



AGENDA – Engineering and Construction Committee

Thursday, November 21, 2024 6:00 PM

Committee Members

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

- I. Roll Call
- II. Approval of the October 17, 2024, Engineering & Construction Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of the October 17, 2024, Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Operations and Construction
- IV. **Ordinance O-8-24:** An Ordinance Accepting a Grant of Easements for Ingress, Egress and the Construction and Maintenance of a Lombard Supply Line and Authorizing the Execution of the Associated Grant of Ingress, Egress and Water Main Easements **(No Cost This Action)**
- V. **Resolution R-57-24:** A Resolution Approving Purchasing Certain Meter Station Doors and Installation Services **(Door Systems, Inc. – Cost Not-to-Exceed \$42,000)**
- VI. **Resolution R-70-24:** A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service to Meccon Industries Inc. **(No Cost This Action)**
- VII. **Resolution R-71-24:** A Resolution Approving and Ratifying a Final Change Order for the DPPS Emergency Generation System Modifications with Joseph J. Henderson & Son, Inc., (Contract PSD-10/22) **(Increase in Cost by \$7,645.03 Resulting in a Final Contract Price of \$4,265,262.54)**
- VIII. **RFBA:** Authorization for the General Manager to Execute an Electrical Energy Supply Agreement for the DuPage Pumping Station

RECOMMENDED MOTION: To recommend approval of Items 2 through 6 of the under the Engineering and Construction Committee Report section of the Commission meeting agenda.

- IX. Other Business
- X. Adjournment

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**Minutes of a Meeting
of the**

ENGINEERING & CONSTRUCTION COMMITTEE

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

October 17, 2024

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

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

Committee members absent: D. Bouckaert

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

Commissioner Saverino moved to approve the Minutes of the September 19, 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 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 Pumps are being maintained and repairs performed as needed.

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 received the Cornwell Engineering Group report and recommendations to help DWC Staff and Contract Customers ensure that proper measures are being taken before, during and after the City's transition in treatment methodology. Manager of Water Operations Bostick also advised the IEPA and City of Chicago held webinars 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. Manager of Water Operations Bostick advised the Committee that the City, after years of submitting requests, had finally sent technicians to repair the City's non-working SCADA View Node. DWC staff will continue to monitor the node and report on its functionality.

Regarding the ongoing discussions on alternate water sources, Manager of Water Operations Bostick advised the Committee that Christopher B. Burke Engineering, Ltd. (CBBEL) is finalizing the development 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 General Manager May met recently with the Village of Northbrook and will report to the Commission during the regular Commission meeting.

Manager of Water Operations Bostick advised the Committee that Benchmark Construction Co. Inc. is mobilizing the following week to perform exploratory excavation, with potential corrosion remediation, on the 72-inch steel East Discharge piping of the DuPage Pump Station.

Regarding R-54-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to approve hydro-vacuuming services with Badger Daylighting to help with maintaining various vault structures.

Regarding R-56-24, Manager of Water Operations Bostick advised the Committee that this action appears on the agenda to seeking approval of Change Order No. 05 for necessary improvements found during prosecution of the work on the SCADA project. 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 the focus is now on critical facilities including tank sites and 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 while a final balancing change order does not appear on the agenda, the associated work has been completed in the field. Engineering Manager Loster stated that while the work took longer than expected to be completed on a time and material basis, it resulted in a significant amount of savings as compared to the proposal originally submitted for the work. He indicated that this change order will bring the total project cost to approximately 2.8% over the amount awarded.

Engineering Manager Loster also stated that although it was not included in the Status of Operations Report, the recently awarded contract for cathodic protection improvements on the TW-2 pipeline will begin within the next week or two and is expected to be well underway by the November Board meeting.

Engineering Manager Loster provided a WaterLink update, indicating that the Phase II Engineering effort is approximately 45% complete. He noted that staff continues to work with the design team to further refine the overall project design and portions of the project development are approximately 75% complete, with corresponding plan sheets having recently been submitted to staff for review. Engineering manager Loster also noted that the corrosion control study is ongoing, which currently includes recirculation of water from the WaterLink communities through sections of harvested premises pipe material. He indicated that the study, being performed by Cornwell Engineering, is currently in an acclimation phase which will extend through the remainder of the year, after which Cornwell Engineering will begin to recirculate Lake Michigan water through the pipes to simulate the transition so that any associated corrosion can be studied. Engineering Manager Loster also stated that a Request for Qualifications associated with the Phase III engineering effort was recently issued with submittals due on the 25th. He indicated that staff will review them upon receipt and will then issue multiple Requests for Proposals in association with the various bid packages that have been identified.

Chairman Fennell inquired with the Committee if there were any further questions regarding the action items. Hearing none, Commissioner Novotny moved to recommend approval of items 2 and 3

of the Engineering and Construction Committee portion of the Commission Agenda (Items IV and V on the Engineering and Construction Committee Agenda). Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

Engineering Manager Loster provided a presentation regarding the status of the WaterLink project, including the methodology in selecting the pipe route, the current status of design, and anticipated bidding and construction schedules in addition to discussing some challenges that are likely to be encountered during the construction phase.

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 Saverino moved to adjourn the meeting at 6:29 P.M. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

BOARD/MINUTES/ENGINEERING/2024/ENG241017.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: 11/14/2024

Subject: Status of Operations, Engineering and Construction

Operations Overview

The Commission's sales for October 2024 were a total of 2.42 billion gallons. This represents an average daily demand of 78.1 million gallons per day (MGD), which is higher than the October 2023 average day demand of 69.5 MGD. The maximum day demand was 85.9 MGD recorded on October 11, 2024, which is higher than the October 2023 maximum day demand of 80.4 MGD. The minimum day flow was 64.6 MGD.

The recorded total precipitation for October 2024 was 1.15 inches compared to 2.25 inches for October 2023. The level of Lake Michigan for October 2024 is 578.81 (Feet International Great Lakes Datum (IGLD) 1985) compared to 578.97 (Feet IGLD 1985) for October 2023.

DuPage Operations & Instrumentation Maintenance and Construction Overview

The 2024 Meter Testing Program is in process and 73% complete. The semi-annual meter testing facility tank scale recertification was completed in October without any accuracy issues reported.

The DuPage Pumping Station East Discharge Pressure Relief Valves were rebuilt as part of routine maintenance programs.

High Lift Pump (HLP) #2 motor is out of service due to a failed variable control transformer. Qualified vendor service is underway.

Preventive maintenance on HLP's 1-10 electromechanical safety relays is scheduled for the near future.

R-70-24 appears on the agenda seeking approval to extend the Heavy Machinery and Equipment Rigging contract with Meccon Industries, Inc. Staff is gearing up and is working with Meccon to replace several 30" butterfly valves and air release/vacuum valves on the DuPage Pump Station East Discharge Header as well as remove and replace the delivered 30" cone valve which operates as the pump control valve on HLP-9. Staff is working towards performing this work during the low demand period in Winter of 24/25.

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 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 perform sentinel monitoring for the lead and copper as well as other compounds, before, during and after the transitional period. The City has reported, due to unidentified construction issues, the commencement of transition period has been delayed from the original October 2024 date to sometime in December 2024.

DWC Staff has received the 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. Staff has shared this report with all of DWC Customers.

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 monitoring program will continue through Spring of 2025.

Lexington Operations and Maintenance Overview

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.

Commission staff have informed DWM staff that the Lexington SCADA node is once again in failure mode. DWM reports that they will continue to troubleshoot their SCADA system deficiencies to identify the root cause of the ongoing issues.

Alternate Water Source

Christopher B. Burke Engineering Ltd. (CBBEL) has completed the initial preliminary site plan for the Northbrook property. General Manager May has met with the Village of Northbrook staff and will update the Board on the discussions held.

Site mowing activities have been completed for the fall and winter season. Staff will be engaging contractors to perform tree removal and site cleanup of fly-dumped materials where the work will be performed once the ground has frozen.

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.

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

The DuPage Pump Station East Discharge exploratory excavation was performed which revealed the pipe is fully encased in concrete, therefore no remedial action was necessary. Removal and replacement of selected concrete sections of the Service Yard is in progress and should be completed no later than November 15th.

The Pipeline staff continue working with Rossi Contractors, Inc. on Contract TW-5 by installing sacrificial anode ground beds on the West Transmission main.

Resolution R-57-24 appears on the agenda to authorize the General Manager to purchase materials and installation services from Door Systems Inc., at a cost not to exceed \$42,000 to replace service doors of various meter stations which have exceeded their useful life.

SCADA & Information Technology Overview

The SCADA Replacement Project (Contract PSD-9/21) is ongoing. The DWC campus control panel replacement has been completed with final site acceptance testing and open items work being completed. The Factory Acceptance Test (FAT) for the remote site control panels including Lexington, Tank Sites, Meters Stations, and ROV's is scheduled for the week of November 18th. Following the completion of the FAT, Commission and Concentric staff will begin replacing RTU panels at the remote sites. The inspection and maintenance of all remote site antenna systems is underway and roughly 80% 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 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 is on the agenda as R-71-24, in the amount of \$7,645.03. At this time, the final cost of the project represents an increase of 2.8% over the initial contract award amount. All completed work will continue to be monitored throughout the two-year warranty period.

The Commission's annual Cathodic Protection Project is underway, on the TW-2 pipeline. Work is being completed by Rossi Contractors and is approximately 50% complete. The project is expected to be completed by the end of the month.

Ordinance O-8-24 appears on the agenda to approve easements with a private property owner for the construction of the Village of Lombard's fifth metering station/pressure adjusting station and associated feeder main. The design work is ongoing and construction

will be coordinated with the Village's adjacent elevated storage tank construction sometime in 2025 or 2026.

WaterLink Communities (Montgomery/Oswego/Yorkville)

The Phase II engineering effort remains ongoing and is just over 50% complete. Preliminary field work (utility potholing, soil borings, etc.) is nearly complete, with the only areas remaining being those within the ComEd corridor. However, ComEd recently provided approval for remaining fieldwork to be completed, and subcontractor efforts are currently being coordinated. ComEd has also conceptually approved the general pipe alignment throughout their property, with the next step being submittal of the 75% design plans for their technical review.

Recently, a meeting was held with Commission Staff, the design team, WaterLink Community representatives and the USEPA/IEPA to further discuss the details and requirements associated with WIFIA funding, which will serve as a significant funding source on the project. Establishment of these associated requirements will ensure that the proper reporting metrics are consistently documented throughout the construction phase and shared with the appropriate parties as needed.

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 received six Statements of Qualifications for Phase III (construction engineering) services on the WaterLink Project. A shortlist of firms has been established and interviews will be conducted to first fill the Program Manager role. An additional Request for Proposals will then be issued to the other shortlisted firms for construction engineering services associated with all remaining WaterLink bid packages.

