purchased in March 2024, installation is tentatively scheduled to start in May.

An RFBA appears on the agenda to authorize the purchase of one (1) 2024 Ford Transit Van in Fiscal Year 24/25, pending budget approval.

Alternate Water Source Study

Carollo Engineers has submitted Technical Memorandum No. 09 to their Alternative Water Supply Source report which includes revisions to the scale of the facility designs and identification of associated impacts for servicing DWC and NSMJAWA only. The revised report is under review by DWC and MSNJAWA respective staffs and will be shared with the Committee and the entire Board under separate cover.

Pipeline & Remote Facilities Maintenance Overview

Pipeline staff continue inspecting Remote Facilities and Corrosion Protection Test Stations and performing maintenance and corrective work as needed.

Pipeline staff is working with Rossi Contractors, Inc. installing new anodes and reference electrode/coupon assemblies on 72-inch diameter Inner Belt Transmission Main.

Pipeline staff is completing the annual valve exercising program and is preparing to commence the annual air release valve structure inspections.

Pipeline staff continues monitoring I-294 (NB) Tollway construction work in the vicinity of the Commission's 72-inch water main.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The SCADA network equipment installation, configuration, and testing is ongoing and will continue throughout April, while the new AV system was completed the first week of April. The DWC campus control panel replacement is scheduled to begin April 15th and is anticipated to continue into May, and upon completion will transition to the replacement of remote site control panels starting with Lexington. The project is progressing under budget and on schedule.

Resolution R-33-24 appears on the agenda to authorize the General Manager to purchase security equipment from a sole source provider, Schneider Electric, at a cost not to exceed \$43,000. The purpose of the purchase is to match the existing security systems and install cameras and access controls to the newly expanded Generator Facility.

Engineering & Capital Improvement Program Overview

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) Project is ongoing. Generator controls, interior life safety systems, HVAC, and electrical work continue to progress. The contractor will begin to commission generator five in mid-April and overall completion of the project is currently scheduled for June 2024.

Resolution R-35-24 appears on the agenda to approve Task Order No. 08 with Northern Inspection Services, LLC. Task Order No. 08 will authorize the completion of the annual 2024 Cathodic Protection Test Point Survey on all Commission distribution pipelines for a not-to-exceed cost of \$60,005.

WaterLink Communities (Montgomery/Oswego/Yorkville)

An Intergovernmental Agreement (IGA) and contract for the Phase II Engineering effort were both approved by the Commission in March, with the IGA also having been approved by the three WaterLink Communities. Similar to Phase I, the WaterLink Communities will be funding Phase II via three deposits to be made into an escrow account in March (2024), September (2024) and January (2025). With all WaterLink Communities having made the initial deposit, the design team of LAN and Associates (LAN) have been asked to commence Phase II Engineering of the WaterLink Project.

Phase II Engineering entails a more detailed engineering design than that which was completed during Phase I. This requires a more substantial review of existing utilities and the associated conflicts in addition to much greater coordination with utility and property owners, transportation departments, local/highway jurisdictions, etc. To that end, the team recently held a coordination meeting with the Illinois Department of Transportation (IDOT) and will be continuing monthly coordination calls with ComEd as approximately 1/3 of the intended pipe alignment is proposed within ComEd right-of-way. An additional alternatives analysis has also recently been completed regarding the segment of the project near Springbrook Prairie in Naperville. Identified route alternatives required extensive analysis to determine the degree of coordination required with the City of Naperville, DuPage County Forest Preserve and Illinois Nature Preserve Commission, as well as permitting and cost implications for each alternative.

Commission staff continues to work with the LAN team in reviewing and advancing critical path items. These efforts, if successful, will lead to reductions in projects costs, construction duration, and disturbance to the public.

April 2024 Commission Agenda Items:

Resolution R-33-24: A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Security Equipment and Services from a Sole Source Supplier (**Schneider Electric – Not-to-Exceed \$43,000**)

Resolution R-35-24: A Resolution Approving and Ratifying Task Order No. 08 Under a Master Contract with Northern Inspection Services, LLC (**Not-To-Exceed Cost - \$60,005**)

Attachments

1. DuPage Laboratory Bench Sheets for March 2024
2. Water Sales Analysis 01-May-2020 to 29-March-2024
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation
5. WaterLink Status Report

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Mar-24

PER DAY AVERAGE 77,934,519

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
TOTALS (1)	908,560,618,798	934,756,079,656	97.20%	\$2,276,764,461.96	\$2,011,052,552.00	871,082,334	0.09%	97.29%	\$2.51	\$2.151

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Mar-23	24,833,809,000	25,549,187,599	97.20%	128,639,131	109,940,647			\$5.18	\$4.303
Mar-24	24,930,171,000	25,594,203,666	97.41%	134,373,622	115,620,815			\$5.39	\$4.517
	96,362,000	45,016,067		\$5,734,491	\$5,680,168				
	0.4%	0.2%		4.5%	5.2%				
Month									
Mar-23	1,971,974,000	2,026,257,691	97.32%	10,214,825	8,757,453			\$5.18	\$4.322
Mar-24	1,927,795,000	1,971,770,225	97.77%	10,390,815	8,949,831			\$5.39	\$4.539
	(44,179,000)	(54,487,466)		\$175,990	\$192,378				
	-2.2%	-2.7%		1.7%	2.2%				
Mar>Feb	59,620,000	54,900,419		321,352	249,159				

