



AGENDA – Engineering and Construction Committee

Thursday, October 17, 2024 6:00 PM

Committee Members

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

- I. Roll Call
- II. Approval of the September 19, 2024, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the September 19, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Resolution R-54-24:** A Resolution Approving Hydro-Vacuum Cleaning Services (**Badger Daylighting Corp. – Not-To-Exceed \$30,000**)
- V. **Resolution R-56-24:** A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) (**Baxter & Woodman/Boller Construction – Revising the Contract Price from \$15,546,598.83 to \$15,577,720.83**)

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 Business
 - a. A presentation regarding project status and anticipated schedule of the WaterLink Pipeline and Connection Facilities construction.
- VII. Adjournment

**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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

September 19, 2024

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

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

Committee members absent: D. Novotny

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

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

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

Manager of Water Operations Bostick advised the Committee that High Lift Pump #9 is operational, however Staff is monitoring the bearing temperature and pump vibration as the bearing oil flow indicator is not consistently indicating that the oil is properly circulating.

Regarding R-42-24, Manager of Water Operations Bostick advised the Committee that this action would allow the purchase of emergency generator system batteries that have reached the end of their useful life and critical spare parts for the newly installed generator control system.

Manager of Water Operations Bostick updated the Committee regarding the City of Chicago's transition from a blended phosphate treatment to an orthophosphate treatment. He indicated that staff has engaged the Cornwell Engineering Group to provide services as needed on behalf of the Commission to ensure that proper measures are being taken before, during and after the City's transition in treatment methodology. Manager of Water Operations Bostick advised the Committee more information is being brought forth from the IEPA and City of Chicago via webinars scheduled on September 23rd and 24th.

Manager of Water Operations Bostick advised the Committee that Commission staff continues to work with Department of Water Management staff regarding items identified in the Lexington Pump Station Condition Assessment.

Regarding the ongoing discussions on alternate water sources, Manager of Water Operations Bostick advised the Committee that Christopher B. Burke Engineering, Ltd. (CBBEL) is in the process of developing a preliminary site plan for the Northbrook property including preliminary site stormwater management strategies, grading and utility plans. Manager of Water Operations Bostick advised the

Committee that a Request for Board Action (RFBA) appears on the agenda to ratify an increase in the purchase order not-to-exceed amount to \$50,000 to continue property maintenance services by Beary Landscaping, Inc. through the end of the fiscal year.

Regarding R-34-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve and ratify Work Authorization Order No. 025 to Quick Response Contractor Benchmark Construction Co. Inc. to perform exploratory excavation, with potential remediation of corrosion, on the 72-inch steel East Discharge piping of the DuPage Pump Station. Manager of Water Operations Bostick advised that any corrosion found requiring remediation would be brought back to the Board for further action.

Regarding R-48-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve and ratify Work Authorization Order No. 028 to Quick Response Contractor Benchmark Construction Co., Inc. Manager of Water Operations Bostick reported that was necessary to perform emergency repairs due to corrosion found on a leaking 16" diameter feeder water main which serviced the Village of Addison.

Manager of Water Operations Bostick reported on the progress of the SCADA Replacement Project and stated that the work continues to progress on schedule and within budget, and upon acceptance testing of the equipment installed in the DuPage Pump Station, the focus will be on other critical facilities including tank sites and the Lexington Pump Station.

Engineering Manager Loster reported on the progress of the Emergency Generation System Modifications Project (PSD-10/22) and stated that work continues to wrap up. He noted that R-52-24 is on the agenda which is a change order that includes all project components with the exception of a single remaining task which is still ongoing. He indicated that this change order brings the total project cost approximately 2.6% over the awarded amount and the anticipated cost of the single remaining task of just under \$20,000 will likely cause the total project cost to finish approximately 3% over the awarded amount.

Regarding R-53-24, Engineering Manager Loster indicated that this is a recommendation to award a contract to Rossi Contractors for cathodic protection improvements on the TW-2 pipeline. He noted that this was a competitively bid project and though approval for the full bid amount is recommended, staff plans to reduce the scope of work to align with the remaining budget.

Engineering Manager Loster provided a WaterLink update, indicating that the Phase II Engineering effort is approximately 40% complete. He noted that field work is nearing completion, with the exception of work located in the ComEd corridor, and that the WaterLink communities recently reached a cost share split agreement. Engineering Manager Loster stated that a change order related to proposed IDOT improvements is planned for the October Board meeting and that the additional value engineering effort regarding pipe alignment changes near Oswego East High School continue. He indicated that a workshop was held in August with the project team to discuss the easement acquisition process and that the subsequent customer agreement for the three WaterLink communities is scheduled for Board approval in October.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 2 through 7 of the Engineering and Construction Committee portion of the Commission Agenda (Items IV through IX on the Engineering and Construction Committee Agenda). Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

Commissioner Fennell asked the Committee if any other business or other items to be discussed. Hearing none, and with no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:26 P.M. Seconded by Chairman Zay and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2024/ENG240919.doc



MEMORANDUM

To: Paul May – General Manager

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

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

Date: 10/10/2024

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for September 2024 were a total of 2.64 billion gallons. This represents an average daily demand of 87.8 million gallons per day (MGD), which is higher than the September 2023 average day demand of 80.5 MGD. The maximum day demand was 101.3 MGD recorded on September 16, 2024, which is lower than the September 2023 maximum day demand of 103.3 MGD. The minimum day flow was 75.6 MGD.

The recorded total precipitation for September 2024 was 1.32 inches compared to 3.36 inches for September 2023. The level of Lake Michigan for September 2024 is 579.30 (Feet International Great Lakes Datum (IGLD) 1985) compared to 579.17 (Feet IGLD 1985) for September 2023.

DuPage Operations & Instrumentation Maintenance and Construction Overview

The 2024 Meter Testing Program is in process and 63% complete.

High Lift Pump #7 outboard mechanical seal was rebuilt due to end-of-life service. The pump was placed back in service.

Preventive maintenance was performed on the 5kv High Lift Pump Motor starters.

City of Chicago Water Treatment Modifications

The Illinois EPA released a form letter to all water systems that receive Lake Michigan water via the City of Chicago's two water treatment plants. The letter advised the recipients that the City will be transitioning in October from their current blended phosphate to phosphoric

acid to optimize the control of lead and copper release through household plumbing. The letter suggested that each water system employ unidirectional flushing of their individual systems and perform sentinel monitoring for the lead and copper as well as other compounds, before, during and after the transitional period.