Board Action Items

- Ordinance O-8-24:** An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Lombard Metering Station (MS-14E) Site and Authorizing the Execution of the Lombard Metering Station Easement Agreement **(No Cost This Action)**
- Resolution R-57-24:** A Resolution Approving Purchasing Certain Meter Station Doors and Installation Services **(Door Systems, Inc. – Cost Not-to-Exceed \$42,000)**

- Resolution R-70-24:** A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service to Mecon Industries Inc. **(No Cost This Action)**
- Resolution R-71-24:** A Resolution Approving and Ratifying a Final Change Order for the DPPS Emergency Generation System Modifications (Contract PSD-10/22) **(Increase in Cost by \$7,645.03 Resulting in a Final Contract Price of \$4,265,262.54)**
- RFBA:** Authorization for the General Manager to Execute an Electrical Energy Supply Agreement for the DuPage Pumping Station

Attachments

1. DuPage Laboratory Bench Sheets for October 2024
2. Water Sales Analysis 01-May-2020 to 31-October-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-Oct-24

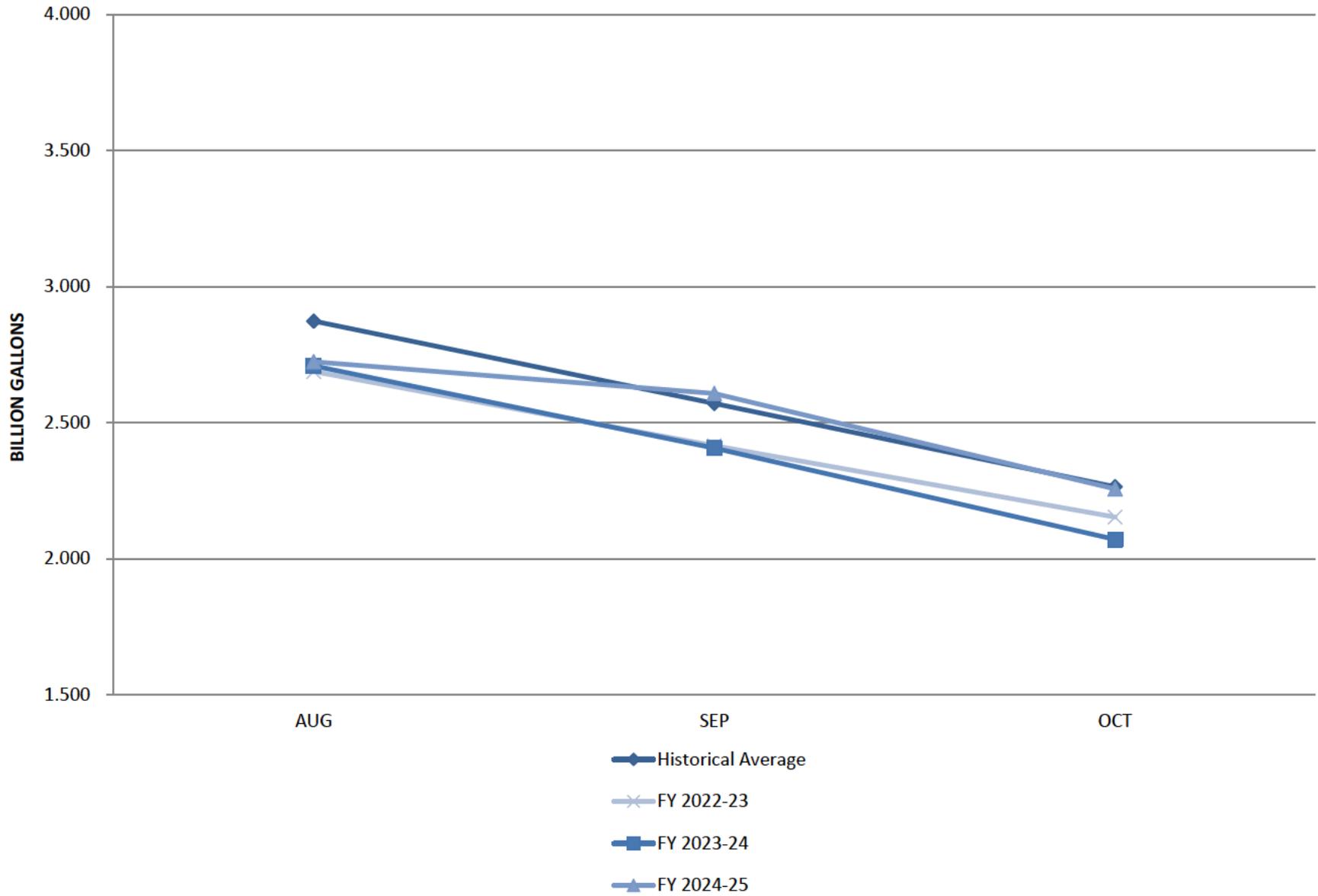
PER DAY AVERAGE 77,958,344

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%	\$10,516,536.80	\$9,046,045.40	426,636	0.02%	97.92%	\$5.39	\$4.539
May-24	2,285,252,000	2,331,031,384	98.04%	\$12,751,706.16	\$10,580,551.45	964,148	0.04%	98.08%	\$5.58	\$4.539
Jun-24	2,558,136,000	2,613,555,125	97.88%	\$14,274,398.88	\$12,265,414.20	669,121	0.03%	97.91%	\$5.58	\$4.693
Jul-24	2,577,734,000	2,637,750,416	97.72%	\$14,383,755.72	\$12,378,962.70	5,976,667	0.23%	97.95%	\$5.58	\$4.693
Aug-24	2,723,982,000	2,791,119,391	97.59%	\$15,199,819.56	\$13,098,723.30	5,570,100	0.20%	97.79%	\$5.58	\$4.693
Sep-24	2,607,811,000	2,668,243,213	97.74%	\$14,551,585.38	\$12,522,065.40	887,220	0.03%	97.77%	\$5.58	\$4.693
Oct-24	2,256,800,000	2,311,304,709	97.64%	\$12,592,944.00	\$10,846,953.00	715,430	0.03%	97.67%	\$5.58	\$4.693
TOTALS (1)	925,521,453,798	952,102,043,885	97.21%	\$2,371,035,208.46	\$2,091,791,267.45	886,291,656	0.09%	97.30%	\$2.56	\$2.197

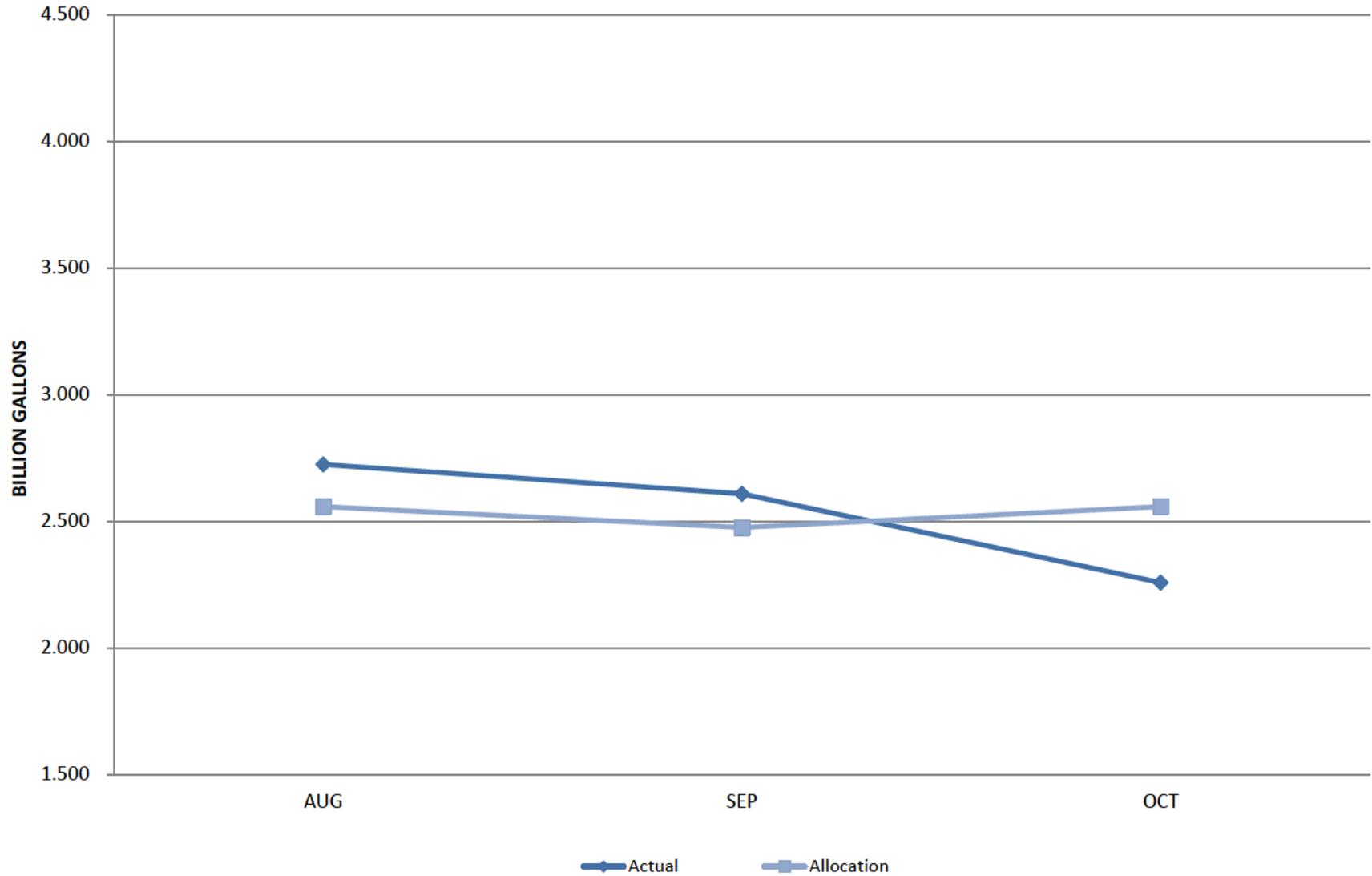
- (1) - SINCE MAY 1, 1992
- (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
- (3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Oct-23	15,200,332,000	15,585,191,670	97.53%	81,929,789	70,189,909				\$5.39	\$4.504
Oct-24	15,009,715,000	15,353,004,238	97.76%	83,754,210	71,692,670				\$5.58	\$4.670
	(190,617,000)	(232,187,432)		\$1,824,420	\$1,502,761					
	-1.3%	-1.5%		2.2%	2.1%					
Month										
Oct-23	2,071,291,000	2,116,545,770	97.86%	11,164,258	9,607,001				\$5.39	\$4.539
Oct-24	2,256,800,000	2,311,304,709	97.64%	12,592,944	10,846,953				\$5.58	\$4.693
	185,509,000	194,758,939		\$1,428,686	\$1,239,952					
	9.0%	9.2%		12.8%	12.9%					
Oct>Sept	(351,011,000)	(356,938,504)		(1,958,641)	(1,675,112)					

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: November 11, 2024

MEETING DATE: November 21, 2024

I. Progress through November 11, 2024

A. Field data collection and surveying.

1. Final cadastral surveying work complete.

- a) All 13 additional sections authorized in Phase 1 complete. Site surveying for 3 of the 7 delivery sites has been completed, with remainder coming from WaterLink municipal engineers.
- b) Site topo at Oswego East HS began Aug 6 and is complete. High school engineer provided existing utility map at site.
- c) Existing structure rim/invert data collection 100% complete. Total of approximately 1,050 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.
- c) Due to ComEd alignment changes west of Ogden Falls Blvd., additional topo processing is required – SAM LLC. has this underway and completion is anticipated by Nov 22.

3. Subsurface Utility Locates

- a) All SUE field activities completed except a few locations within ComEd ROW. This work to start week of November 18

4. Utility Potholing Locates

- a) Nearly 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. Drawings for final potholing thru ComEd associated routes provided to Sheridan Plumbing last week. Work to commence on or around Dec 2.



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MONTHLY STATUS REPORT

5. Geotechnical
 - a) Total of 115 borings (56%) completed to date in Phase 2.
 - b) Permits from ComEd received, IDOT application on IL-71 in progress. Drilling crews to be mobilized week of Dec 2. Book Road draft geotechnical report submitted to Design Team for review. Supplemental report for 75th/Book connection point underway.
 6. Cathodic Protection
 - a) Soil resistivity testing along project routes underway for cathodic protection design.
- 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
 - 2) Approval for geotechnical and potholing work within ComEd property received on 11/5.
 - b) ComEd requested transmission main additional alignment revisions for alignment west of Ogden Falls Blvd (TW6 Section 3).
 - 1) Approval/No exception email on revised alignment received on 11/5.
 - 2) Approval for geotechnical and potholing work within ComEd property received on 11/5.
 2. Subsequent ComEd design reviews and coordination will be performed during Phase II design as part of legal and appraisal process.
- D. Land Acquisition
1. 175 of 228 Titles Received
 2. 186 total parcels for easement preparation
 3. Easement legal descriptions & exhibits
 - a) 11 total prepared to date



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MONTHLY STATUS REPORT

- E. 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.
 - 5. In-field route review for valve locations completed to confirm actual conditions.
 - 6. Tunnel locations under review based on DWC comments.
- F. 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.
 - 3. Alignment revision into Aurora 95th Street ROW is under consideration.
 - 4. In-field route review for valve locations completed to confirm actual conditions.
 - 5. Tunnel locations under review based on DWC comments.
 - 6. TW6 Section 3 drawing production underway after ComEd approval.
- G. 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.
- H. 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.
- I. 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.
 - b) ComEd design from Yorkville #2 to Orchard Road underway after receipt of ComEd approval.



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MONTHLY STATUS REPORT

J. 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.
 - a) 75% design submitted on 10/31/24.

II. Scope Changes – Phase II (to date)

N/A

III. Financials

- A. Total Phase II Contract: \$19,956,942
 1. Fee Expended through October 31, 2024:
 - a) Total: \$10,109,058 (50.7%)
 - 1) Basic Services: \$6,447,062 (32.5%)
 - 2) Additional Services: \$3,630,289 (18.2%)

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

- A. School District 204 Coordination Meeting for Bus Route Impacts – October 7, 2024
- B. Monthly Progress Meeting w/ DWC – October 17, 2024
- C. Wolf's Crossing Coordination Meeting w/ Oswego – October 22, 2024
- D. Coordination Meeting w/ City of Naperville – October 28, 2024
- E. Project Coordination Meeting w/ DWC – November 1, 2024
- F. ComEd Coordination Meetings – Various



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MONTHLY STATUS REPORT

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. 90% Design Submittal – December 13, 2024.