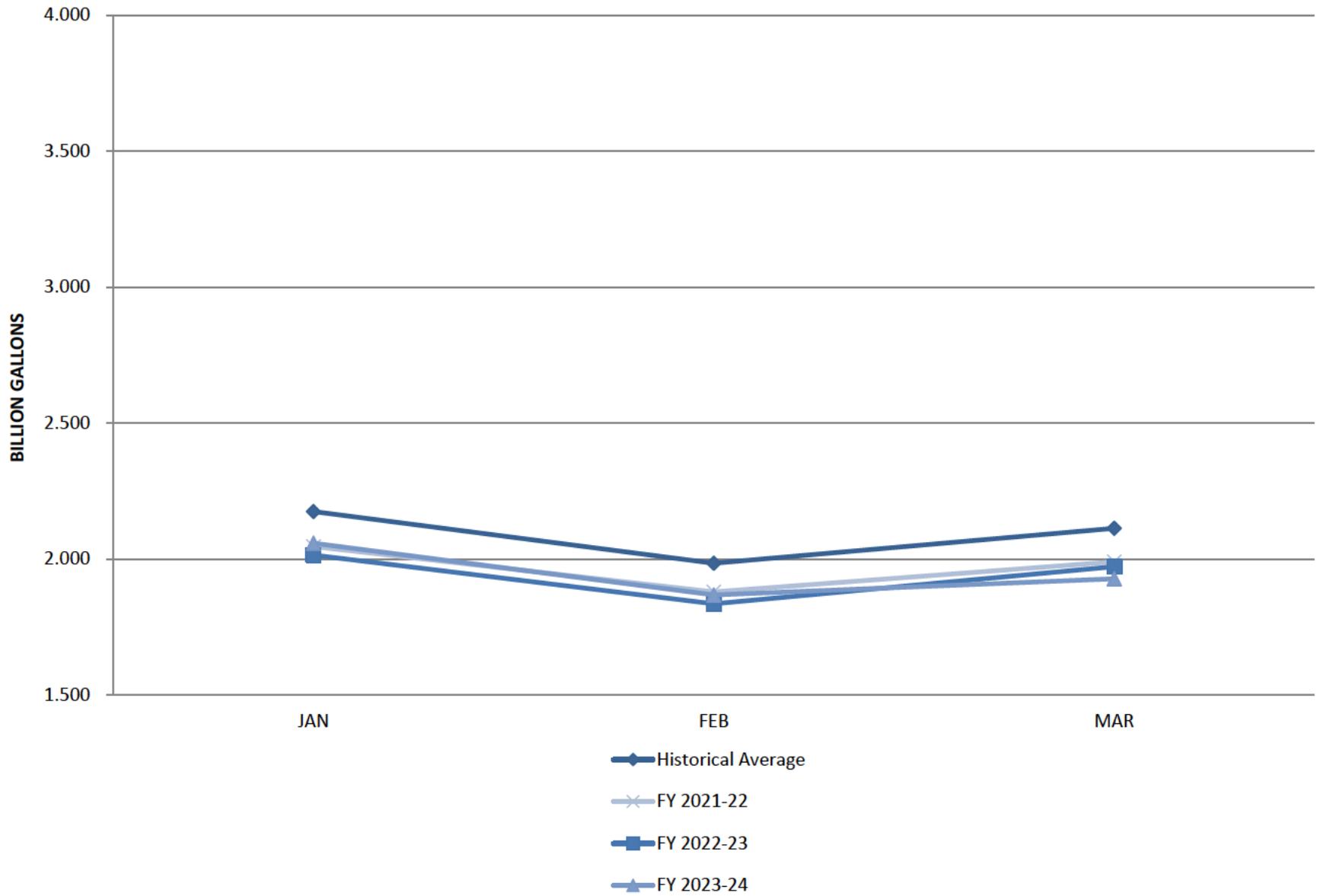
DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
MARCH 2024