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

DWC Staff has received a draft report from Dr. David Cornwell, PhD, of the Cornwell Engineering Group, having completed his review of the Chicago study which includes recommendations regarding DWC and DWC Customer operations during the transition. DWC Staff has initiated the monitoring of certain water quality parameters to follow the progress during the City's modification of the treatment technique. The City, their consultants and IEPA have held informational webinars for their customer base and their respective consultants on September 23rd and 24th.

Lexington Operations and Maintenance Overview

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

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

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

Alternate Water Source

Christopher B. Burke Engineering, Ltd. (CBBEL) continues the process of developing a preliminary site plan for the Northbrook property. Staff has met with CBBEL to discuss preliminary site stormwater management strategies, grading, utility and interim landscaping plans.

Staff continues to maintain the site grass below the ordained height of the Village of Northbrook zoning regulations, and the driveway barrier gates have been installed.

Pipeline & Remote Facilities Maintenance Overview

Pipeline staff continue inspecting Remote Facilities and performing maintenance and corrective work as needed including meter station site drainage improvements and various valve actuator repairs.

Pipeline staff is working with Rossi Contractors, Inc. repairing and replacing frames and lids at locations listed in the Work Authorization Order No. 27.

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

Resolution R-54-24 appears on agenda to authorize the General Manager to purchase hydro-vacuum cleaning services from Badger Hydrovac Service at a cost not to exceed \$30,000. The purpose of the purchase is to maintain the interiors of various Air Release Valve Vaults.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. Resolution R-56-24 appears on the agenda as Change Order No. 05 for necessary modifications to the Work at a net cost increase of \$31,122.00, revising the total Contract Price to \$15,577,720.83, resulting in a net increase in the Contract Value by 0.2%. The DWC campus control panel replacement has been completed with final site acceptance testing and open items work being completed. The Factory Acceptance Test (FAT) for the remote site control panels including Lexington and the Tank Sites is scheduled for November. The inspection and maintenance of all remote site antenna systems is underway and progressing well and is anticipated to be completed by the end of the year, ~ 55% complete. Replacement of the fiber network for the DWC campus is anticipated to begin late this Fall following the completion of all control and network upgrades with the addition of a new duct bank to complete a ring topology for the new fiber network. The Back-Up Telemetry System radio and processor upgrade has been completed and tested. Access Control security system upgrade is scheduled for December.

Engineering & Capital Improvement Program Overview

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) Project has been completed. A final balancing change order will be brought forward in November for final approval, after which the project will be closed out. At this time, the final cost of the project is anticipated to represent an increase of approximately 3% over the initial contract award amount. All completed work will continue to be monitored throughout the two-year warranty period.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is approximately 45% complete. Preliminary field work (utility potholing, soil borings, etc.) is nearly complete, with the only areas remaining being those within the ComEd corridor. Commission Staff and the design team continue to hold weekly calls with ComEd Staff to ensure an efficient design that is optimal for all parties. At this time, all submittals to ComEd have been made and are currently under review.

Commission Staff continues to work diligently with the WaterLink communities to coordinate information exchanges that remain critical in establishing terms of important documents such as the Subsequent Customer Agreements, Construction Escrow Agreements and the buy-in fee calculations.

Recently, a workshop was held with the design team to further refine project details involving valve vaults as well as meter station piping and a separate meeting was held with Indian Prairie School District 204 Staff to discuss construction along Book Road and the associated detours that will impact their bus routes.

The corrosion control treatment study, performed by the Cornwell Engineering Group, is ongoing with the acclimation phase scheduled to be completed at the end of the year. The study is performed by flowing water through residential pipe segments harvested from the WaterLink communities to analyze how the transition in water sources will impact things like lead concentrations, pH, alkalinity, etc. Upon completion of the acclimation phase, water from the Jardine Water Purification Plant will then be recirculated through the pipe segments to simulate the transition in water sources and further analysis will be performed. This study is required by the Illinois Environmental Protection Agency (IEPA) and is expected to be completed in October 2025.

Commission Staff also recently issued a Request for Qualifications for Phase III (construction engineering) services on the WaterLink Project. It is anticipated that multiple consulting firms will be involved in the Phase III effort, assigned to various portions of the project based on construction bid package divisions. Submittals of Qualifications (RFQs) are due on October 25th, after which time Commission staff will review and establish a short-list of firms. Subsequent Requests for Proposals (RFPs) will then be issued to the short-listed firms as deemed appropriate by Commission Staff.

Board Action Items

Resolution R-54-24: A Resolution Approving Hydro-Vacuum Cleaning Services (**Badger Daylighting Corp. – Not-To-Exceed \$30,000**)

Resolution R-56-24: A Resolution Approving and Ratifying Certain Change Orders to a Contract for the SCADA Replacement Project (Contract PSD-9/21) (**Baxter & Woodman/Boller Construction – Revising the Contract Price from \$15,546,598.83 to \$15,577,720.83**)