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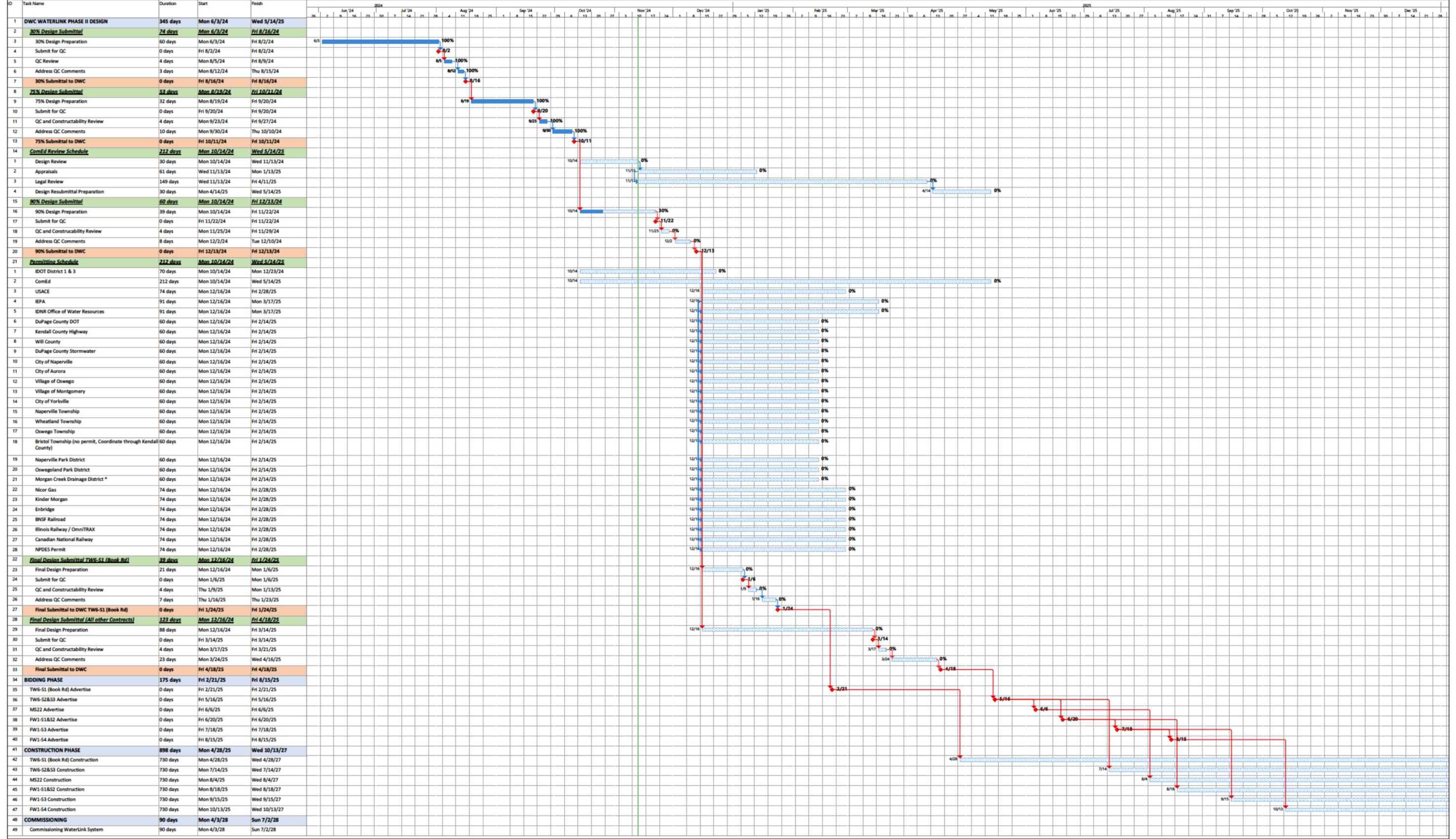


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**Cash Flow/Invoicing Forecast - Phase II Services
DuPage Water Commission
WaterLink Extension
November 2024**

Description	Activity through	Activity through	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned	Planned					
	April 26, 2024	May 31, 2024	June 30, 2024	July 31, 2024	August 31, 2024	September 30, 2024	October 31, 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	\$ 992,826	\$ 997,288	\$ 1,134,578	\$ 1,134,578	\$ 1,009,386	\$ 1,009,386	\$ 752,362	\$ 250,384	\$ 250,384	\$ 250,384	\$ 125,192	\$ 123,699
Additional Services	\$ 545,788	\$ 1,126,706	\$ 586,700	\$ 561,317	\$ 594,996	\$ 64,786	\$ 149,994	\$ 522,968	\$ 643,938	\$ 632,732	\$ 623,734	\$ 635,901	\$ 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	\$ 1,057,612	\$ 1,147,283	\$ 1,657,546	\$ 1,778,517	\$ 1,642,118	\$ 1,633,121	\$ 1,388,263	\$ 461,110	\$ 429,134	\$ 429,134	\$ 305,434	\$ 123,699
SUBTOTAL	\$6,314,947				\$5,451,466				\$8,190,530								
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**



November 2024
 Critical Critical Progress
 Task Task Progress
 Split Milestone



Resolution #: [ORDINANCE] O-8-24

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/14/2024

Description: **An Ordinance Accepting a Grant of Easements for Ingress, Egress and the Construction and Maintenance of a Lombard Supply Line and Authorizing the Execution of the Associated Grant of Ingress, Egress and Water Main Easements**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Pursuant to Resolution No. R-51-21, the Village of Lombard and the Commission entered into an Intergovernmental Agreement to provide for the Commission to design and construct the Village's Pressure Adjusting Station as a joint facility with the Commission's Metering Station for a fifth connection point between the Commission Waterworks System and the Village Water System (the "Joint Facility Agreement"). Ordinance No. O-8-24 would approve an Easement Agreement for such purposes.

All costs associated with future construction activities will be paid for by the Village of Lombard and managed by DWC staff.

Recommended Motion:

To approve Ordinance O-8-24

DUPAGE WATER COMMISSION

ORDINANCE NO. O-8-24

AN ORDINANCE ACCEPTING A GRANT OF EASEMENTS FOR INGRESS, EGRESS AND THE CONSTRUCTION AND MAINTENANCE OF A LOMBARD SUPPLY LINE AND AUTHORIZING THE EXECUTION OF THE ASSOCIATED GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS
(Hoffmann 600 Lombard LLC)

WHEREAS, the DuPage Water Commission (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 operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the “Commission Waterworks System”); and

WHEREAS, the Village of Lombard (the “Village”) owns and operates a water system supplying residents and other customers (the “Village Water System”), which system is connected at various points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village have entered into a certain Water Purchase and Sale Contract, dated as of January 18, 2024 for the sale by the Commission of Lake Michigan water to the Village (the “Customer Contract”); and

WHEREAS, pursuant to Resolution No. R-51-21, adopted October 21, 2021, the Village and the Commission entered into an intergovernmental agreement to provide for a fifth connection point between the Commission Waterworks System and the Village Water System (the “Joint Facility Agreement”); and

WHEREAS, the Customer Contract, as supplemented by the Joint Facility Agreement, provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices,

together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Village at the additional connection point provided for under the Joint Facility Agreement (collectively referred to as the “Lombard Metering Station”); and

WHEREAS, Hoffmann 600 Lombard LLC (“The Owner”) is the owner of certain real estate situated in the County of DuPage, State of Illinois, which real estate is described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Easement Premises”); and

WHEREAS, the Commission desires to locate a portion of its pipeline in, upon, under, along and across the Easement Premises; and

WHEREAS, it is necessary and convenient for the Commission to use and occupy the Easement Premises for such purposes; and

WHEREAS, The Owner is willing to grant to the Village and Commission perpetual easements for such purposes in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration;

NOW, THEREFORE, BE IT ORDAINED 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: An Easement Agreement by and between the Commission and the Owner, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, shall be and it hereby is approved subject to satisfaction of the conditions precedent to execution and attestation set forth in Section Three below.

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized to execute and attest, respectively, an Easement Agreement with the Owner in substantially the form attached hereto as Exhibit A, provided, however, that they shall neither execute nor attest the Easement Agreement on behalf of the Commission unless and until the Chairman shall have been presented with adequate evidence that the easement rights to be granted and insured to the Commission are free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Chairman.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the grant of easement for Ingress, Egress and the Construction and Maintenance of a Lombard Supply Line shall be deemed accepted by the Commission without further act.

SECTION FIVE: This Ordinance 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.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2024.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT A

Prepared by and return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS

THIS GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS (the “**Grant of Easements**”) is made this ____ day of _____, 2024, by **Hoffmann 600 Lombard LLC**, an Illinois limited liability company (the “**Grantor**”), to the **Village of Lombard**, DuPage County, Illinois (the “**Village**”) and the **DuPage Water Commission**, DuPage County, Illinois (the “**Commission**”). The Commission and the Village are at times referred to individually as the “**Grantee**” and collectively as the “**Grantees**”. The Grantor, the Village and the Commission are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, the Grantor is the owner of the following-described property:

LOT 1 IN HOFFMANN -LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LOMBARD, DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

(**“Grantor Property”**); and

WHEREAS, the Village is the contract purchaser of the following-described property:

LOT 2 OF HOFFMANN – LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LOMBARD, DUPAGE COUNTY, ILLINOIS

P.I.N.: 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

(the **“Village Property”** or **“Water Tower Lot”**); and

WHEREAS, the Village desires to construct, operate, and maintain water mains, and all facilities incidental thereto, on a portion of the Grantor Property, and the Commission desires to construct, operate, and maintain water mains and all facilities incidental thereto, on a portion of the Grantor Property (collectively the **“Water System Improvements”**); and

WHEREAS, each Grantee recognizes that Grantor also intends to construct and install its own site improvements and infrastructure, including storm water management facilities, sewers, roads, and other improvements in connection with Grantor’s development of the Grantor Property and accordingly Grantees recognize the potential efficiencies and benefits of coordinating their own intended Water Main Improvements with the other site improvements which Grantor intends to construct and install on the Grantor Property, and accordingly, in consideration of this Grant of Easements, each

Party will, as may be reasonably feasible to: (i) share with the other Parties, the Party's own engineering information, drawings and specifications as to such improvements; and (ii) endeavor to design and construct and install the same with an objective of compatibility with and minimalizing disturbance of the other Parties' improvements; and

WHEREAS, Grantees desire to access and travel over a portion of the Grantor Property to access the Village Property;

WHEREAS, due to potential future changes to the plans for subdivision or re-subdivision and the related site development plans for the Grantor Property, the Parties also recognize a potential future need for relocation of some portion of the Water Main Improvements (as related easements) and access easement in connection with eventual future development and improvement of the Grantor Property and have made provisions to accommodate that prospect, as further herein provided; and Grantees desire to access and travel over a portion of the Grantor Property to access the Village Property; and

WHEREAS, Grantor has agreed to grant Grantees the necessary nonexclusive permanent easements relative to ingress and egress over the Grantor Property and for the Water Main Improvements, subject to certain terms and conditions as more fully set forth below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easements, the Parties agree as follows:

1. **Incorporation.** The Recitals set forth above are true and correct, in substance and in fact, and are incorporated herein and made a part hereof as if set forth fully herein.

2. **Grant of Easements – Water Main Easement Area.** Grantor grants, conveys, assigns and quit claims to the Grantees a nonexclusive perpetual twenty (20.0') foot wide utility easement and right-of-way (the “**Water Main Easement**” or “**Water Main Easement Area**”), subject to the terms and conditions of this Grant of Easements, for the full and free right, privilege and authority (but not the obligation) to clear, trench for, construct, install, extend, relocate, reconstruct, replace, remove, repair, alter, inspect, maintain and operate the Water Main Improvements (the “**Water Main Easement Activities**”), in, on, upon, over, through, across and under the following-described property:

THAT PART OF LOT 1 IN HOFFMANN - LOMBARD SUBDIVISION, A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LOMBARD, DUPAGE COUNTY, ILLINOIS.