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.48	0.11	0.61	1.41	0.10	48	7.5	0.9	0.57	0	AM
2	1.39	0.11	0.59	1.38	0.10	48	7.6	0.9	0.59	0	JS
3	1.36	0.10	0.61	1.33	0.10	48	7.5	0.8	0.57	0	AM
4	1.40	0.10	0.59	1.41	0.11	48	7.6	0.8	0.59	0	AM
5	1.45	0.09	0.60	1.43	0.10	48	7.6	0.8	0.58	0	AM
6	1.39	0.10	0.61	1.42	0.10	48	7.6	0.8	0.59	0	JS
7	1.36	0.09	0.60	1.36	0.10	48	7.5	0.9	0.60	0	JS
8	1.32	0.10	0.59	1.34	0.10	49	7.6	0.9	0.59	0	JS
9	1.40	0.10	0.60	1.40	0.10	49	7.5	0.8	0.57	0	JS
10	1.42	0.09	0.60	1.29	0.09	50	7.4	0.8	0.58	0	RC
11	1.38	0.10	0.61	1.31	0.09	50	7.5	0.9	0.60	0	JS
12	1.34	0.10	0.59	1.33	0.09	51	7.6	0.8	0.59	0	JS
13	1.36	0.09	0.60	1.32	0.09	51	7.6	0.8	0.61	0	KD
14	1.46	0.08	0.61	1.35	0.15	49	7.5	0.7	0.60	0	KD
15	1.38	0.12	0.54	1.47	0.18	50	7.5	0.8	0.59	0	KD
16	1.36	0.07	0.58	1.29	0.08	52	7.5	0.8	0.63	0	RC
17	1.39	0.06	0.63	1.31	0.09	51	7.6	0.8	0.58	0	KD
18	1.37	0.06	0.63	1.27	0.07	52	7.5	0.7	0.60	0	KD
19	1.33	0.06	0.60	1.27	0.07	51	7.6	0.8	0.64	0	KD
20	1.37	0.07	0.57	1.34	0.07	51	7.6	0.7	0.65	0	RC
21	1.41	0.06	0.62	1.26	0.07	52	7.6	0.8	0.61	0	RC
22	1.46	0.07	0.61	1.32	0.08	55	7.7	0.9	0.59	0	RC
23	1.46	0.07	0.58	1.34	0.08	54	7.5	0.7	0.60	0	KD
24	1.42	0.07	0.59	1.33	0.09	55	7.5	0.8	0.61	0	KD
25	1.16	0.07	0.59	1.24	0.08	55	7.5	0.7	0.59	0	RC
26	1.22	0.07	0.61	1.37	0.07	54	7.5	0.8	0.52	0	RC
27	1.32	0.07	0.61	1.30	0.08	53	7.6	0.8	0.62	0	KD
28	1.36	0.07	0.58	1.27	0.07	54	7.6	0.7	0.61	0	KD
29	1.31	0.08	0.61	1.27	0.09	55	7.5	0.8	0.62	0	KD
30	1.32	0.06	0.55	1.25	0.07	56	7.6	0.8	0.57	0	RC
31	1.42	0.06	0.48	1.29	0.08	54	7.6	0.7	0.62	0	RC
AVG.	1.37	0.08	0.59	1.33	0.09	51	7.6	0.8	0.60	0	
MAX.	1.48	0.12	0.63	1.47	0.18	56	7.7	0.9	0.65	0	
MIN.	1.16	0.06	0.48	1.24	0.07	48	7.4	0.7	0.52	0	

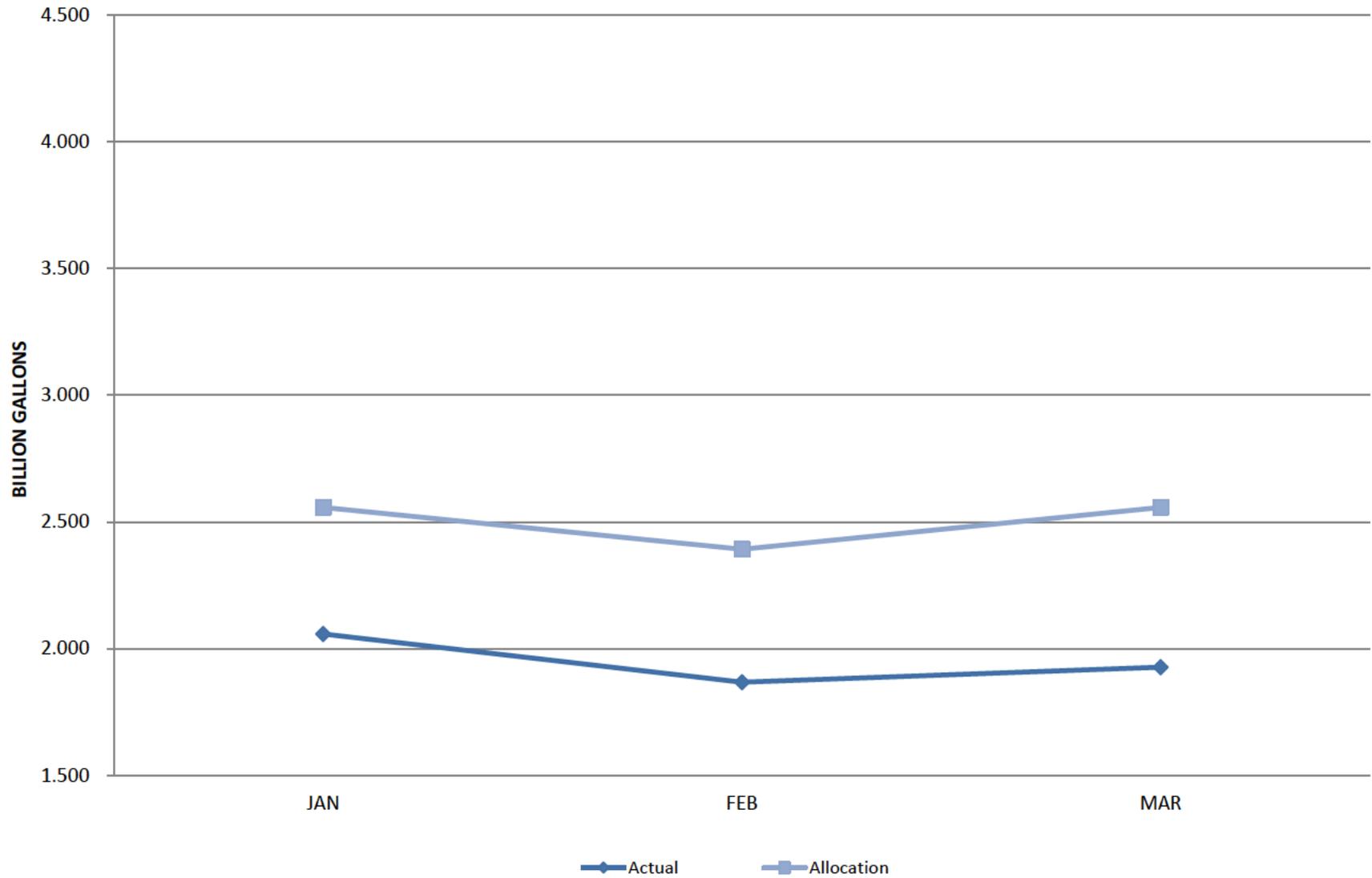
Mike Weed, Operations Supervisor
Illinois ROINC # 186860234