Attachments

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

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-24

PER DAY AVERAGE 77,971,848

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
Nov-22	1,919,552,000	1,979,550,491	96.97%	\$9,943,279.36	\$8,555,617.22	1,008,092	0.05%	97.02%	\$5.18	\$4.322
Dec-22	2,071,113,000	2,123,449,660	97.54%	\$10,728,365.34	\$9,177,549.43	552,389	0.03%	97.56%	\$5.18	\$4.322
Jan-23	2,014,750,000	2,060,255,805	97.79%	\$10,436,405.00	\$8,904,425.59	337,423	0.02%	97.81%	\$5.18	\$4.322
Feb-23	1,835,597,000	1,883,158,917	97.47%	\$9,508,392.46	\$8,139,012.84	529,206	0.03%	97.50%	\$5.18	\$4.322
Mar-23	1,971,974,000	2,026,257,691	97.32%	\$10,214,825.32	\$8,757,453.41	306,690	0.02%	97.34%	\$5.18	\$4.322
Apr-23	1,962,197,000	2,010,451,747	97.60%	\$10,164,180.46	\$8,689,172.45	349,596	0.02%	97.62%	\$5.18	\$4.322
May-23	2,474,377,000	2,540,440,833	97.40%	\$13,336,892.03	\$10,979,785.28	684,441	0.03%	97.43%	\$5.39	\$4.322
Jun-23	2,971,436,000	3,043,540,086	97.63%	\$16,016,040.04	\$13,814,628.45	678,930	0.02%	97.65%	\$5.39	\$4.539
Jul-23	2,567,425,000	2,639,887,376	97.26%	\$13,838,420.75	\$11,982,448.80	1,047,600	0.04%	97.29%	\$5.39	\$4.539
Aug-23	2,708,945,000	2,773,069,509	97.69%	\$14,601,213.55	\$12,586,962.50	832,992	0.03%	97.72%	\$5.39	\$4.539
Sep-23	2,406,858,000	2,471,708,096	97.38%	\$12,972,964.62	\$11,219,083.05	753,904	0.03%	97.41%	\$5.39	\$4.539
Oct-23	2,071,291,000	2,116,545,770	97.86%	\$11,164,258.49	\$9,607,001.25	1,034,131	0.05%	97.91%	\$5.39	\$4.539
Nov-23	1,902,725,000	1,957,768,374	97.19%	\$10,255,687.75	\$8,886,310.65	809,342	0.04%	97.23%	\$5.39	\$4.539
Dec-23	1,972,754,000	2,031,158,416	97.12%	\$10,633,144.06	\$9,219,428.05	2,329,064	0.11%	97.24%	\$5.39	\$4.539
Jan-24	2,058,390,000	2,131,445,175	96.57%	\$11,094,722.10	\$9,674,663.60	730,427	0.03%	96.61%	\$5.39	\$4.539
Feb-24	1,868,175,000	1,916,869,806	97.46%	\$10,069,463.25	\$8,700,672.05	268,834	0.01%	97.47%	\$5.39	\$4.539
Mar-24	1,927,795,000	1,971,770,225	97.77%	\$10,390,815.05	\$8,949,831.10	340,529	0.02%	97.79%	\$5.39	\$4.539
Apr-24	1,951,120,000	1,992,959,991	97.90%	\$10,516,636.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
TOTALS (1)	923,264,653,798	949,790,739,176	97.21%	\$2,358,442,264.46	\$2,080,944,314.45	885,576,226	0.09%	97.30%	\$2.55	\$2.191

- (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

Sep-23	13,129,041,000	13,468,645,900	97.48%	70,765,531	60,582,908			\$5.39	\$4.498
Sep-24	12,752,915,000	13,041,699,529	97.79%	71,161,266	60,845,717			\$5.58	\$4.665
	(376,126,000)	(426,946,371)		\$395,735	\$262,809				
	-2.9%	-3.2%		0.6%	0.4%				

Month

Sep-23	2,406,858,000	2,471,708,096	97.38%	12,972,965	11,219,083			\$5.39	\$4.539
Sep-24	2,607,811,000	2,668,243,213	97.74%	14,551,585	12,522,065			\$5.58	\$4.693
	200,953,000	196,535,117		\$1,578,621	\$1,302,982				
	8.3%	8.0%		12.2%	11.6%				

Sept>Aug (116,171,000) (122,876,178) (648,234) (576,658)

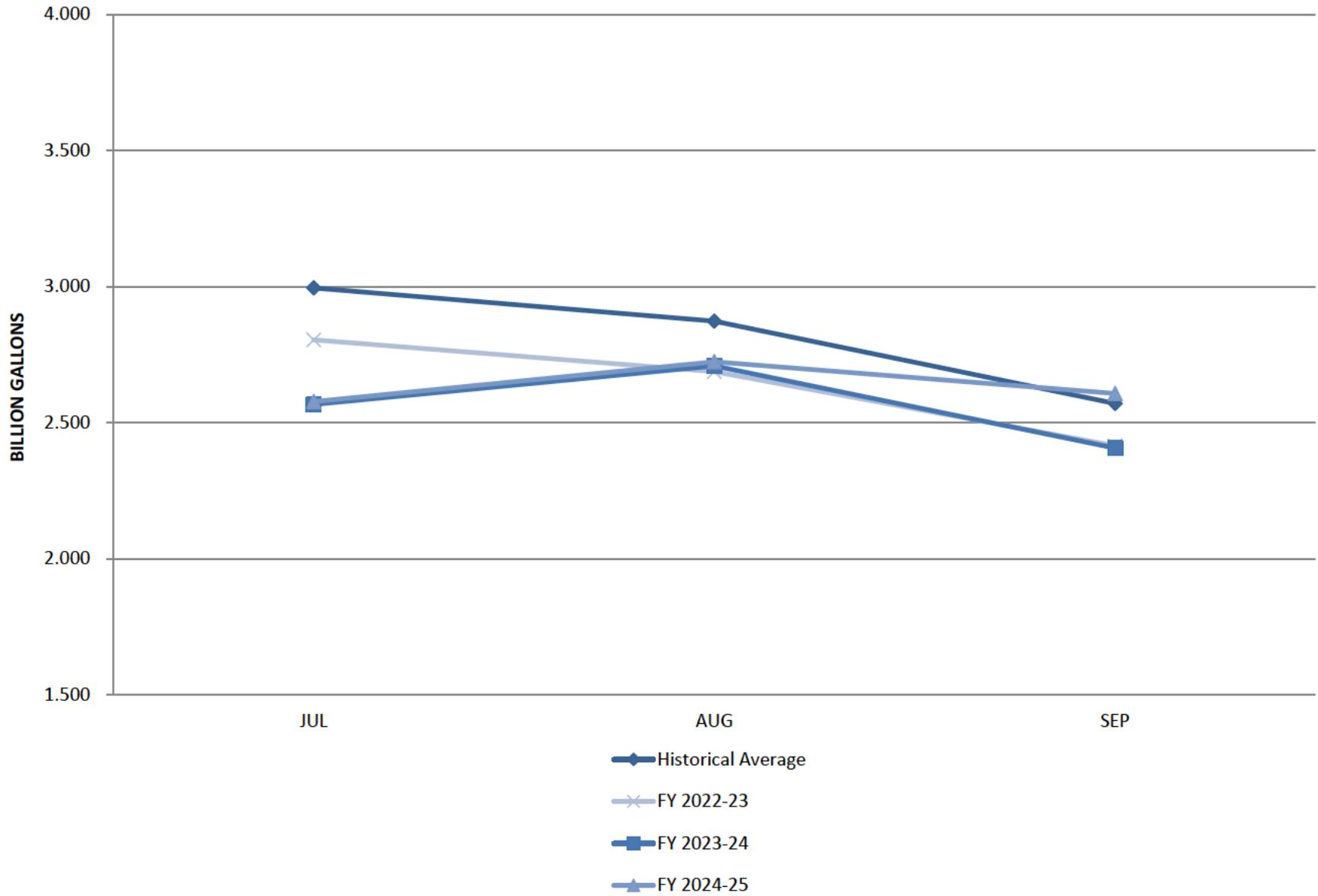
DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
SEPTEMBER 2024