P.I.N.: Pt. 06-29-200-056 (underlying)

Common Address: Part of 600 to 690 East Butterfield Road located north of Butterfield Road (State Route 56) in Lombard, Illinois 60148;

as depicted and labeled on the Final Plat Of Subdivision For The 600 To 690 East Butterfield Road Property (Hoffmann – Lombard Subdivision, Lombard, Illinois) with Dedication of Ingress and Egress and Water Main Easements for the 600 to 690 East Butterfield Road Properties, a copy of which is attached hereto as **Exhibit A** and made a part hereof (the “**Ingress and Egress and Water Main Easement Area**”).

3. **Grant of Easements – Ingress and Egress Easement Area.** Grantor grants, conveys, assigns and quit claims to Grantees a nonexclusive perpetual fifty (50.0') foot wide ingress / egress access easement and right-of-way (the **“Ingress and Egress Easement”** or **“Ingress and Egress Easement Area”**), subject to the terms and conditions of this Grant of Easements, for the full and free right, privilege and authority to access and travel (the **“Ingress and Egress Easement Activities”**) in, on, upon, over, through and across the Ingress and Egress and Water Main Easement Area to the Village Property.

4. **Other Conditions of Grant of Easements.** Subject to the conditions, limitations and requirements of this Grant of Easements, Grantor agrees that the officers, agents, employees, contractors, successors, grantees, lessees and assigns of Grantees may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Ingress and Egress and Water Main Easement Area, and do and perform any and all acts necessary or convenient to the carrying into effect the specified intents and purposes for which this Grant of Easements and the Water Main Easement and the Ingress and Egress Easement (together collectively referred to as the **“Easements”**) were created, respectively, provided, however, the foregoing grant is not intended nor shall it be utilized to enlarge the scope or breadth of the easements and easement rights set forth herein beyond the respective intents, purposes and uses herein specified. Grantor shall not disturb, molest, injure or in any manner interfere with the Water Main Improvements, the Water Main Easement Activities, the Ingress and Egress Easement Activities, the Ingress and Egress and Water Main Easement Area, or any facilities and activities incidental thereto. Each Grantee shall provide Grantor five (5)

calendar days prior written notice or, if five (5) calendar days is not practicable, with as much advance notice as possible under the circumstances, in accordance with Section 13 (Notice) below, of the commencement, anticipated duration and termination of any Water Main Easement Activities, the Grantee providing notice may perform, respectively, as applicable. Grantees shall, to the greatest extent practicable, conduct the Water Main Easement Activities and the Ingress and Egress Easement Activities (together the **“Easements Activities”**) so as not to unreasonably interfere with or disrupt or disturb Grantor’s use (including uses of Grantor’s tenants, subtenants, licensees and other permitted users) of Grantor’s Property in the vicinity of the Ingress and Egress and Water Main Easement Area. Further, in no event shall any such Easement Activities be undertaken in any manner which unreasonably eliminates, during such Easement Activities, vehicular access, ingress and egress to any of the Grantor Property from any public rights-of-way adjacent to the Grantor Property or the private roadways dedicated on the Grantor’s Property that serve such Property and provide access to Lot 2 (the Village’s Lot), without provision for reasonable alternative access, it being further understood that a temporary detour route suitable to serve such vehicular traffic and access is a permissible means of such temporary alternative access.

A. Easement Relocation. The Easements granted by this Grant of Easements for access to and the benefit of Lot 2 and any constructed or proposed Water Main Improvements may hereafter be, upon the future written request of the owner(s) of Lot 1 (or the owner[s] of that portion of Lot 1 as is so affected), relocated to another, alternative reasonable location situated on such Lot 1 (the **“New Easements”**), in connection with the future re-subdivision of such Lot 1, subject to the conditions in Paragraph 20. The consent of such

Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the Easements and Water Main Improvements to such new easement location is so requested and consent to the same granted, then the original Easements so granted and created by this Grant of Easements shall be abrogated in exchange for such Lot 1 owner(s) grant of such New Easements for the benefit of such Lot 2. As more fully set forth in Paragraph 20, the Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of the Easements and of suitably constructing and improving the New Easement Area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on the original Easements using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of the Easements and Water Main Improvements as part of the resubdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate.

Upon submittal of a permit application and payment of applicable fees by the Grantor or its successor-in-interest, the Grantee will permit access to and tap-ons for water lines, excepting that portion of pipe upstream from the metering station, and sanitary sewers that are located at or adjacent to Lot 1 and Lot 2 of the Property.

5. Easements Use by Grantees; Assignment of Easements. The Easements shall be used and enjoyed solely by Grantees and their respective duly authorized officers, agents, contractors, subcontractors and employees to conduct the Easements Activities in accordance with this Grant of Easements. Grantees shall not

assign their respective rights under this Grant of Easements in whole or in part or grant permission to traverse, enter upon or otherwise use the Ingress and Egress and Water Main Easement Area to any other person or entity without the prior written consent of Grantor, which shall not be unreasonably withheld.

6. **Grantor's Use of Easements.** Grantor forever reserves, for itself and its own successors and assigns, the right to make any use of the Ingress and Egress and Water Main Easement Area, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not unreasonably interfere with or cause damage to the Water Main Improvements or the Easements or the Easements Activities granted hereunder.

7. **Restoration Obligations.** Each Party, and its respective officers, agents, employees, successors, grantees, lessees, contractors, subcontractors and assigns, shall promptly and with due diligence and continuity, and as soon as reasonably practicable after engaging in any disruptive or damaging activities, repair, replace and/or restore to its former condition, using like-kind and like-quality materials, any portion of the other Parties' properties which are disturbed, altered, or damaged in any manner by such disruptive or damaging activities, at the responsible Party's sole cost and expense for the activities performed by that Party, or its respective officers, agents, employees, successors, grantees, lessees, contractors, subcontractors, or assigns. To the extent commercially available, any visible above grade repair, restoration or replacement materials will be matched to the original materials in terms of color, texture, finish or quality.

In the event any such Party fails to promptly commence any such repair and/or restoration work to any part of the other Parties' properties as herein required and such failure continues for more than thirty (30) calendar days following written notice thereof to the responsible Party, in addition to other available legal and equitable remedies, the non-responsible Party may then elect to arrange for its own contractor(s) to perform and complete such repair and/or restoration work, at the responsible Party's expense, and the responsible Party shall be liable to the non-responsible Parties for the reasonable documented out-of-pocket expense of the same.

Further, as set forth in the foregoing Recitals, each Party recognizes the potential efficiencies and benefits of coordinating their own improvements in the vicinity of the Village Property with the improvements by the other Parties, and accordingly, in consideration of this Grant of Easements, each Party will, as may be reasonably feasible to: (i) share, in a timely manner with the other Parties, the Party's own engineering information, drawings and specifications as to such improvements; and (ii) endeavor to design and construct and install the same with an objective of compatibility with and minimalizing disturbance of the other Parties' improvements.

8. **Responsibility for Work; No Liens.** All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easements Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easements, are to be at the sole expense of the Grantee performing the Easements Activities, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof.

Grantees shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Ingress and Egress and Water Main Easement Area. Each Grantee shall defend, indemnify and hold harmless Grantor and the other Grantee from and against any such claims or liens which arise out of the Grantee's own Easements Activities.

9. **Permits Required; Compliance with All Applicable Laws and Regulations.** Each Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable Federal, State and local laws, rules, regulations and ordinances in its conduct of the Easements Activities.

10. **Indemnification and Hold Harmless Provision.** Each Grantee shall, to the extent permitted by law, defend, indemnify and hold harmless Grantor, its owners, members, managers, directors, officers, tenants, licensees, permitted users, employees, agents and representatives (Grantor and such other persons being hereinafter collectively called the "**Grantor Indemnitees**"), and the other Grantee, its elected officials (if any), employees, volunteers and agents (the other Grantee and such other persons being hereinafter collectively called the "**Grantee Indemnitees**"), against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' fees, suffered, incurred or sustained by any of the Grantor Indemnitees or any of the Grantee Indemnitees, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from the exercise by Grantee, or any other person acting on its behalf or with

its authority and permission, of the rights and privileges granted Grantee under this Grant of Easements.

Notwithstanding the foregoing, a Grantee shall not be required to defend, indemnify or hold harmless the Grantor Indemnitees for the Grantor Indemnitees' own acts or omissions, and vice versa, as to Grantor's indemnification of Grantee Indemnitees, and a Grantee shall not be required to defend, indemnify or hold harmless the other Grantee for the other Grantee's own acts or omissions.

The obligations under this section shall survive the termination or expiration of this Grant of Easements.

11. **Easements Run With the Land.** The perpetual Easements granted herein shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of Grantor and Grantees, and their respective heirs, executors, successors, grantees, lessees and assigns.

12. **No Waiver.** No waiver of any rights which the Parties have in the event of any default or breach by the other Parties under this Grant of Easements shall be implied from failure by a Party to take any action on account of such breach or default, and no express waiver by a Party shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

13. **Notice.** Any and all notices, demands, consents and approvals required under this Grant of Easements shall be sent and deemed received:

- A. on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or

- B. on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery;
- C. personal delivery; or
- D. by electronic mail.

if addressed to the Parties as follows:

To Grantor: **Hoffmann 600 Lombard LLC**
 2330 Hammond Drive, Suite G
 Schaumburg, Illinois 60173
 Attn: Fred R. Hoffmann

With a copy to: Guerard, Kalina & Butkus
 310 S. County Farm Road, Suite H
 Wheaton, Illinois 60187
 Attn: J. Steven Butkus

To Village: **Village of Lombard**
 255 East Wilson Avenue
 Lombard, Illinois 60148
 Attn: Village Manager

With a copy to: Klein, Thorpe and Jenkins, Ltd.
 15010 S. Ravinia Ave., Suite 10
 Orland Park, Illinois 60462
 Attn: Jason A. Guisinger

To Commission: **DuPage Water Commission**
 600 Butterfield Road
 Elmhurst, Illinois 60126
 Attn: General Manager

With a copy to: _____

Attn: _____

or to such other person(s) and address(es) as a Party may designate from time to time. Failure to deliver a courtesy copy to a Party's counsel shall not render ineffective any otherwise validly served notice upon such Party.

14. **No Waiver of Rights Under Local Governmental and Governmental Employees Tort Immunity Act.** Nothing contained in this Grant of Easements is intended to be, nor shall operate as, a waiver by Grantees of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act including, without limitation, the indemnification obligations in Paragraph 10.

15. **Entire Agreement.** This Grant of Easements contains the entire agreement between the Parties with respect to the use of the Ingress and Egress and Water Main Easement Area and the Grantor Property by Grantees in connection with the Easements Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by all the Parties.

17. **No Third-Party Beneficiaries.** This Grant of Easements is entered into solely for the benefit of the Parties, and nothing in this Grant of Easements is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Grant of Easements or to acknowledge, establish or impose any legal duty to any third party.

18. **No Consequential, Special or Exemplary-Punitive Damages; Prevailing Party Shall Recover Court Costs and Attorney's Fees.** Anything to the contrary set forth herein notwithstanding, no Party to this Grant of Easements shall seek, claim, be entitled to recover or accept any award of consequential, special or exemplary-punitive damages. Otherwise, the respective Parties hereto have the specified remedies set forth herein as well as such other available legal and equitable remedies under Illinois law, including, as may be applicable, specific performance. In the event any Party files suit to enforce this Grant of Easements, then the prevailing Party in such suit shall be

entitled to recover from the other Party hereto such prevailing Party's court costs and reasonable attorney's fees.

19. **Applicable Law; Venue.** This Grant of Easements shall be governed by and shall be construed in accordance with the laws of the State of Illinois. Venue for any disputes or enforcement hereof shall be in the Illinois Circuit Court for the Eighteenth (18th) Judicial Circuit, Wheaton, DuPage County, Illinois. As a partial, mutual inducement to the Parties to enter into this Grant of Easements, each of the Parties waives its right to seek or demand any trial by jury as to any matter pertaining to this Grant of Easements.