4/5/24
Date

DU PAGE WATER COMMISSION SALES FY 2023-24, 2022-23 & 2021-22 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2023-24 VS. ALLOCATION





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-000

PROJECT: DuPage Water Commission WaterLink Extension

REPORT DATE: March 13, 2024

MEETING DATE: March 21, 2024

I. Progress through March 8, 2024

- A. Field data collection and Surveying.
 - 1. Drilling of geotechnical borings ongoing at two crossings along ComEd property completed 2/8/24.
 - 2. Final cadastral surveying work ongoing.
 - 3. Processing of collected Aerial LIDAR data near completion.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Utility data requests in progress for revised Segment 3 route along IL Route 71.
- C. Revised Draft Project Development Report (PDR) was forwarded to WaterLink communities in February.
 - 1. PDR includes copies of all studies completed during Phase I, as well as route recommendations, hydraulic modeling results, preliminary pipeline plan and profile drawings, and opinions of cost.
 - 2. Comments from WaterLink received on 3/1/24.
 - 3. Review meeting and Phase II discussion with DWC, WaterLink, and Design Team held on 3/5/24.
- D. Ongoing Coordination with ComEd.
 - 1. Conceptual approval from ComEd for placing pipeline along ComEd right-of-way received on 3/11/24.
 - 2. Subsequent design reviews and coordination will be performed during Phase II design.

II. Scope Changes (to date)

- A. Extended ComEd route alternate was included in route evaluation.
 - 1. Additional geotechnical investigation for ComEd extended route across Fox River.
 - 2. Additional survey for ComEd extended route across the Fox River.
 - 3. Titles and plats for all parcels in Extended ComEd Corridor.
- B. Hydraulics workshop added in place of 75th and Book Road connection workshop.



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY





MONTHLY STATUS REPORT

- C. Segment 3 route was changed from Minkler Road to IL Route 71 per DWC based on request from Yorkville (EEI) in order to connect to a lower pressure zone in their system. Cost estimates and preliminary plan and profile drawings were prepared assuming the IL Route 71 alignment.
- D. Additional hydraulic modeling was performed per request from Yorkville and Montgomery (EEI) and direction from DWC.
 - 1. Additional modeling scenarios verified pressure and flow data if the full 2050 average day flow allocation is delivered to a single delivery point (i.e., assuming one tank offline).
 - 2. The hydraulic modeling confirmed this scenario for each WaterLink community.

III. Financials

- A. Total Phase I Contract: \$4,263,649.00 (plus in-progress field services authorized for ComEd Extended Route)
- B. Fee Expended through February 29, 2024:
 - 1. Total: \$3,377,044 (79.2%)
 - a) Basic Services: \$1,945,423 (45.6%)
 - b) Additional Services: \$1,431,622 (33.6%)

IV. Completed Workshops, Meetings and Visits (February-March)

- A. Phase II Design scope and fee review meeting with DWC –March 1, 2024.
- B. WaterLink PDR Review Workshop and Phase II Design Discussion – March 5, 2024.
- C. ComEd Monthly Coordination Meeting – March 6, 2024.

V. Upcoming Tasks & Meetings

- A. Coordination with Forest Preserve District of DuPage County and Illinois Nature Preserve for Book Rd.
- B. ComEd Monthly Coordination Meeting – April 3, 2024.
- C. Preliminary project review meeting with U.S. Army Corps of Engineers for Fox River crossing discussion.
- D. Phase II subsurface utility engineering (SUE) utility locating and potholing.
- E. Phase II topographic surveying and field data collection along final route.
- F. Phase II geotechnical field work.