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	1.25	0.11	0.67	1.14	0.11	73	7.3	0.7	0.69	0	RC
2	1.22	0.10	0.65	1.09	0.11	73	7.2	0.7	0.68	0	KD
3	1.29	0.12	0.64	1.20	0.10	72	7.2	0.7	0.66	0	KD
4	1.30	0.13	0.66	1.33	0.13	73	7.3	0.7	0.63	0	RC
5	1.04	0.12	0.67	1.18	0.13	73	7.3	0.7	0.62	0	RC
6	1.32	0.13	0.64	1.17	0.13	73	7.3	0.7	0.63	0	RC
7	1.18	0.13	0.63	1.24	0.15	73	7.1	0.7	0.63	0	KD
8	1.10	0.14	0.64	1.15	0.12	73	7.1	0.7	0.63	0	KD
9	1.03	0.12	0.61	1.14	0.13	72	7.3	0.7	0.63	0	RC
10	1.22	0.12	0.63	1.25	0.13	71	7.3	0.7	0.61	0	RC
11	1.30	0.12	0.65	1.31	0.11	71	7.1	0.7	0.62	0	KD
12	1.34	0.12	0.64	1.23	0.11	71	7.2	0.7	0.64	0	KD
13	1.27	0.14	0.68	1.23	0.13	71	7.2	0.7	0.66	0	KD
14	1.43	0.11	0.61	1.33	0.11	71	7.2	0.8	0.60	0	RC
15	1.28	0.09	0.57	1.22	0.11	71	7.2	0.7	0.62	0	RC
16	1.11	0.15	0.61	1.18	0.11	72	7.1	0.6	0.58	0	KD
17	1.18	0.10	0.57	1.27	0.10	72	7.1	0.7	0.60	0	KD
18	1.31	0.09	0.58	1.18	0.11	72	7.2	0.7	0.60	0	RC
19	1.27	0.08	0.58	1.16	0.11	72	7.2	0.8	0.61	0	RC
20	1.27	0.09	0.62	1.20	0.14	72	7.2	0.7	0.63	0	RC
21	1.29	0.11	0.64	1.22	0.13	73	7.1	0.7	0.64	0	AM
22	1.32	0.13	0.63	1.24	0.14	73	7.1	0.7	0.61	0	AM
23	1.23	0.08	0.58	1.23	0.10	72	7.2	0.7	0.57	0	RC
24	1.19	0.10	0.62	1.20	0.10	72	7.3	0.7	0.60	0	RC
25	1.20	0.10	0.64	1.29	0.10	72	7.2	0.7	0.62	0	AM
26	1.18	0.10	0.62	1.21	0.11	72	7.2	0.7	0.63	0	AM
27	1.13	0.11	0.65	1.18	0.11	72	7.2	0.7	0.64	0	AM
28	1.29	0.10	0.67	1.16	0.12	71	7.2	0.6	0.68	0	JS
29	1.19	0.11	0.65	1.19	0.11	71	7.2	0.6	0.65	0	JS
30	1.28	0.09	0.63	1.21	0.11	71	7.2	0.7	0.63	0	AM
31											
AVG.	1.23	0.11	0.63	1.21	0.12	72	7.2	0.7	0.63	0	
MAX.	1.43	0.15	0.68	1.33	0.15	73	7.3	0.8	0.69	0	
MIN.	1.03	0.08	0.57	1.09	0.10	71	7.1	0.6	0.57	0	

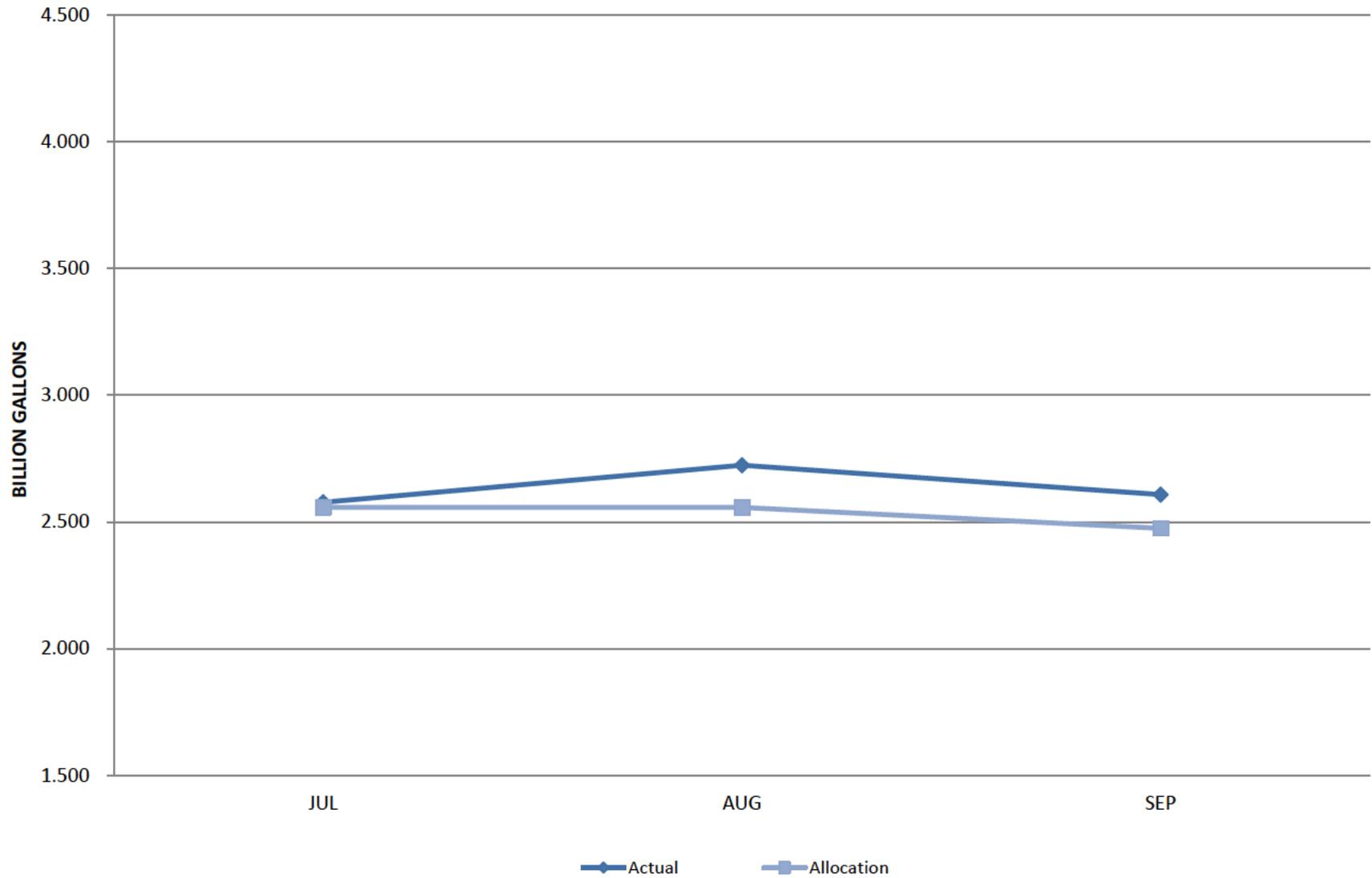
Mike Weed, Operations Supervisor
Illinois ROINC # 186860234