20. **Recording of the Easements; Relocation of Easements and Water Main Improvements.** This Grant of Easements and its attached Plat shall be executed and recorded with the DuPage County Recorders Office as part of and immediately after the Village's completion of its acquisition of the aforementioned Water Tower Lot (Lot 2) from the Grantor (or its successors-in-interest). This Grant of Easements is subject to a right of the Grantor (and its successors-in-interest) as well as of the Village, and each of them, to request and be granted by the Grantees a reasonable relocation of the Easements as well as any of the constructed or proposed Water Main Improvements, as may be reasonably necessary in order to accommodate any Village-approved, actual future subdivision and subdivision improvements configuration and future site development improvements thereon (the "Subdivision Activities"), provided such relocation or adjustment will not materially adversely affect the engineered efficiencies and operations of the Water Main Improvements or the water tower. The costs of any such relocation of the Easements and any of the constructed or proposed Water Main Improvements, including but not limited to engineering design work, survey work and

preparation of new plats of dedication of the revised Easements, preparation of construction plans, re-platting of Easements, filing of update plats of easements, construction work, construction management services, insurance premiums, performance and payment bonds, inspection services, attorney's fees, applicable permit fees and review fees, shall be borne by the Grantor or its successors-in-interest. As part of any Subdivision Activities that require the relocation of the Easements and the Water Main Improvements, the Parties agree to reasonably cooperate to arrange for either an amendment to this Grant of Easements or a replacement Grant of Easements instrument to be prepared and recorded to update and conform the description of such Easements with any Village-approved final subdivision plat(s), including the location of the private road that will serve Lot 2 on such Final Plat(s). Additionally, this Grant of Easements is further subject to the Village having completed acquisition of such Water Tower Lot (Lot 2) from the Grantor **by not later than January 31, 2025**, and in the event completion of such acquisition of the Water Tower Lot (Lot 2) is not so timely consummated and completed by such date, then all Parties agree to cause this Grant of Easements to be vacated and eliminated of record.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor, the Village and the Commission have caused their names to be signed to these presents the day and year first above written.

GRANTOR: **HOFFMANN 600 LOMBARD LLC**, an Illinois Limited Liability Company

By: _____
Fred R. Hoffmann, Manager

VILLAGE: **VILLAGE OF LOMBARD**, an Illinois non-home rule municipal corporation

By: _____
Keith Giagnorio, Village President

ATTEST: _____
Elizabeth Brezinski, Village Clerk

COMMISSION: **DUPAGE WATER COMMISSION**

By: _____
James Zay, Chairman

ATTEST: _____
Danna Mundall, Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Elizabeth Brezinski, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Lombard (the "Village"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2024.

Notary Public

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James Zay and Danna Mundall, personally known to me to be the Chairman and the Clerk, respectively, of the DuPage Water Commission (the "Commission"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Chairman and Clerk, they signed and delivered the said instrument and caused the corporate seal of the Commission to be affixed thereto, pursuant to authority given by the Board of Commissioners of said Commission, as their free and voluntary act, and as the free and voluntary act and deed of the Commission, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2024.

Notary Public

Exhibit A

**Final Plat Of Subdivision For The
600 To 690 East Butterfield Road Property
(Hoffmann – Lombard Subdivision, Lombard, Illinois) with
Dedication of Ingress and Egress and Water Main Easements
for the 600 to 690 East Butterfield Road Properties**

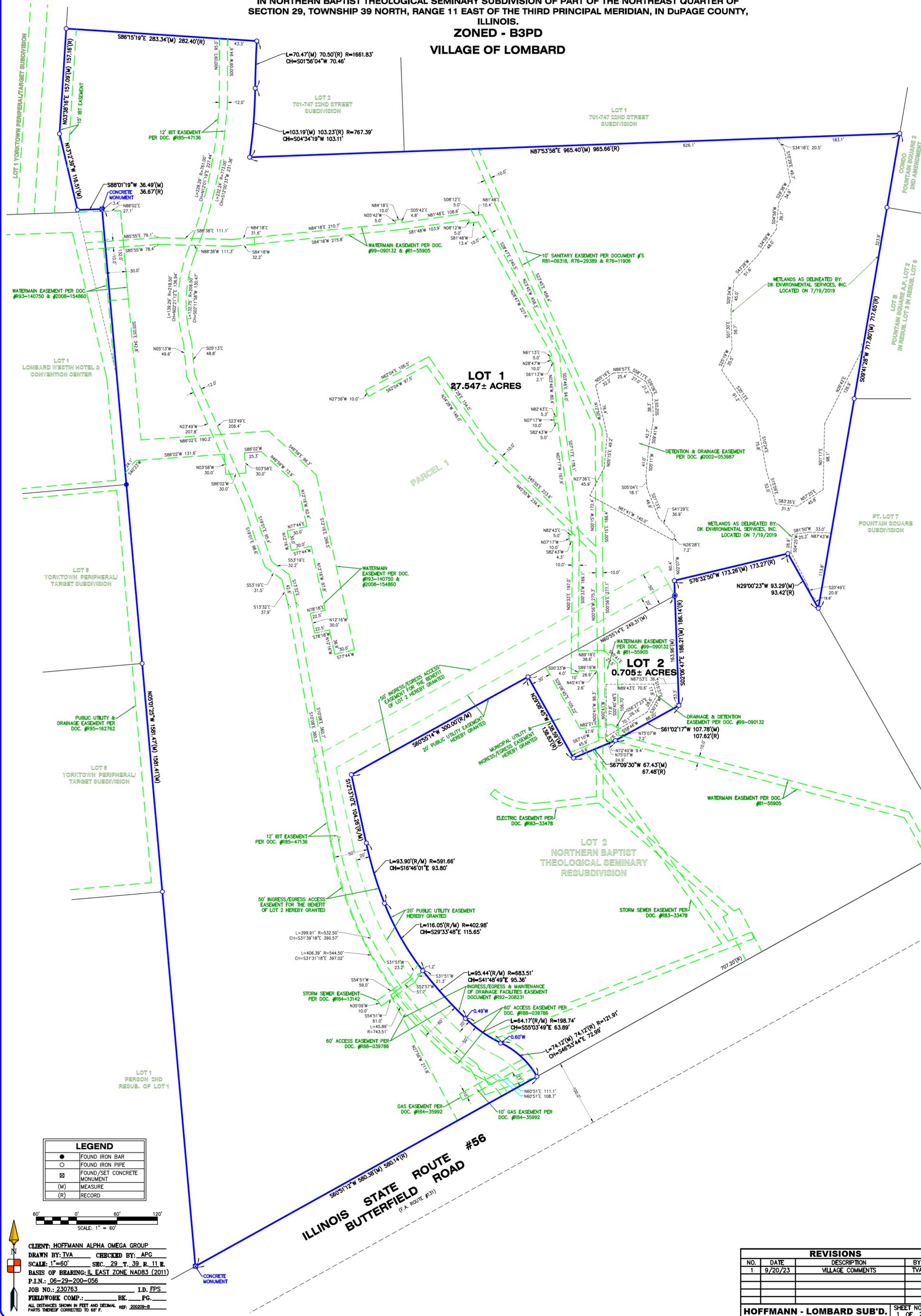
(attached)

FINAL PLAT OF HOFFMANN - LOMBARD SUBDIVISION

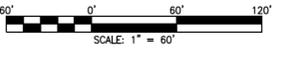
PARCEL ID #06-29-200-056

A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1
IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DuPAGE COUNTY,
ILLINOIS.

**ZONED - B3PD
VILLAGE OF LOMBARD**



LEGEND	
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊠	FOUND/SET CONCRETE MONUMENT
(M)	MEASURE
(R)	RECORD



CLIENT: HOFFMANN ALPHA OMEGA GROUP
DRAWN BY: IVA CHECKED BY: APG
SCALE: 1"=60'
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 06-29-200-056
JOB NO.: 230763 I.D. FPS
FIELDWORK COMP.: BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL
PARTS THEREOF CORRECTED TO 68° F.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	9/20/23	VILLAGE COMMENTS	TVA

HOFFMANN - LOMBARD SUB'D. SHEET NO. 1 OF 2



FINAL PLAT OF HOFFMANN - LOMBARD SUBDIVISION

A RESUBDIVISION OF PARCEL 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY ASSESSMENT PLAT OF LOT 1 IN NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. ZONED - B3PD VILLAGE OF LOMBARD

CORPORATE OWNERS CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

This is to certify that _____ is the owner of the land described on the plat hereon drawn and shown hereon as subdivided; that they have caused said land to be surveyed, subdivided, staked and platted as shown hereon, for the purpose of having this plat recorded provided by law.

To the best of our knowledge, aforesaid subdivision resides within the boundary of the following school districts:

COLLEGE OF DUPAGE #502 ELEMENTARY SCHOOL DISTRICT #45 HIGH SCHOOL DISTRICT #88

In witness where we have hereunder set my our hands of

Seal (s) this _____ day of _____, 2023 A.D.

President

Secretary

NOTARY CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the _____ of _____ corporation, and _____ personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ and _____ signed and delivered the said instrument as _____ and _____ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, Given under my hand and Notarial Seal

this _____ day of _____, 2023 A.D.

Notary Public My Commission Expires _____

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

The undersigned as Mortgagee pursuant to the mortgage dated _____ and recorded as Document No. _____ and as modified by Document No. _____ and recorded on _____ hereby consents to the dedication and plat shown hereon.

Dated this _____ day of _____, 20____ A.D., by _____ an Illinois Banking Corporation.

By _____ Attest: _____
Title: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the _____ of _____ corporation, and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ and _____ signed and delivered the said instrument as _____ and _____ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, Given under my hand and Notarial Seal

this _____ day of _____, 2023 A.D.

Notary Public My Commission Expires _____

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

The undersigned as Mortgagee pursuant to the mortgage dated _____ and recorded as Document No. _____ and as modified by Document No. _____ and recorded on _____ hereby consents to the dedication and plat shown hereon.

Dated this _____ day of _____, 20____ A.D., by _____ an Illinois Banking Corporation.

By _____ Attest: _____
Title: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the _____ of _____ corporation, and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ and _____ signed and delivered the said instrument as _____ and _____ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, Given under my hand and Notarial Seal

this _____ day of _____, 2023 A.D.

Notary Public My Commission Expires _____

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

This is to certify that the Village Board of Trustees of the Village of Lombard, Illinois, have reviewed and approved this Plat. Dated

this _____ day of _____, 2023 A.D.

Village President

Village Clerk

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

I, _____ Village Treasurer for the Village of Lombard, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract included in the plat.

Dated this _____ day of _____, 2023 A.D.

Village Treasurer

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

This is to certify that, the Community Development Director of the Village of Lombard, has reviewed and approved this Plat.

Dated this _____ day of _____, 2023 A.D.

Community Development Director

DUPAGE COUNTY WATER COMMISSION CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

This is to certify that, the DuPage County Water Commission, has reviewed and approved this Plat.

Dated this _____ day of _____, 2023 A.D.

Director

PUBLIC UTILITY EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to:

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS AKA ILLINOIS BELL TELEPHONE COMPANY, APPLICABLE CABLE TELEVISION COMPANY, VILLAGE OF LOMBARD, GRANTEES

their respective licensees, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets, storm sewer, sanitary sewer, watermain or other facilities used in connection with overhead and underground transmission and distribution of electricity, storm sewer, sanitary sewer, watermain, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2, as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an apportionment to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking", and "common area". The term "common area or areas" and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond, or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

NICOR GAS EASEMENT PROVISIONS

An easement for serving the Lot and other property with Gas service is hereby reserved for and granted to Northern Illinois Gas Company (a.k.a. Nicor)

An easement is hereby reserved for and granted to Northern Illinois Gas Company, an Illinois corporation, doing business as Nicor Gas Company, its successors and assigns (hereinafter "Nicor") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on the plat marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E.", "Public Utility and Drainage Easement", "P.U. & D.E.", "Common Area or Areas" (or similar designations), streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", together with the right to install required service connections over or under the surface of each lot and Common Area or Areas, and to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Nicor facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of Nicor. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time. The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

COVENANTS, CONDITIONS AND RESTRICTIONS

Covenants and Restrictions covering this Plat of Subdivision have been recorded as

Document No. _____

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING AND PLEASE RETURN TO:

Name: _____
Address: _____
City, State: _____

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

This instrument filed for record in the Recorder's Office of DuPage County,

Illinois, on this _____ day of _____, 2023, A.D.,

at _____ o'clock _____ M. and recorded as

Document Number _____

DuPage County Recorder

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

I, _____ County Clerk of DuPage County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against any of the land included in the described property. I further certify that I have received all statutory fees in connection with the plat.

Dated this _____ day of _____, 2023 A.D.

DuPage County Clerk

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF McHENRY)

This is to certify that I, Terry L. Van Alstine of VANDERSTAPPEN LAND SURVEYING, INC., have surveyed and subdivided subject property into 2 Lots, with no new streets, and the property as described and shown hereon, correctly represents said survey and subdivision, and is legally described as follows:

A Resubdivision of Parcel 1 in Northern Baptist Theological Seminary Assessment Plat of Lot 1 in the Resubdivision of Northern Baptist Theological Seminary Subdivision, being a Subdivision of part of the Northeast Quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, according to said Assessment Plat thereof recorded August 28, 2007 as Document Number R2007-159301, in DuPage County, Illinois.