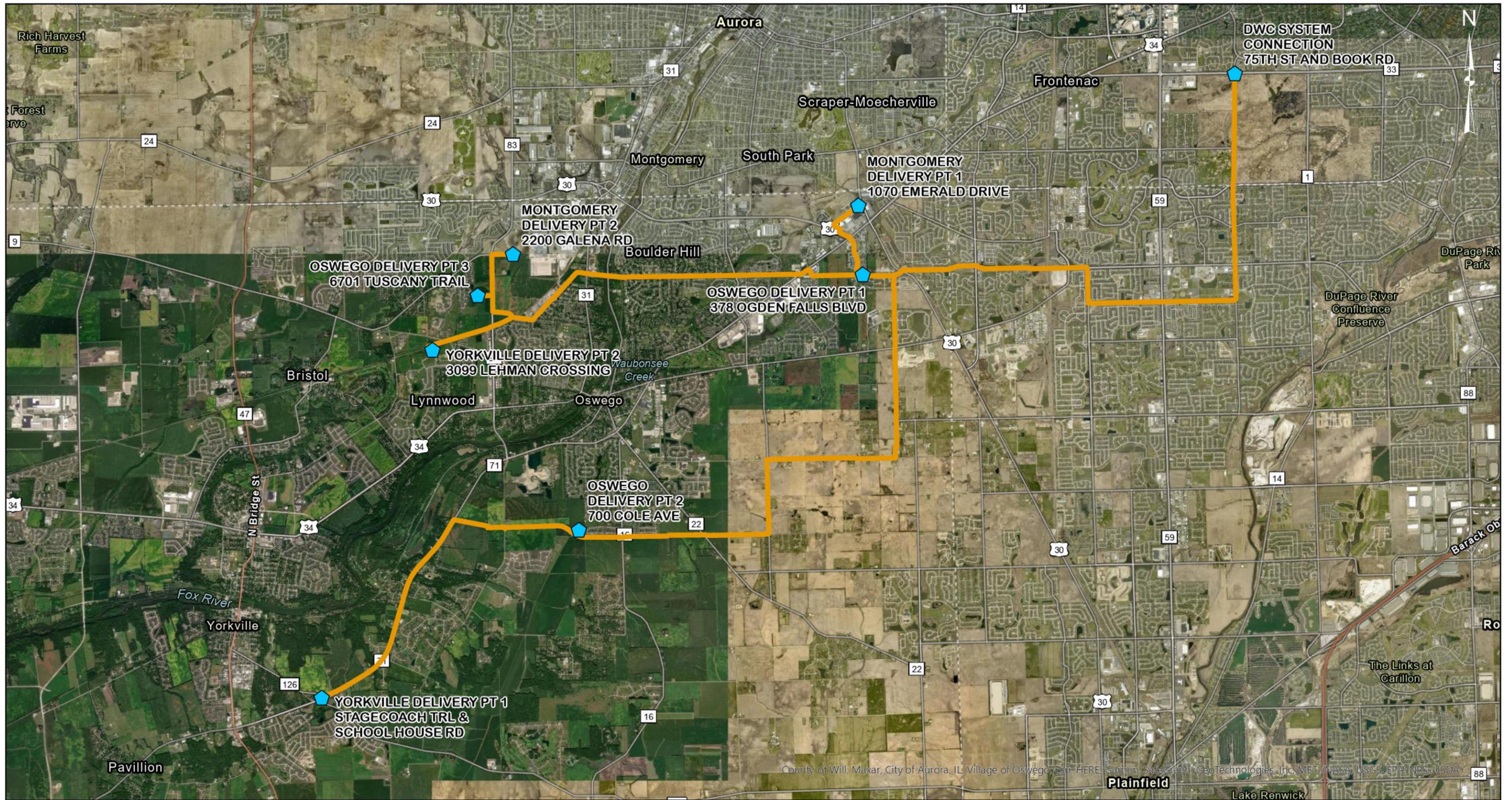


Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

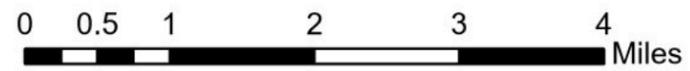


**Cash Flow/Invoicing Forecast - Phase I Services
DuPage Water Commission
WaterLink Extension
March 2024**

Description	Activity through June 30, 2023	Activity through July 31, 2023	Activity through September 01, 2023	Activity through September 29, 2023	Activity through October 31, 2023	Activity through November 30, 2023	Activity through December 31, 2023	Activity through January 31, 2024	Activity through February 29, 2024	Planned
	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024
Basic Services	\$ 95,434	\$ 160,905	\$ 251,845	\$ 196,686	\$ 302,911	\$ 310,567	\$ 381,091	\$ 151,395	\$ 94,589	\$ 300,000
Additional Services	\$ 67,212.00	\$ 361,804	\$ 403,110	\$ 100,162	\$ 97,700	\$ 49,146	\$ 102,503	\$ 121,475	\$ 128,509	\$ 190,000
MONTHLY TOTALS	\$ 162,646	\$ 522,709	\$ 654,956	\$ 296,848	\$ 400,611	\$ 359,713	\$ 483,593	\$ 272,870	\$ 223,098	\$ 490,000
TOTAL PHASE I PROJECTED FEE									\$	3,867,045
TOTAL PHASE I CONTRACT									\$	4,263,649



-  SYSTEM CONNECTION POINT
-  COMED ROUTE



COMED ROUTE ALTERNATIVE OVERALL VIEW

DUPAGE WATER COMMISSION WATERLINK EXTENSION	12/14/2023	FIG. 1
--	------------	--------



Resolution #: R-33-24

Account: 01-60-771700

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/11/2024

Description: **A Resolution Requesting Suspension of Purchasing Procedures and Authorizing the General Manager to Purchase Security Equipment and Services from a Sole Source Supplier.**

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

With the Generator Facility expansion as part of the DPPS Emergency Generation System Modification PSD-10/22 nearing completion, Commission staff is recommending the purchase, installation, and configuration of additional security equipment required for the building.