10/3/24
Date

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



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





MONTHLY STATUS REPORT

LAN PROJECT #: 128-10031-001

PROJECT: DuPage Water Commission WaterLink Extension Phase II

REPORT DATE: October 7, 2024

MEETING DATE: October 17, 2024

I. Progress through October 7, 2024

A. Field data collection and surveying.

1. Final cadastral surveying work ongoing.

- a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
- b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
- c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,050 structures located with rim/inverts surveyed.

2. Processing of collected Aerial LIDAR data is complete.

- a) 100% of original scope complete. Overall width of data processing increased to facilitate design drawing set-up and minimize future re-work. Increased width processing complete.
- b) SAM delivered additional processed data along Wolf's Crossing Rd and Douglas Rd for modified FW1 Segment 1 & 2 route to REL on August 26th.

3. Subsurface Utility Locates

- a) All SUE field activities completed.

4. Utility Potholing Locates

- a) Over 400 potholes completed to date and are about 90% complete. Subconsultant pulled off job until ComEd approval is granted for subsurface work in its ROW.

5. Geotechnical

- a) Total of 96 borings (48%) completed to date in Phase 2.
- b) Two remaining borings at 75th Street and Book Road to be drilled next week. Received DuPage County permit on 10/8/24.
- c) Awaiting permits from ComEd and IDOT before remobilizing to complete remainder.



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MONTHLY STATUS REPORT

- d) Book Road draft geotechnical report submitted to Design Team for review.
- 6. Cathodic Protection
 - a) Soil resistivity testing underway for cathodic protection design.
 - b) Crew has mobilized and begun data collection along Book Road.
- B. Data Collection (as-builts, GIS, design drawings).
 - 1. Data collection ongoing for IL Route 71 and IL Route 30.
 - 2. WaterLink Delivery Point proposed site layouts.
 - 3. Additional title commitments have been ordered along US Route 30, Wolf's Crossing, Douglas Rd.
 - 4. Design team has set initial priority parcels to move to the plat preparation stage.
- C. Ongoing Coordination with ComEd.
 - 1. Coordination with ComEd ongoing to address transmission main alignment review comments.
 - a) ComEd provided preliminary approval for alignment east of Ogden Falls Blvd (TW6 Section 2).
 - 1) Written (email) approval of the alignment has been received and the team is waiting on approval for geotechnical and potholing work within ComEd property.
 - b) ComEd requested transmission main additional alignment revisions for alignment west of Ogden Falls Blvd (TW6 Section 3).
 - 1) Revised pipeline alignment, including proposed geotechnical and potholing locations have been submitted to ComEd for review on 9/30/24.
 - 2. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.
- D. Contract TW6 Section 1 (Book Rd) in progress.
 - 1. Water transmission main plan and profile design ongoing.
 - 2. Proposed connection design at Book Road & 75th Street.
 - 3. Remote operated valves to be placed along existing 48-inch transmission main.
 - 4. Preliminary roadway plans and traffic control plans have been prepared.
- E. Contract TW6 Section 2 & 3 in progress.
 - 1. Water transmission main plan and profile design ongoing.
 - 2. Drawing production underway after receiving preliminary approval from ComEd Transmission Engineering group for TW6 Section 2.



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MONTHLY STATUS REPORT

3. TW6 Section 3 drawing production on hold pending alignment revisions and subsequent reviews by ComEd.

F. Contract FW1 Section 1 & 2 in progress.

1. Water transmission main plan and profile design ongoing. Realignment design through Oswego East High School site and along Wolf's Crossing / Douglas Road in progress.
 - a) Additional geotechnical investigation pending.

G. Contract FW1 Section 3 in progress.

1. Water transmission main plan and profile design ongoing.
2. Ongoing coordination with IDOT District 3 on IL Route 71 project overlap.

H. Contract FW1 Section 4 in progress.

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

I. Contract MS22 Meter Stations in progress.

1. Meter station piping and building layouts ongoing.
2. Ongoing coordination w/ DWC regarding layouts and preliminary information for subsequent customer agreements.
3. Architectural and structural design for the buildings is ongoing.