I, further certify, that all regulations enacted by the Mayor and Village Board of Trustees of the Village of Lombard relative to annexed plats have been complied with in preparation of this Plat of Resubdivision.

I, further certify, that the land is within the Village of Lombard, which has adopted a Village Comprehensive Plan and Map, and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, as amended.

I, further certify, that based upon a review of the Flood Insurance Rate Map (F.I.R.M.) Community Panel Number's 17043C0157J, 17043C0159J, 17043C0176J & 17043C0178J with an effective date August 1, 2019 indicates that subject property lies within Zone's "X" and "AE" areas determined to be inside & outside the 0.2% chance of annual flooding, as identified and shown on said F.I.R.M. prepared by the Federal Emergency Management Agency.

I, further certify, that the total area surveyed contains 27.547± Acres (1,199,964 Square Feet).

I, further certify, that iron stakes or appropriate monumentation, marks all lot corners and point of changes in alignment, are or will be set, as required by the Plat Act (Illinois Revised Statutes 765 ILCS 205/1). All distances are shown in feet and decimals thereof.

Given under my hand and seal this 24th., day of August, 2023.

Terry L. Van Alstine, No. 035-3055
VANDERSTAPPEN LAND SURVEYING, INC.
DESIGN FIRM #184-002792
Expires April 30, 2025

STORMWATER MANAGEMENT AND DETENTION EASEMENT

A Stormwater Management Easement is hereby reserved for and granted to the Village of Lombard, Illinois with the areas designated on the plat as "Stormwater Management Easement Hereby Granted" for the collection, conveyance, and storage of stormwater in areas to be maintained by the owner of the lot(s) on which the facilities exist in accordance with village ordinances and the approved final engineering improvements plans. Encroachment of any kind including landscaping, fences, sheds, or accessory structures within said easement is prohibited unless the village engineer has determined said encroachment will not interfere with the proper function of said facilities. The Village shall have the right to enter with personnel and equipment upon said easement at any time for the purposes of access to and inspection of the Stormwater facilities located within said easement. If the owner fails to maintain said facilities and, after receipt of notice from the village of said failure, the owner fails to make required repairs in a reasonable period of time, the village may make the required repairs and seek reimbursement from the owner for the costs incurred by the village to make the repair and/or file a lien on the property.

INGRESS/EGRESS EASEMENT PROVISIONS

The ingress/egress access easement hereby granted for the benefit of Lot 2, may hereafter be, upon the future written request of the owner(s) of Lot 1 (or the owner[s] of that portion of Lot 1 as is so affected), relocated to another, alternative reasonable location situated on such Lot 1 (the "new easement"), in connection with the future re-subdivision of such Lot 1. The consent of such Lot 2 owner to such relocation of easement request shall not be unreasonably withheld or delayed. If such a relocation of the easement to such new easement location is so requested and consent to the same granted, then the original subject easement so granted and created by this Plat shall be abrogated in exchange for such Lot 1 owner(s) grant of such new easement for the benefit of such Lot 2. The Lot 1 owner(s) agree to bear the reasonable costs and expenses of relocation of such easement and of suitably constructing and improving the new easement area with road improvements and other existing infrastructure similar to those as had been previously constructed and installed on such original easement area created by this Plat using like-kind and like-quality materials, the same or as-needed quantity of materials and the same construction methods. The Lot 1 owner(s) and Lot 2 owner additionally shall reasonably cooperate with one another to coordinate and effectuate the foregoing. Upon the relocation of such easement as part of the re-subdivision of Lot 1, this easement relocation provision that benefits Lot 2 shall terminate.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	9/20/23	VILLAGE COMMENTS	TVA
2	11/09/23	ADD EASEMENT PROVISION	TVA
HOFFMANN - LOMBARD SUB'D.			
			SHEET NO. 2 OF 2

CLIENT: HOFFMANN ALPHA OMEGA GROUP
DRAWN BY: IVA CHECKED BY: APG
SCALE: 1"=60' SEC. 29 T. 39 R. 11 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 06-29-200-056
JOB NO.: 230763 I.D. FPS
FIELDWORK COMP.: BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F.
REF: 200209-8

PREPARED FOR:
HOFFMANN ALPHA OMEGA DEVELOPMENT GROUP, LLC.
2330 HAMMOND DRIVE
SCHAUMBURG, ILLINOIS 60173

PREPARED BY:
VANDERSTAPPEN LAND SURVEYING, INC.
1316 N MADISON STREET
WOODSTOCK, ILLINOIS 60098



Resolution #: R-57-24

Account: 01-60-663300 \$42,000

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/14/2024

Description: A Resolution Approving Purchasing Certain Meter Station Doors and Installation Services at a Cost Not-to-Exceed \$42,000.

Agenda Section: Engineering & Construction

Originating Department: Pipeline & Remote Facilities

Staff has identified three (3) meter stations with entry doors and frames requiring replacement due to deterioration to the point that repairs are impractical. These doors and frames were installed under the original meter station construction contracts, several of which are custom arched doors and frames. Two of the three stations requiring the replacements are of the arched variety and therefore cost a premium to replace as they will require custom work. To reduce the cost of the door and frame replacements, staff will be performing the demolition and the disposal of the existing doors and frames.

In accordance with Commission Purchasing Procedures, staff solicited proposals from several vendors and service providers. As solicited vendors would need to procure the custom doors and frames from either of the two firms listed below, only two competitive quotes were received which are listed below:

Company	Estimated Cost
Door Systems Inc.	\$40,058.57
Industrial Door Company	\$42,390.00

Staff recommends approval of R-57-24 to procure materials and installation services from Door Systems Inc., in the amount not-to-exceed cost of \$42,000 to cover all materials, services and contingencies.

Recommended Motion:

To approve R-57-24.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-57-24

A RESOLUTION APPROVING PURCHASING CERTAIN METER STATION
ENTRY DOORS AND INSTALLATION SERVICES

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 Meter Station Entry Doors and Installation Services; and

WHEREAS, the Commission desires to replace three (3) existing meter station doors which are beyond their serviceable life; 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 Door System Inc., 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 three (3) Meter Station Entry Doors and Installation Services from Door Systems Inc., for the price set forth in Its Proposal, not to exceed \$42,000.

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-57-24docx

Proposal



Date: 9/20/2024	Bid No: DF92024-1-7
Bill To: DuPage Water Commission 600 Butterfield Rd. Elmhurst, IL 60126	Job Site: DuPage Water Commission 626 N. Swift Rd. Addison, IL
Attention: Bill Wegner	Contact: Bill Wegner
Phone: 630-834-0100	Phone: 630-834-0100
Email: wegner@dpwc.org	Email: wegner@dpwc.org

Customer please confirm Billing, Shipping and Contact information

Door Systems ASSA ABLOY respectfully submits the following solution for your review and approval:

We will provide labor and/or materials to perform the following:

Location: Pump House Entry Door

\$16,688.18

Install One (1) Custom Arch Style Special Lite Pedestrian Door/Frame in Clean Opening

Model Number SL-17 Single Swing with Pebble Finish-Finish TBD by customer

- Continuous Gear Hinge
- Reinforced Polymer Face
- Resistance to Scratches and Graffiti
- Watertight with Thermal Foam Core
- Mortise Lockset Prep
- Full Weather Seal Package
- Tube Frame
- One (1) New Hydraulic Commercial Closer with Hold Open Arm
- Reuse Mortise Lockset
- Reinstall Sensors
- Customer to remove Existing Door

Work is quoted based on Ready Access and may be subject to additional trip charges when access is not met. Please allow up to 8 hours of uninterrupted access during business hours to complete

<u>Total Investment Required to Implement the Proposed Solution</u>	\$16,688.18
--	--------------------

- Exceptions/Exclusions:** PLEASE READ THE EXCEPTIONS/EXCLUSIONS BELOW BEFORE SIGNING
- Door Systems ASSA ABLOY shall be allowed uninterrupted and exclusive access to the appropriate openings and work areas
 - All work is to be performed during normal business hours unless otherwise stated above
 - Any additional work and/or recommendations identified before, during or after the execution of the above scope will be quoted separately
 - Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing Terms: **50% billed upon acceptance, balance billed when completed**

This proposal expires on: October 18, 2024

Dan Fiske
Sr. Sales Representative
Door Systems ASSA ABLOY
Mobile
Fax (630) 548-9322
Email

Accepted By:

Submitted By:

_____ Signature	_____ Signature
_____ Full Legal Name of Client Representative (printed)	_____ Dan Fiske Door Systems Representative (printed)
_____ Title	_____ Sr. Sales Representative
_____ Date	_____ 9/20/2024 Date

Door Systems ASSA ABLOY
2019 Corporate Lane, Suite 159
Naperville, IL 60563

Phone: (630) 250-0101
Fax: (630) 548-9322

Find Us On The Web At:
www.DoorSystems.com
DuPage Water Addison DF92024-1-7 Pump House Door
52 of 74

Door Systems ASSA ABLOY

TERMS AND CONDITIONS

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

1. This Agreement, upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Door Systems ASSA ABLOY. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Door Systems ASSA ABLOY.
2. This Proposal is subject to acceptance by the Customer within 60 days from date shown on the quote. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Door Systems ASSA ABLOY credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Door Systems ASSA ABLOY may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Door Systems ASSA ABLOY reserves the right to add to any account outstanding more than 30 days interest at 11/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Door Systems ASSA ABLOY including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. Customer shall pay Door Systems ASSA ABLOY, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Door Systems ASSA ABLOY is required to pay in connection with the services or materials furnished hereunder.
5. The contract stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Door Systems ASSA ABLOY any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
6. **Door Systems ASSA ABLOY shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Door Systems ASSA ABLOY, Door Systems ASSA ABLOY shall be excused from furnishing said materials or equipment and be reimbursed for the difference between costs of materials or equipment unavailable and the cost of an available reasonable substitute.**
7. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to lead paints & asbestos, upon, beneath, about, or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with the Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Door Systems ASSA ABLOY and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines, and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any of such indemnified parties, based upon, arising out of or in any way relating to exposures to, handling of, or disposal of any hazardous materials or substances, including but not limited to lead paints & asbestos, in connection with the services performed hereunder. Door Systems ASSA ABLOY shall have the right to suspend its work at no penalty to Door Systems ASSA ABLOY until such product or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted.
8. If accepted orders are cancelled by Customer, Customer will reimburse any and all costs, expenses and losses incurred as a result of order acceptance.
9. Door Systems ASSA ABLOY extends the manufacturer's warranties on all parts and materials it supplies and warrants labor to meet industry standards for a period of thirty (30) days from the date performed unless otherwise stated in this proposal. Door Systems ASSA ABLOY expressly limits its warranty on Customer's equipment to cover only that portion of equipment which had specific service work done by Door Systems ASSA ABLOY. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
10. **DOOR SYSTEMS ASSA ABLOY SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DOOR SYSTEMS. IN NO EVENT WILL DOOR SYSTEMS ASSA ABLOY LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DOOR SYSTEMS ASSA ABLOY FROM CUSTOMER UNDER THE INSTANT AGREEMENT.**
11. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for costs, damages, and expenses caused thereby. Each of us agrees to defend and hold harmless the other party, its officers, directors, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, caused by the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
12. This Agreement is governed by and construed in accordance with the laws of the State of Illinois

Proposal



Date:	9/20/2024	Bid No:	DF92024-1-8
Bill To:	DuPage Water Commission 600 Butterfield Rd. Elmhurst, IL 60126	Job Site:	DuPage Water Commission 326 W. Center St. Itasca, IL
Attention:	Bill Wegner	Contact:	Bill Wegner
Phone:	630-834-0100	Phone:	630-834-0100
Email:	wegner@dpwc.org	Email:	wegner@dpwc.org

Customer please confirm Billing, Shipping and Contact information

Door Systems ASSA ABLOY respectfully submits the following solution for your review and approval:

We will provide labor and/or materials to perform the following:

Location: Pump House Entry Door

\$6,682.21

Install One (1) Custom Sized Special Lite Pedestrian Door/Frame in Clean Opening

Model Number SL-17 Single Swing with Pebble Finish-Finish TBD by customer

- Continuous Gear Hinge
- Reinforced Polymer Face
- Resistance to Scratches and Graffiti
- Watertight with Thermal Foam Core
- Mortise Lockset Prep
- Full Weather Seal Package
- Tube Frame
- One (1) New Hydraulic Commercial Closer with Hold Open Arm
- Reuse Mortise Lockset
- Reinstall Sensors
- Customer to remove Existing Door