The Commission has employed the services and support of Schneider Electric for the campus's physical security since 2007, including the security cameras and access control systems. The Commission is replacing and upgrading the security camera and access control systems as part of the SCADA project (PSD-9/21) and is requesting the purchase, installation, and configuration of the same anticipated systems to the Generator Facilities newest building section. This would assure continuity of security technology across the main campus.

Staff recommends the purchase and associated installation and configuration services of three (3) Axis Security Cameras, three (3) AX Access Controllers, five (5) Card Readers, and all the associated mounting hardware and electrical components to monitor and secure the five new doorways and Stairwell added to the Generator Facility as part of PSD-10/22.

Approval of this Resolution would provide for the purchase, installation, and configuration of the new security cameras, door access controls, and shipping costs not to exceed \$43,000.

Recommended Motion:

To Adopt Resolution R-33-24

DUPAGE WATER COMMISSION

RESOLUTION NO. R-33-24

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE SECURITY EQUIPMENT AND SERVICES FROM
A SOLE SOURCE SUPPLIER

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 Security Cameras, Access Control Controllers, Card Readers and Associated Equipment from the Schneider Electric; and

WHEREAS, for ease of maintenance, the commonality of parts and support, staff wishes to directly purchase three (3) Axis Security Cameras, three (3) AX Security Access Controllers, five (5) Access Control Card Readers, including the associated mounting hardware, electrical components, and associated installation and configuration services;

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 three (3) Axis Security Cameras, three (3) AX Security Access Controllers, five (5) Access Control Card Readers, including the associated mounting hardware, electrical components, and installation and configuration services from the Sole Source Supplier, Schneider Electric, in an amount not to exceed \$43,000.

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

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

ADOPTED THIS ___ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-33-24.docx

EXHIBIT 1

April 4th, 2024

DuPage Water Commission
600 Butterfield Rd,
Elmhurst, IL 60126

Proposal # DEB-24-031

RE: Generator Building 5 Door Access Control And 3 Video Surveillance Cameras Add

Dear Denis,

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

Objective:

Install (5) Door Access Control System onto the Generator Building. Connecting to the new Access Expert System. Install (3) Axis Cameras onto the Generator Building. Connecting to the Milestone NVR.

SCHEDULE OF EQUIPMENT

Qty (5): HID SEOS Card Readers, (1) being a Mullion Reader
Qty (3): AX-MR-52 2-Door Reader Interface Modules
Qty (5): REX, Door Contacts and Trim Plates
Qty (5): Access Expert Door Licenses.
Qty (2): Axis Q6315-LE PTZ Cameras
Qty (1): Axis P3265-LV Dome Cameras
Qty (2): Parapet Mounts for PTZ Cameras.
Qty (2): Mounting Kits for PTZ Cameras to the Parapet Mounts
Qty (3): Stainless Steel ACI Adapters
Qty (2): POE Injectors for PTZ Cameras
Qty (1) 4-Port POE Surge Protector.
Qty (3): Schneider Electric Security Expert IP Camera Licenses
Qty (3): Milestone Xprotect Professional+ Device Licenses DL
Qty (27): Milestone 1 Month Care Plus for XProtect Professional+ DL

NOTE: Milestone Care plus for Xprotect Professional+ DL is co-termed for DWC 3/31/2025 renewal date.

NOTE: The 5 Added AX Door licenses puts your License count at 61.

NOTE: The 3 Added AX Camera Licenses puts your License count at 33.

Schneider Electric will provide labor for the following:

- All Device cabling to be supplied and installed by Homestead Electric. Schneider Electric will carry Homestead Electric as their subcontractor.
- All device Installation/mounting/Positioning

- Trim / Terminate all devices.
- Software Setup and Support
- Testing / Commissioning
- Project Management & Coordination
- Lift

Project Cost:

\$ 42,988.00*

Clarifications:

1. The pricing quote is per Schneider Electric scope/clarifications herein. Price(s) cover only materials and services herein based on our interpretation of requirements.
2. Schneider provides our own in-house Union Electricians; additional costs will apply if any special site conditions agreements prevail.
3. All work has been priced for work being completed at the same time during one continuous mobilization.
4. Schneider Electric has not factored in any phasing per breakout price, Schneider Electric assumes to be able to complete the project in one phase. Any remobilization costs due to phasing per breakout price, may be subject to additional fees.
5. One-year labor and part warranty on new equipment and labor.
6. Any adds, moves, changes or additions will be provided at additional cost.
7. All Labor has been bid at straight time, first shift work Monday – Friday 7:00 am – 3:30pm.
8. Cable Pathways, coring, sleeves, and Conduit have been supplied and installed by others.
9. Electronic Strikes have been supplied and installed by others.
10. Excluded any cost related for installation for any fire drop. Which is connectivity from the fire panel to Schneider Electrics Access Control System.

Exclusions & Exceptions:

1. Schneider is unaware of any required permits or inspections normally required for work of this type and have not included any costs in our proposal. Should any Authority having Jurisdiction (AHJ) come forward and require any item that has cost; it shall be added to the project value as a change order.
2. Schneider Electric has no MBE/WEBE participation in this proposal.
3. All patch, paint, or repair to restore surfaces from previous system installations.
4. Replacement of faulty or damaged existing equipment is not included.
5. Permits are not included in this proposal.
6. Premium time.
7. All 120-volt AC power supplied by others.

* Taxes – The prices quoted herein does not include Federal, State, County, City, Sales, Use, Excise, Import, Export, or other similar taxes.