II. Scope Changes – Phase II (to date)

N/A

III. Financials

- A. Total Phase II Contract: \$19,956,942
1. Fee Expended through September 30, 2024:
 - a) Total: \$8,929,247 (44.7%)
 - 1) Basic Services: \$5,455,206 (27.2%)
 - 2) Additional Services: \$3,494,731 (17.5%)



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MONTHLY STATUS REPORT

IV. Completed Workshops, Meetings and Visits (September—October)

- A. Hydraulics and Construction Coordination Meeting w/ DWC, Montgomery, and Yorkville – September 5, 2024
- B. Monthly Progress Meeting w/ DWC – September 19, 2024
- C. ComEd realignment design review w/ DWC – September 24, 2024
- D. Pipeline Details and Meter Station Meeting w/ DWC – September 27, 2024
- E. School District 204 Coordination Meeting for Bus Route Impacts – October 7, 2024
- F. ComEd Coordination Meetings – Various

V. Upcoming Tasks & Meetings

- A. ComEd Coordination Meetings – Various
- B. Phase II subsurface utility engineering (SUE) utility locating and potholing (ongoing).
- C. Phase II topographic surveying and field data collection along final route (ongoing).
- D. Phase II geotechnical field work (ongoing).
- E. Field data collection for cathodic protection design (ongoing).
- F. 75% Design Submittal – October 11, 2024.
- G. 90% Design Submittal – December 13, 2024.



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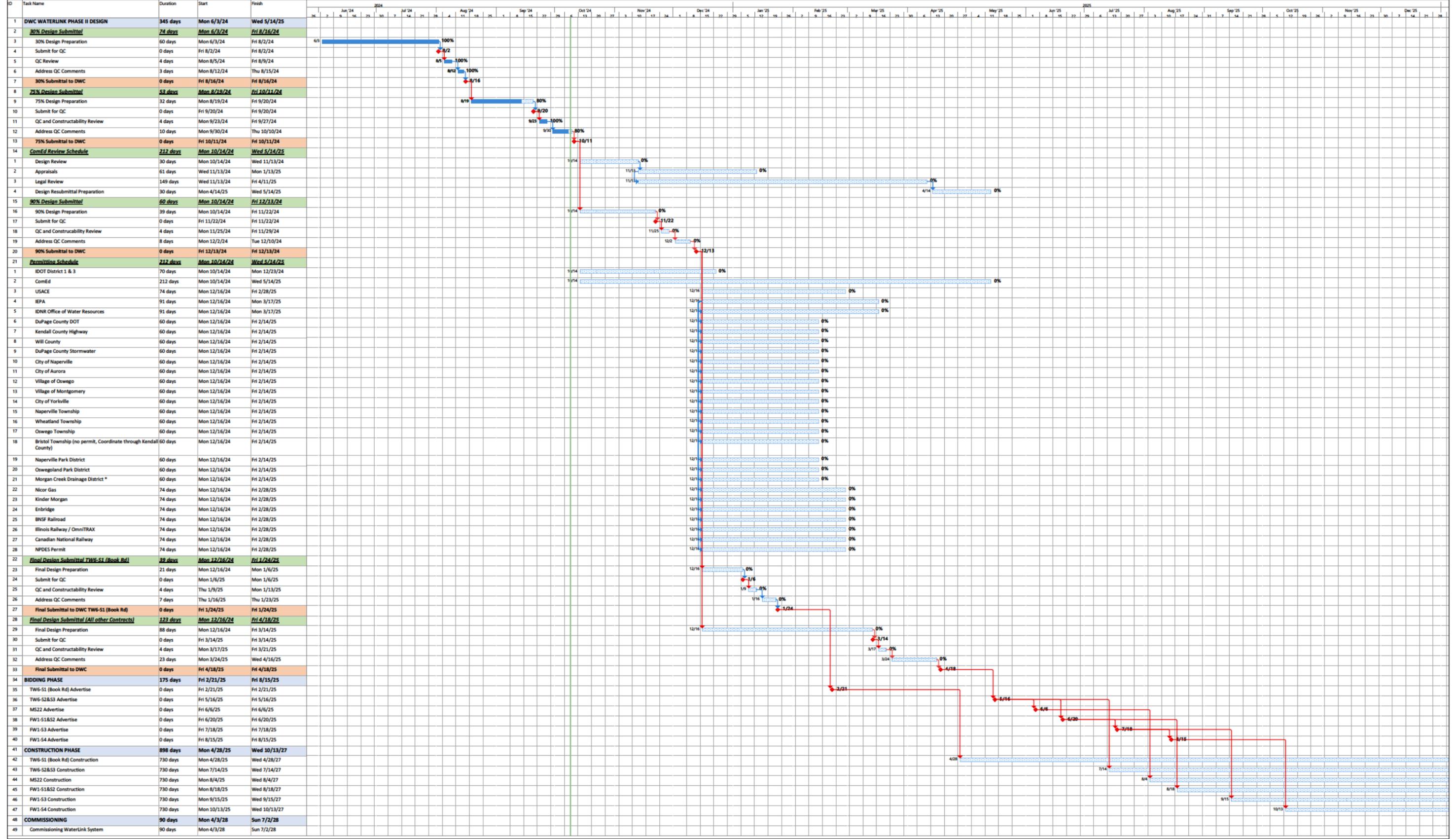


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**Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
October 2024**

Description	Activity through April 26, 2024	Activity through May 31, 2024	Activity through June 30, 2024	Activity through July 31, 2024	Activity through August 31, 2024	Activity through September 30, 2024	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned
	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
Basic Services	\$ 625,960	\$ 876,344	\$ 980,607	\$ 1,011,525	\$ 994,029	\$ 992,252	\$ 1,009,678	\$ 1,133,660	\$ 1,133,660	\$ 1,008,468	\$ 1,001,536	\$ 751,152	\$ 250,384	\$ 250,384	\$ 250,384	\$ 125,192	\$ 123,699
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 33,023	\$ 606,633	\$ 590,596	\$ 711,567	\$ 700,360	\$ 309,854	\$ 322,020	\$ 210,726	\$ 178,750	\$ 178,750	\$ 180,242	\$ -
MONTHLY SUBTOTAL	\$ 1,171,748	\$ 2,003,050	\$ 1,567,307	\$ 1,572,842	\$ 1,589,025	\$ 1,025,275	\$ 1,616,311	\$ 1,724,256	\$ 1,845,227	\$ 1,708,828	\$ 1,311,389	\$ 1,073,172	\$ 461,110	\$ 429,134	\$ 429,134	\$ 305,434	\$ 123,699
SUBTOTAL	\$6,314,947				\$5,954,868				\$7,687,129								
IGA ESCROW DEPOSITS	\$7,764,000				\$5,532,000				\$6,660,942								
TOTAL PHASE II CONTRACT															\$ 19,956,942		

**DuPage Water Commission
WaterLink Extension
Phase II Design Schedule**



October 2024 Critical Critical Progress Task Split Task Progress Milestone



Resolution #: R-54-24

Account: 01-60-663100, \$30,000

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/10/2024

Description: A Resolution Approving Hydro-Vacuum Cleaning Services at a Cost Not to Exceed \$30,000

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

As a function of the annual 2024 Air Release Structure Inspections, staff has identified twenty-four (24) manhole vault structures that require removal of debris from the bottom of the vaults. The proposed vault structure services include removal of debris by hydro-vacuum truck using pneumatic suction and pressurized water washing. Since each vault structure varies in depth and accumulated volume of debris requiring the removal, daily cost of service will be used as a payment unit.