Work is quoted based on Ready Access and may be subject to additional trip charges when access is not met. Please allow up to 8 hours of uninterrupted access during business hours to complete

<u>Total Investment Required to Implement the Proposed Solution</u>	\$6,682.21
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Exceptions/Exclusions: PLEASE READ THE EXCEPTIONS/EXCLUSIONS BELOW BEFORE SIGNING

1. Door Systems ASSA ABLOY shall be allowed uninterrupted and exclusive access to the appropriate openings and work areas
2. All work is to be performed during normal business hours unless otherwise stated above
3. Any additional work and/or recommendations identified before, during or after the execution of the above scope will be quoted separately
4. Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing Terms: **50% billed upon acceptance, balance billed when completed**

This proposal expires on: October 18, 2024

Dan Fiske
Sr. Sales Representative
Door Systems ASSA ABLOY
Mobile
Fax (630) 548-9322
Email

Accepted By:

Submitted By:

Signature	Signature
Full Legal Name of Client Representative (printed)	Dan Fiske Door Systems Representative (printed) Sr. Sales Representative
Title	Title
Date	9/20/2024 Date

Door Systems ASSA ABLOY
2019 Corporate Lane, Suite 159
Naperville, IL 60563

Phone: (630) 250-0101
Fax: (630) 548-9322

Find Us On The Web At:
www.DoorSystems.com

Door Systems ASSA ABLOY

TERMS AND CONDITIONS

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

1. This Agreement, upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Door Systems ASSA ABLOY. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Door Systems ASSA ABLOY.
2. This Proposal is subject to acceptance by the Customer within 60 days from date shown on the quote. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Door Systems ASSA ABLOY credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Door Systems ASSA ABLOY may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Door Systems ASSA ABLOY reserves the right to add to any account outstanding more than 30 days interest at 11/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Door Systems ASSA ABLOY including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. Customer shall pay Door Systems ASSA ABLOY, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Door Systems ASSA ABLOY is required to pay in connection with the services or materials furnished hereunder.
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6. **Door Systems ASSA ABLOY shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Door Systems ASSA ABLOY, Door Systems ASSA ABLOY shall be excused from furnishing said materials or equipment and be reimbursed for the difference between costs of materials or equipment unavailable and the cost of an available reasonable substitute.**
7. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to lead paints & asbestos, upon, beneath, about, or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with the Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Door Systems ASSA ABLOY and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines, and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any of such indemnified parties, based upon, arising out of or in any way relating to exposures to, handling of, or disposal of any hazardous materials or substances, including but not limited to lead paints & asbestos, in connection with the services performed hereunder. Door Systems ASSA ABLOY shall have the right to suspend its work at no penalty to Door Systems ASSA ABLOY until such product or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted.
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10. **DOOR SYSTEMS ASSA ABLOY SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DOOR SYSTEMS. IN NO EVENT WILL DOOR SYSTEMS ASSA ABLOY LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DOOR SYSTEMS ASSA ABLOY FROM CUSTOMER UNDER THE INSTANT AGREEMENT.**
11. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for costs, damages, and expenses caused thereby. Each of us agrees to defend and hold harmless the other party, its officers, directors, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, caused by the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
12. This Agreement is governed by and construed in accordance with the laws of the State of Illinois

Proposal



Date: 9/20/2024	Bid No: DF92024-1-6
Bill To: DuPage Water Commission 600 Butterfield Rd. Elmhurst, IL 60126	Job Site: DuPage Water Commission 626 N. Swift Rd. Lisle, IL
Attention: Bill Wegner	Contact: Bill Wegner
Phone: 630-834-0100	Phone: 630-834-0100
Email: wegner@dpwc.org	Email: wegner@dpwc.org

Customer please confirm Billing, Shipping and Contact information

Door Systems ASSA ABLOY respectfully submits the following solution for your review and approval:
We will provide labor and/or materials to perform the following:

Location: Pump House Entry Door

\$16,688.18

Install One (1) Custom Arch Style Special Lite Pedestrian Door/Frame in Clean Opening

Model Number SL-17 Single Swing with Pebble Finish-Finish TBD by customer

- Continuous Gear Hinge
- Reinforced Polymer Face
- Resistance to Scratches and Graffiti
- Watertight with Thermal Foam Core
- Mortise Lockset Prep
- Full Weather Seal Package
- Tube Frame
- One (1) New Hydraulic Commercial Closer with Hold Open Arm
- Reuse Mortise Lockset
- Reinstall Sensors
- Customer to remove Existing Door

Work is quoted based on Ready Access and may be subject to additional trip charges when access is not met.
Please allow up to 8 hours of uninterrupted access during business hours to complete

<u>Total Investment Required to Implement the Proposed Solution</u>	\$16,688.18
--	--------------------

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1. Door Systems ASSA ABLOY shall be allowed uninterrupted and exclusive access to the appropriate openings and work areas
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Billing Terms: 50% billed upon acceptance, balance billed when completed

This proposal expires on: October 18, 2024

Dan Fiske
Sr. Sales Representative
Door Systems ASSA ABLOY
Mobile
Fax (630) 548-9322
Email

Accepted By:

Submitted By:

Signature	Signature
Full Legal Name of Client Representative (printed)	Dan Fiske
Title	Door Systems Representative (printed) Sr. Sales Representative
Date	Title 9/20/2024 Date

Door Systems ASSA ABLOY
2019 Corporate Lane, Suite 159
Naperville, IL 60563

Phone: (630) 250-0101
Fax: (630) 548-9322

Find Us On The Web At:
www.DoorSystems.com

Door Systems ASSA ABLOY

TERMS AND CONDITIONS

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1. This Agreement, upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Door Systems ASSA ABLOY. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Door Systems ASSA ABLOY.
2. This Proposal is subject to acceptance by the Customer within 60 days from date shown on the quote. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Door Systems ASSA ABLOY credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Door Systems ASSA ABLOY may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Door Systems ASSA ABLOY reserves the right to add to any account outstanding more than 30 days interest at 11/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Door Systems ASSA ABLOY including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
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5. The contract stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Door Systems ASSA ABLOY any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
6. **Door Systems ASSA ABLOY shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Door Systems ASSA ABLOY, Door Systems ASSA ABLOY shall be excused from furnishing said materials or equipment and be reimbursed for the difference between costs of materials or equipment unavailable and the cost of an available reasonable substitute.**
7. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to lead paints & asbestos, upon, beneath, about, or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with the Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Door Systems ASSA ABLOY and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines, and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any of such indemnified parties, based upon, arising out of or in any way relating to exposures to, handling of, or disposal of any hazardous materials or substances, including but not limited to lead paints & asbestos, in connection with the services performed hereunder. Door Systems ASSA ABLOY shall have the right to suspend its work at no penalty to Door Systems ASSA ABLOY until such product or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted.
8. If accepted orders are cancelled by Customer, Customer will reimburse any and all costs, expenses and losses incurred as a result of order acceptance.
9. Door Systems ASSA ABLOY extends the manufacturer's warranties on all parts and materials it supplies and warrants labor to meet industry standards for a period of thirty (30) days from the date performed unless otherwise stated in this proposal. Door Systems ASSA ABLOY expressly limits its warranty on Customer's equipment to cover only that portion of equipment which had specific service work done by Door Systems ASSA ABLOY. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
10. DOOR SYSTEMS ASSA ABLOY SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DOOR SYSTEMS. IN NO EVENT WILL DOOR SYSTEMS ASSA ABLOY LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DOOR SYSTEMS ASSA ABLOY FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
11. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for costs, damages, and expenses caused thereby. Each of us agrees to defend and hold harmless the other party, its officers, directors, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, caused by the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
12. This Agreement is governed by and construed in accordance with the laws of the State of Illinois



ESTIMATE & CONTRACT



Date: 9/12/2024
Bill To: Dupage Water Commission
600 E Butterfield Rd
60126
Attention: Bill Wegner
Phone: 815-474-2528
Email: wegner@dpwc.org

Bid No: 091224 - 2 EC
Job Site: Dupage Water Commission
600 E Butterfield Rd
60126
Contact: Bill Wegner
Phone: 815-474-2528
Email: wegner@dpwc.org

Industrial Door Company of Chicago, Inc respectfully submits the following solution for your review and approval:
We will provide labor and/or materials to perform the following:

For Address 485 Warrenville Rd \$17,950.00

- *Block Off Opening
*Install new Fiber Glass Frame (CURVED to match opening)
*Install new Fiber Glass Door (CURVED to match opening)
*10 Year Manuafacture Warranty on Product
*Pebble Grain SpecLite3@ face sheets are .120" thick and provide scratch, scuff and fade resistance - MAINTENANCE FREE
*FINAL COLOR to be approved from Stock Samples
*Install new Heavy Duity Door Closer with Hold Open (25 year manufacture warranty)
*Re-use existing Panic Locking Hardware and Closer Bracket
*Test and adjust for proper operation

For Address 626 N Swift Rd \$17,950.00

- *Block Off Opening
*Install new Fiber Glass Frame (CURVED to match opening)
*Install new Fiber Glass Door (CURVED to match opening)
*10 Year Manuafacture Warranty on Product
*Pebble Grain SpecLite3@ face sheets are .120" thick and provide scratch, scuff and fade resistance - MAINTENANCE FREE
*FINAL COLOR to be approved from Stock Samples
*Install new Heavy Duity Door Closer with Hold Open (25 year manufacture warranty)
*Re-use existing Panic Locking Hardware and Closer Bracket
*Test and adjust for proper operation

For Address 326 W Central Rd \$6,490.00

- *Block Off Opening
*Install new Fiber Glass Frame
*Install new Fiber Glass Door
*10 Year Manuafacture Warranty on Product
*Pebble Grain SpecLite3@ face sheets are .120" thick and provide scratch, scuff and fade resistance - MAINTENANCE FREE
*FINAL COLOR to be approved from Stock Samples
*Install new Heavy Duity Door Closer with Hold Open (25 year manufacture warranty)
*Re-use existing Panic Locking Hardware and Closer Bracket
*Test and adjust for proper operation

Work is quoted based on Ready Access and may be subject to additional trip charges when access is not met.
Please allow up to 8 hours of uninterrupted access during business hours to complete

Note*
no warranty on re-used materials

Total Investment Required to Implement the Proposed Solution \$42,390.00

- Exceptions/Exclusions: PLEASE READ THE EXCEPTIONS/EXCLUSIONS BELOW BEFORE SIGNING
1. Industrial Door Co. shall be allowed uninterrupted and exclusive access to the appropriate openings and work areas
2. All work is to be performed during normal business hours unless otherwise stated above
3. Any additional work and/or recommendations identified before, during or after the execution of the above scope will be quoted separately
4. Pricing and acceptance are based upon the Terms and Conditions which are attached.
Billing Terms: 50% billed upon acceptance, balance billed when completed

This proposal expires on: October 10, 2024

Eddie Carrillo
Sales Project Manager
Industrial Door Company
Mobile 847-875-4149
Fax
Email ecarrillo@industrialdoor.com

Accepted By:

Submitted By:

Signature
Full Legal Name of Client Representative (printed)
Title

Signature
Eddie Carrillo
Door Systems Representative (printed)
Sales Project Manager
Title
092024 - 4 EC Dupage Water Commission Door and Frame Replacement
9/12/2024