Pricing terms set forth in this proposal shall remain firm only for a period of 30 days.

This quote or proposal is submitted subject to and conditioned upon the terms and conditions being subsequently agreed to between the parties.

If you have any questions, please call me at (630)205-4818.

Sincerely,

Don Bachman

Don Bachman

Service Sales Representative

Schneider Electric Buildings Business

Don.bachman1@se.com

Written acceptance below or providing us your purchase order is required to proceed with preparation of submittals, subject to credit approval by our corporate office. Your signature below indicates your acceptance of the provisions of this proposal, the Terms and Conditions of Sale (consisting of 3 pages) attached, and authorization to proceed.

Firm: _____

Accepted by: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF SALE

900512PITC R07/15/21

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

- 1. Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Customer only modified by written agreement or Company objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Customer may accept the quotation by signing and returning a copy to Company or by returning Customer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Company hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Customer's order, which will be of no force or effect except as may be expressly agreed to by Company in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Company assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Company assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- 2. Payment.** Absent a contrary provision herein, Customer will pay Company monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Customer to Company within thirty (30) days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Customer does not pay Company, through no fault of Company, within seven (7) days from the time payment was due, Company may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Customer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Company may terminate this contract for material breach and all monies due Company for services performed and materials delivered shall be paid upon demand. Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Customer's request, Company will furnish lien waivers as the work progresses.

Company reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Customer's obligation. In event of payment default, Company may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Company's security interest in the goods. At Company's request, Customer will execute any necessary instrument to perfect Company's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Company's net income) that are payable hereunder shall be the responsibility of Customer. If applicable, Customer shall provide Company a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Customer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Company by Customer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Customer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Customer shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Company. Upon Company's receipt of such notification, Company shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Company will not be liable for any claim or back charge where Company has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Company's holidays). If Customer requests Company to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Customer. If Company's work is to be performed on the project site, Customer will afford unrestricted access to Company and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by

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

7. **Delays.** Customer shall prepare all work areas so as to be acceptable for Company's work required hereunder. Customer acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as Company so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Customer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Customer to control, then Customer agrees that it will be liable to Company for all increased costs and damages which Company incurs as a result thereof. Furthermore, if Company is delayed at any time in the progress of the work by any act or neglect of Customer, or by any separate contractor employed by Customer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Company warrants to Customer that all tangible articles manufactured by Company will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Company, Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Company, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Company in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Company shall be borne by Customer. Company warrants that for equipment furnished and or installed, but not manufactured by Company, Company will extend the same warranty terms and conditions which Company receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Company. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Company. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Company or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Company's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company when due. If cause of defect is found not to be Company's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Company's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or as may be required by law. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Company shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Customer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Company may have under construction mechanic or materialmen lien laws. Company shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the jurisdiction in which the project and services are being performed. No credit will be given or premium paid by Company for insurance afforded by others.
13. **Clean Up.** Company agrees to keep the job site clean of debris arising out of its operations. Customer shall not back charge Company for any costs or expenses for clean up or otherwise without prior written notice and Company's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

15. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer

acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

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

17. Cybersecurity.

17.1. **Customer's Obligations for Its Systems:** Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.

17.2. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.

17.3. **Customer's Use of the Products, Software, and Services:** Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.

17.4. **Identification of Cyber Threats:** If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

18. Import and Export.

18.1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and

Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

18.2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

18.3. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.



Resolution #: R-35-24

Account: 01-60-663200

Approvals: *Author / Manager / Finance / Admin*

JH JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 4/11/2024

Description: **A Resolution Approving and Ratifying Task Order No. 08 Under a Master Contract with Northern Inspection Services, LLC**

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into a Master Contract with Northern Inspection Services, LLC for professional engineering services on August 23, 2021, in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-35-24 would approve Task Order No. 08 to the Master Contract:

Task Order No. 08: Corrosion Control Program - 2024 Test Point Survey

Task Order No. 08 would authorize the consultant to conduct a Test Point Survey across the Commission's transmission and distribution system piping, covering a distance of nearly 184 miles.

The Test Point survey work will entail recording data at each one of the Commission's cathodic protection test stations, including pipe-to-soil readings, casing-to-soil readings, anode current readings and electrical isolation testing. A comprehensive report summarizing the results of the data shall be provided to the Commission for review and will include, among other things, an evaluation of data obtained and recommendations for future testing and/or mitigation. To maintain the Commission's efforts with respect to establishing and monitoring corrosion trends and activity over the long term, it is recommended that a Test Point survey be repeated on a yearly basis. The not-to-exceed cost for this Task Order is \$60,005.

Recommended Motion:

To adopt Resolution No. R-35-24.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-35-24

A RESOLUTION APPROVING AND RATIFYING
TASK ORDER NO. 08 UNDER A MASTER CONTRACT WITH NORTHERN INSPECTION SERVICES, LLC

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

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

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

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

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

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

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

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

ADOPTED THIS _____ DAY OF _____, 2024.