In accordance with Commission Purchasing Procedures, staff solicited several proposals from Hydro-vacuum service providers and QR contractors to perform Hydro-vacuum cleaning services; three (3) proposals were received and are listed below:

Company	Daily Estimated Cost
Badger Daylighting Corp.	\$3,893.02
Rossi Contractors Inc.,	\$6,088.00
Benchmark Construction Co., Inc.	\$7,595.00
John Neri Construction Co., Inc.	Declined to submit

Staff recommends approval to procure the services of Badger Hydrovac Service to perform the Hydro-vacuum cleaning in the amount not to exceed cost of \$30,000.

Recommended Motion:

To approve R-54-24 for Hydro-Vacuum Services with Badger Daylighting Corp., in the amount not to exceed cost of \$30,000.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-54-24

A RESOLUTION APPROVING PURCHASING HYDRO-VACUUM CLEANING SERVICES FROM
BADGER DAYLIGHTING CORP.

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State Statute, the Commission solicited proposals to provide Hydro-Vacuum Cleaning Services; and

WHEREAS, the Commission desires to clean Air Release basins; and

WHEREAS, staff solicited proposals in accordance with the Commission's Purchasing Procedures; and

WHEREAS, based upon representations made by staff, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Badger Hydrovac Service is most favorable to the interest of the Commission;

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

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

SECTION TWO The DuPage Water Commission hereby authorizes the purchase of Hydro-Vacuum Cleaning Services from Badger Daylighting Corp., for the price set forth in Its Proposal, not to exceed \$30,000.

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.				
VACANT				
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-54-24docx



Badger Hydrovac Service Proposal

United States

Prepared By:	Scott Schulz
Email:	SSchulz@badgerinc.com
Phone:	815-200-2064
Date:	10/01/2024
Estimate Number:	CPQ-113004v2
Project Name:	Dupage County Water Commission-Dupage County Vault Cleaning/revise



Badger Daylighting Corp
 MELROSE PARK IL CORP
 1740 N 25th Ave
 Melrose Park, IL 60160
 "An equal opportunity employer"

Estimate	
Date	10/01/2024
Reference	CPQ-113004
Prepared By	Scott Schulz

Customer Information			
Company	DUPAGE WATER COMMISSION	Contact Name	Bill Wegner
Contact Phone #	+1 (815) 474-2528	Email	wegner@dpwc.org
Billing Address	600 E BUTTERFIELD RD	Title	Operations
Billing City/State	Elmhurst IL 60126	Account Number	6509044
Service Address	Addison Rd & W Interstate Rd Addison IL 60101		

Scope Of Work

Customer has requested T&M rates for hydro-vac excavations services to clean out various vaults.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$275.00	HR	8	\$2,200.00
BADGER HYDROVAC WITH OPERATOR OVERTIME	Over 8 Hrs. Port to Port/ Saturdays & Nights	\$325.00	HR	2.0	\$650.00
ADDITIONAL OPERATOR	UP TO 8 HOURS PORT TO PORT/8 HOUR MINIMUM	\$140.00	HR	0.0	\$0.00
ADDITIONAL OPERATOR OVERTIME	over 8 Hrs. port to port/ Saturdays & Nights	\$170.00	HR	0.0	\$0.00
DISPOSITION	If onsite disposal is not provided/Des Plaines Material	\$550.00	EA	0.0	\$0.00
CONSUMABLE MATERIALS		\$27.50	EA	1	\$27.50
SUPPLY WATER		\$82.50	EA	1	\$82.50
REMOTE HOSE	" Diameter	\$3.25	FT	0.0	\$0.00
SUPPORT TRUCK		\$165.00	DAY	0.0	\$0.00
FLUCTUATING FUEL RECOVERY		\$283.02	EA	1	\$283.02
DISPOSITION	If disposal onsite is not provided/Per Ton	\$130.00	TN	5.0	\$650.00

Total \$3,893.02



This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company)	_____	PO #:	_____
Name (Please Print)	_____	Title:	_____
Signature	_____	Date:	_____

I am authorized to bind the Company



General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

Customer Representative

Printed Name: _____

Signature: _____

Date: _____

I am authorized to bind the Company

Badger Representative

Printed Name: _____

Signature: _____

Date: _____



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms.

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%).

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.



14. **Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.
15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.
17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.
18. **Confidential Information.**
- (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.
- (b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.
- (c) Service Provider shall be entitled to injunctive relief for any violation of this Section.
19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.
20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.
21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.
22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.
25. **Collection, Use and Disclosure of Information.**



Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

- (a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;
- (b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;
- (c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;
- (d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;
- (e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and
- (f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).

End



T&M rates for hydro-vac excavations services to clean out various vaults.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
HYDROVAC WITH 2 Laborers	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$450	HR	8	\$3600
HYDROVAC WITH 2 Laborer OVERTIME	Over 8 Hrs. Port to Port/ Saturdays & Nights	\$550	HR	2	\$1100
ADDITIONAL Laborer (IF NEEDED ONLY)	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$130	HR	8	\$1040
ADDITIONAL Laborer OVERTIME (IF NEEDED ONLY)	over 8 Hrs. port to port/ Saturdays & Nights	\$170	HR	2	\$340
SUPPORT TRUCK (IF NEEDED ONLY)		\$80	HR	8	\$640
DISPOSAL		\$175	TN	5	\$875

Total **\$7,595**

From: Nicholas.Neri@johnnericonstruction.com
To: [Dariusz Panaszek](#)
Cc: [Nick Neri](#)
Subject: RE: Hydro cleaning of various vault structures
Date: Thursday, September 26, 2024 10:22:42 AM

Dariusz,

Thank you for the opportunity, however, we do not self-perform any of this work so we would have to sub it out to another company which would just incur higher costs to the DPWC. We appreciate your thought and look forward to the next opportunity to work for the DPWC.