James F. Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2024/R-35-24.docx

EXHIBIT 1



847.844.0602



www.nismidwest.com



95 Center Drive
Gilberts, Illinois 60136

CLIENT INFORMATION

DATE: 4/8/2024

COMPANY: DuPage Water Commission
REPRESENTATIVE: Jessica Haney
EMAIL: Haney@dpwc.org
PROPOSAL #: 24-378P
Project Name: 2024 Annual Survey
Project Locations: Various Locations, IL

SCOPE OF WORK

Perform annual survey at provided locations

- Mobilize to project locations
- Take pipe-to-soil readings, bond current, and isolation flanges at provided locations
- Record and report all readings in excel format similar to 2023 report example provided

SUBMITTALS

- Excel format readings

CLIENT TO PROVIDE

- Access to sites

SCHEDULE

- Work will be scheduled upon receipt of signed proposal and work order
- Estimated duration is (40) days plus administrative set up

TOTAL LUMP SUM PROPOSAL

\$60,005.00

TERMS & CONDITIONS

- Mobilization is quoted using travel rates with 7 days advanced notice - failure to provide the minimum advance notice specified in this section may result in additional charges
- Prices quoted herein are valid for a period of 45 days from the date of this proposal
- Payment terms are Net 30 days from the date of NIS invoice
- No provisions have been made for retention in this proposal
- Any change in the scope of work as detailed in this proposal, will allow NIS to revise its quotation
- Any changes to the contracted scope of work shall be reported to NIS management prior to the start of the work
- NIS overtime rates apply after eight (8) hours in a day and for all hours worked on Saturday, Sunday or statutory holiday
- Standby hours for labor and equipment will be charged for a minimum of eight (8) hours per shift, per day, per Time and Material rate sheet
- Shut down with less than 72-hour notice will result in twenty-four (24) hours billing for all personnel and equipment on site
- Shutdown due to inclement weather may be billed at eight (8) hours plus per diem each day
- Daily travel time is charged portal to portal at the applicable rate at the time the travel occurs
- Site specific orientation, testing and/or examination at the direction of the client or the facility owner, will be charged at the applicable labor rate. Fees for training will be billed at cost
- Progress invoices may be issued to assist Client in cost tracking for this project
- Should NIS be required to provide any item not specified in the sections "Scope of Work," additional charges shall apply
- All NIS Terms and Conditions will apply unless otherwise stated herein
- NIS personnel reserve the right not to work in any areas or conditions deemed unsafe

Thank you,

 NIS Representative Date

 Client Representative Date

THIS PROPOSAL EXPIRES ON: 05/23/2024

TASK ORDER NO. 08

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission (“Owner”) and Northern Inspection Services, LLC (“Consultant”) for Professional Engineering Services dated August 23rd, 2021 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Perform the Annual 2024 Test Point Survey for the DuPage Water Commission as delineated in the proposal from Northern Inspection Services, LLC dated April 8th, 2024.

2. **Services of Consultant:**

- A. Test Point Survey Basic Services:
Perform a Test Point Survey on approximately 184 miles of pipeline on the listed DWC Pipelines below:

Line	Test Stations	Distance (feet)	Distance (miles)
TE-1/88	52	47,387	9.0
TE-3/94	48	49,532	9.3
TSW-D/87	51	56,415	10.7
TNW-1/88	84	62,906	12.1
TS-3/88	112	90,822	17.2
TOB-E/87	92	100,749	19.2
TN-1/88	50	69,743	13.2
TS-5/97	53	38,900	7.4
TW-1	36	26,090	4.9
TW-2	50	49,576	9.0
TSW-3/98	30	34,552	6.5
TW-3/17	17	25,072	4.8
NW-1	8	8,611	1.6
BTM-1/20	7	1,210	0.2
yard piping	11	n/a	n/a
FS-3/96	14	12,925	2.5
FN-2/89	49	49,515	9.3
FOB-2/89	77	76,353	14.5
FS-2/89	45	37,391	7.1
FSW-1/89	77	71,505	13.6
FSW-4/89	3	9,171	1.7
FNW-2/89	31	51,788	9.8
Total	997	970,213	183.6

1. Review the initial record drawings, test station locations, test station types, and CP components of the DWC lines included in the Test Point Survey for 2023. Review the existing annual CP Surveys for these lines.
2. Perform field testing during May 15, 2024 to July 15, 2024, when all the power sources in the Chicago area will be synchronously interrupted, to obtain the following:
 - a. ON and OFF Pipe-to-Soil potentials at each test point
 - b. ON and OFF Pipe-to-Soil potentials, current magnitude, and direction at existing bonds.
 - c. Potentials, current direction, and magnitude at the sacrificial anode systems.
 - d. ON and OFF Casing-to-Soil potentials (when applicable).
 - e. ON and OFF potentials to verify electrical isolation (when applicable).
 - f. Make note of any broken parts including shunts or diodes.

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

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

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

None

4. **Commencement Date:**

May 1, 2024

5. **Completion Date:**

August 31, 2024 plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Telephone:

Ron Turner

630-399-3212

8. **Contract Price:**

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

Test Point Survey Services – Not to Exceed \$60,005.00

9. **Payments:**

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

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

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

10. **Special Safety Requirements:**

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

- i. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall

- instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is April 19, 2024.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Haney

Title: Project Engineer

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

E-mail Address: haney@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

NORTHERN INSPECTION SERVICES, LLC

By: _____
Veronica Huckstorf
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ron Turner

Address: 95 Center Drive, Gilberts, IL 60136

E-mail Address: ron.turner@nismidwest.com

Phone: (630)-399-3212