Thank you,

Nicholas N. Neri
John Neri Construction Co.
770 Factory Road, Addison, IL 60101
P(630)-629-8384; F(630)-629-7001
www.johnnericonstruction.com

From: Dariusz Panaszek <panaszek@dpwc.org>
Sent: Monday, September 23, 2024 2:27 PM
To: Taylor Heppeler <theppeler@rossicontractors.com>; Nicholas.Neri@johnnericonstruction.com;
Nick Neri <Nneri@johnnericonstruction.com>; matkinsjr@bmk8.com; dominickf@bmk8.com
Cc: Bill Wegner <wegner@dpwc.org>
Subject: Hydro cleaning of various vault structures

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

DWC is in need to clean out, using hydro vac method, some road debris in manhole vaults at the various locations. There is approx. 2 cu. ft. of debris accumulated at the bottom of the vault. Would you be able to provide a per-day estimate for a requested service. Please include disposal of vacuumed material as a part of your quote. DWC tech will escort the contractor to each discrete site. Based on prior experience performing similar work, we will need about 5-6 days to complete this task.

This e-mail and any of its attachments may contain confidential information belonging or pertaining to the DuPage Water Commission. This e-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this e-mail is strictly prohibited and may be unlawful. If you have received this e-mail in error, please notify

the sender immediately and permanently delete the original and any copy of this e-mail and any printout. Thank You.

T&M rates for hydro-vac excavations services to clean out various vaults.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
HYDROVAC WITH OPERATOR	Up to 8 Hrs. Port to Port/8 Hr. Min.	\$448	HR	8	\$3,584.00
HYDROVAC WITH OPERATOR OVERTIME	Over 8 Hrs. Port to Port/ Saturdays & Nights	\$518.50	HR	2	\$1,037.00
ADDITIONAL OPERATOR (IF NEEDED ONLY)	Up to 8 Hrs. Port to Port/8 Hr. Min.	-	HR	8	-
ADDITIONAL OPERATOR OVERTIME (IF NEEDED ONLY)	over 8 Hrs. port to port/ Saturdays & Nights	-	HR	2	-
CONSUMABLE MATERIALS		-	EA	1	-
SUPPLY WATER		\$27.00	EA	1	\$27.00
SUPPORT TRUCK (8 hrs.)		\$1,170.00	EA	1	\$1,170.00
		-	EA		-
DISPOSAL		\$54.00	TN	5	\$270.00

Total: \$6,088.00



Resolution #: R-56-24

Account: 01-60-771700 \$31,122

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/10/2024

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

Agenda Section: Engineering & Construction

Originating Department: Systems & Information Technology

Resolution No. R-56-24 would approve the following Change Orders (*Contract Price Increase of \$31,122.00*):

Change Order No. 5 to Contract for the SCADA Replacement Project (Contract PSD-9/21)

1. Purchase of UPS Surge Protection Devices. (Addition of \$7,520.00)
2. An accumulation of miscellaneous changes to labor and hardware through Concentric. (Addition of \$23,602.00)

Approval of this Change Order would increase the net Contract Price by \$31,122.00, revising the Contract Price from \$15,546,598.83 to \$15,577,720.83 for a 0.2% net total increase from the Contract Price.

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

Recommended Motion:

To Adopt Resolution R-56-24

DUPAGE WATER COMMISSION

RESOLUTION NO. R-56-24

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.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
VACANT	_____			
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-56-24.docx

EXHIBIT 1

DELETE PAGE IF NO ATTACHMENT

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: SCADA Replacement Project

CHANGE ORDER NO. 5

LOCATION: Cook and DuPage Counties, Illinois

CONTRACT NO. PSD-9/21

CONTRACTOR: Baxter & Woodman/Boller Construction

DATE: October 9, 2024

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Purchase of new UPS Surge Protection Devices
2. An accumulation of miscellaneous changes to labor and hardware through Concentric

B. REASON FOR CHANGE:

1. During the installation of the DPPS UPS system it was determined that there was a discrepancy between the design drawings and the panels the system feeds. The subpanels fed by the UPS system were shown as three phase panels when they are single phase panels. The surge protection devices originally purchased are for three phase panels, so a change was requested to purchase and install the appropriate single phase surge protection devices for an additional cost of \$7,520.00 for labor and materials.
2. Throughout the integration of the new SCADA system, Commission staff and Concentric staff have made minor modifications to both labor and materials that have been tracked and are being formalized in the list below:
 - a. Purchase and installation of an additional stack light and a total of 51 blinking stack light modules.
 - b. Modification of PLC programming, wiring schematics, and documentation due to tag naming modifications.
 - c. Credit for labor not used with the temporary office relocation.
 - d. Credit for BAS development not required.
 - e. Credit for desktop UPS units not purchased.
 - f. Credit for flow switch not required.
 - g. Purchase and installation of 10 relays required for normally closed contact modification for run feedback signals.
 - h. Purchase and installation of 10 relays required for modification to Local/Remote switches.
 - i. Purchase and installation of three (3) new rack mounted UPS units for the radio/cellular backhaul equipment.

- j. Additional labor cost for the A/V system installation and testing due to downtime and delays caused by power issues.
- k. Additional labor and modification to the Backup Telemetry System flow totalization and screen development.

These modifications in labor and hardware come at an additional cost of \$23,602.00.

C. REVISION IN CONTRACT PRICE:

1.	Purchase of new UPS Surge Protection Devices	\$7,520.00
2.	An accumulation of miscellaneous changes to labor and hardware through Concentric	\$23,602.00
3.	Total Change in Contract Price This Change Order	<u><u>\$31,122.00</u></u>

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 reduction due to all previous Change Orders Nos. <u>1</u> to <u>4</u>	\$ <u>-896,401.17</u>
3.	Contract Price, not including this Change Order	\$ <u>15,546,598.83</u>
4.	Increase to Contract Price due to this Change Order	\$ <u>31,122.00</u>
5.	Contract Price including this Change Order	\$ <u>15,577,720.83</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