Date

Date

Industrial Door Company of Chicago, Inc
Landmeier Rd.
Grove Village, IL 60007

1555
Elk Phone: (847) 258-5620

Find Us On The Web At:
www.IndustrialDoor.com

Industrial Door Company of Chicago, Inc

Terms & General Conditions

- 1) The Buyer(s) agree to pay the total of this contract within 10 days of the date of Invoice. If payment is not made within said 10-day period, commencing with the 11th day, Interest shall be charged on the unpaid balance at the rate of 2% per month (24% annual rate). The Buyer(s) hereby agree that should this contract become subject of litigation the Buyer(s) shall be liable for all expenses of collection including attorney's fees of Seller in a sum equal to not less than 20% of the sum due Seller or \$100.00, which ever is greater. The Buyer(s) agree they are primarily responsible for payment to the Seller and no sums are subject to any pay if paid or 3rd party payment arrangements, restrictions, or other entanglements.
- 2) Seller shall carry Workmen's Compensation and Public Liability Insurance to cover the work. Seller shall not be liable to indemnify or to hold harmless or to protect in any way Buyer or any other party involved in the work, whether any employee of Seller or Buyer or any third party, except to the extent of the Workmen's Compensation and Public Liability insurance maintained by Seller and in effect at the time.
- 3) Buyer(s) shall not withhold any part of the contract amount, including any extra work, for which payment is due under the terms of this agreement as retention, and the total contract price including the charges for any extras shall be payable to Seller within 10 days of Seller's invoice as provided herein. Buyer(s) signature on Seller's Work Order or Estimate/Contract is not a requirement for payment of Seller's Invoice. Where applicable and by IDC interpretation, material and equipment cost definitions are per Federal Acquisition Regulations – Contracts with Commercial Organizations.
- 4) The giving and accepting of drafts, notes or trade acceptances to evidence the payment(s) due shall not constitute or be construed as payment until said drafts, notes or trade acceptances are paid in full in cash. The acceptance by Seller of drafts, notes or trade acceptances shall not be deemed to be a waiver of any of its rights to a Mechanics Lien upon the premises on which the work is performed. Buyer(s) hereby expressly waives any and all rights of Homestead Exemption against the unpaid claim of Seller, which Buyer(s) may have in the premises on which work is being performed by the Seller.
- 5) In the event the Buyer(s) shall terminate the contract prior to completion of the work herein specified, Buyer(s) shall pay Seller for all labor and materials furnished to date of termination, including fabricated material whether delivered or undelivered to the site as long as fabrication has been commenced or completed. Such payment to be prorated in accordance with the progress of the work at the price herein set forth in addition thereto a sum equal to 25% of the total contract price as liquidated damages and not as a penalty.
- 6) Buyer(s) shall obtain and pay for all necessary permits, licenses, bonds, tests, inspections, retroactive fines and related fees or surveillance of any type which may be imposed under the building or zoning ordinances or by Cities, Counties, States or other regulatory authorities and shall keep the premises upon which Seller's work is to be installed adequately insured in a sum of money to insure the premises against any and all losses to the Seller by reason of damage to its work by vandalism, fire, water, windstorm or any other occurrence during the term of this contract.
- 7) In performing the terms of this contract, the Seller acts as principal and is not the agent or representative of any person, firm, corporation or group.
- 8) By allowing work to start Buyer(s) shall be deemed to have assented to the work and the terms and conditions set forth herein.
- 9) In the event Seller places this account in the hands of an attorney for collection and a suit to confess judgment is not commenced, Buyer(s) shall pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted and all other costs of litigation.
- 10) All promises, understandings, or agreements of any kind, to this agreement, not mentioned herein, are hereby expressly waived and void; and it is agreed that this instrument shall constitute the entire agreement between the parties, and shall not be modified in any manner, except in writing signed by both parties.
- 11) Seller's standard corporate coverage's and limits of insurance to apply - If additional coverage's are needed the Seller will attempt to secure those coverage's at additional cost to be added to the contract amount.
- 12) Seller's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or any other hazardous substances and the Buyer(s) agree to pay the Seller for delays resulting from the abatement process and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 13) It is expressly agreed between the parties that in the unlikely event of a dispute of any nature relating to this contract arising between them, other than the Buyer(s) failure to pay the amount due, that it will be submitted to the American Arbitration Association for binding arbitration, under the Construction Industry Rules. Laws of the State of Illinois to govern this contract.
- 14) The failure by Seller at any time to enforce or to require strict compliance of any provisions of this contract shall not constitute a present or future waiver of such provisions and shall not affect or impair in any way Seller's right at any time to enforce said provisions or to avail itself of such remedies as it may have for any breach thereof.
- 15) Buyer(s) agrees that it shall not, except with prior written consent of the seller, offer employment to, employ or otherwise solicit in any manner any person who is employed, engaged as a consultant, or otherwise engaged or retained by the Seller.

Erection Conditions

- 1) Seller assumes no responsibilities for failure of the installation or service or any resulting damage due to structural, electrical or mechanical deficiencies in or on the building or premises or surrounding areas including temporary, intermittent, or permanent power surges, fluctuations or other anomalies.
- 2) Buyer(s) shall provide electric current required for power tools, lighting and welding for the installation.
- 3) Buyer(s) is to furnish an authorized representative immediately upon completion of the installation or repair to sign Seller's work ticket, receive training, documentation, witness testing and otherwise to take control and responsibility for the apparatus. If Buyer(s) fails to provide an authorized representative immediately upon the completion of the work then the Buyer(s) forfeits any requirement for the Seller to produce a signed work ticket and the Buyer(s) will be responsible to contact the Seller's service department within (5) working days to schedule a chargeable return trip to observe, test, and receive training and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 4) Approval from the Authority Having Jurisdiction for any and all wall/opening/building/door repairs, maintenance, or modification(s) including fire doors/systems is the sole responsibility of the Buyer. Some fire door repairs may not use the original manufacturer's parts, may not conform to the original manufacturer's specifications nor function as originally intended. The Authority Having Jurisdiction may approve repairs or modifications made to a fire door or fire door system including not using the original manufacturer's parts. The option in many cases is the replacement of the existing fire door/system. The Buyer bears the sole responsibility for obtaining the approval for any and all wall/opening/building/door repairs, maintenance, or modification(s) including fire doors/systems and fire door repairs or modifications from the Authority Having Jurisdiction and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 5) Unless a maintenance agreement is purchased from IDC any and all routine inspection, testing and maintenance per the manufacturer's recommendations is the responsibility of the Buyer and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 6) In all cases the Buyer is the designer of the process/business system and IDC is the installer/service provider of a component(s) in the Buyer's process/business system.
- 7) Seller shall be allowed uninterrupted and exclusive access to openings during Installation/Service of equipment - delays will be charged as an Extra at our standard rates in effect at the time.
- 8) Buyer(s) to furnish the required SDS sheets, keep the area of the work HAZARD FREE, furnish the necessary barricades, traffic control, lockouts, overhead crane

safety precautions, overhead wires safety precautions, clean floors, clutter free work area, pedestrian routing, training and record keeping as required to meet Federal, State and Local requirements.

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9) Installation/Service dates are estimates only and Seller cannot guarantee commencement of work or completion thereof on any given date. Completion dates estimates cannot be given until Seller has been furnished with complete approved drawings and/or any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering material or service under this order or for the suitability of the products or services supplied or rendered. Seller shall not be liable in any event for any special, liquidated or consequential damages on account of failure or delay in performance regardless of cause.

Guarantees and Warrantees

- 1) Service Limited Guarantee: New parts and associated labor are guaranteed for 90 days
- 2) Electronics, controls and devices are guaranteed by the manufacturer and its limited guarantee supplied with the apparatus shall apply.
- 3) Parts Limited Warranty: Parts are guaranteed for 90 days from the date of installation and will be replaced for a service charge only. Note Par 7 below!
- 4) Service Charges: Are a two hour minimum at the rates in effect at the time
- 5) NO GUARANTEE OR WARRANTY WILL BE HONORED IF THE ACCOUNT HAS NOT BEEN PAID in full together with applicable service charges.
- 6) No Warrantees are made or will be deemed to have been made by either the Seller or Manufacturer of the equipment, parts or accessories sold to Buyer(s) under the terms of this contract except the following Limited Warrantee: Claims for apparent defects must be made in writing to Seller at its place of business indicated on the contract within ten (10) days after the installation/service and absent such notification the work shall be deemed to have been completed in a satisfactory manner. Furthermore Buyer(s) must notify the Seller in writing at its place of business indicated on the contract within two (2) days of learning of any problem before any progress or final payment is withheld or reduced in value. No materials may be returned without the prior written consent of the Seller. Notice of Latent Defects must be given to Seller in writing within ten (10) days of the discovery thereof in the same manner as provided herein for notice to Seller of apparent defects with respect to latent or apparent defects. Seller shall at its option repair or replace any materials which when installed may prove defective under normal and proper operation and maintenance within the time limits set forth above to the satisfaction of the Seller after inspection by the Seller. Seller shall not be liable for loses, damages (liquidated, consequential or otherwise), delays, labor costs or expenses directly or indirectly arising from the use of the material; the Sellers liability being expressly limited to the replacement or repair of defective goods or an allowance of credit therefore; the responsibility of the Seller being limited to the cost of the defective part only. This express limited warrantee is in lieu of, and excludes all other warrantees expressed or implied including, without limitations, merchantability or fitness for a particular purpose. This limited warrantee shall be void (a) if Buyer modifies, repairs or in any way alters the materials delivered by Seller without the prior written consent of Seller or (b) if notice of any claim has not been given to Seller in writing within the above terms or (c) if there are any open invoices from the Seller to the Buyer(s), or (d) if Buyer(s) has not followed manufacturer's instructions
- 7) Material(s) furnished by Seller is designed to be installed/serviced by knowledgeable, experienced door and operator installers, equipped to do the work. If materials furnished by Seller are installed by others, Seller is not responsible for installation, proper adjustment, safety, training, testing, serviceability, suitability, or operation thereof and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 8) Service on this equipment by UNTRAINED technicians is EXTREMELY DANGEROUS and under NO CIRCUMSTANCES is Seller or Manufacturer liable for any damages or injuries (including death) caused by such service by any UNTRAINED PERSON or work performed on said equipment by anyone other than Seller's AUTHORIZED AGENTS and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 9) In the event Seller shall not be able to deliver all or any of the material specified herein by reason of the discontinuance or availability of the manufacturer thereof or the items thereof by the supplier named herein, then Seller may substitute a product equal to the specified herein, manufactured by another.
- 10) Buyer(s) agree to comply with all OSHA Standards, Federal, State and Local laws and ordinances and take full responsibility for their failure to act and/or authorize Seller to act in accordance with same.
- 11) Buyer(s) acknowledges and certifies that by signing the contract, allowing the work to begin or otherwise authorizing the work, Buyer(s) is authorized to sign contracts or otherwise authorize the work obligating Buyer's company and Buyer's company is obligated to pay the Seller by Buyer's signature or otherwise authorizing the work and has determined the code requirements and/or received authorization from the Authority Having Jurisdiction.
- 12) The door and operator system are meant for vehicular traffic only ie: automobiles and similar vehicles. The reversing/safety controls may not be fail-safe /self-monitoring in design, do not meet residential standards and should not be used with pedestrian traffic including strollers, bicycles, scooters, motor cycles, golf carts, etc. Seller is not responsible for the design, implementation, suitability, maintenance, serviceability, proper adjustment, operation, coordination, training, safety and/or integration of the door and operator system and safety controls into the Buyers systems and processes. Buyer(s) is responsible for the design, implementation, suitability, maintenance, serviceability, proper adjustment, operation, coordination, training, safety and /or integration of the door and operator system and safety controls into the Buyers systems and processes with Seller installing only a component(s) in the Buyer's process/system and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences. Buyer agrees that all work and services provided by IDC will not be considered or interpreted to be Professional, Architectural, Engineering or Design services.
- 13) Doors, dock products, gates, operable walls, partitions, and other products sold and/or serviced by Seller can cause serious injury or death. The Buyer(s) agrees to provide, to anyone using such products or in the areas affected by such products, proper training and to provide signage, service, and maintenance per the manufacturer's instructions, including daily operational checks and proper record keeping, and to remove suspect equipment from service and Buyer(s) agree to indemnify, defend and hold the Seller harmless from any and all claims, expenses and liability arising out of any allegations or occurrences.
- 14) Spring Adjustment Notice: New springs sometimes require an adjustment shortly after they go into service. This is a metallurgical issue and beyond our control. A follow up spring adjustment service call is not covered under warranty as we did not charge for it during the installation because we do not know ahead of time



Resolution #: R-70-24

Account: 01-60-662100

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/14/2024

Description: **A Resolution Approving a Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service to Mecon Industries Inc.**

Agenda Section: Engineering & Construction

Originating Department: Operations & Instrumentation

On January 18, 2024, the Commission extended a Contract for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service to Mecon Industries Inc. to be used on an as-needed basis for most heavy machinery and equipment rigging, transportation, and installation service for the Commission's larger equipment, pipe fitting, miscellaneous plumbing work and other water system equipment through the issuance of Purchase Orders.

The current contract expired on October 20, 2024. Staff believes that it is in the Commission's best interest to renew the contract for a period of up to twelve (12) months retroactive from October 20, 2024, and ending no later than October 20, 2025, to allow sufficient time to complete a minimum of one High-Lift Pump and Motor rehabilitation including replacement of up to two (2) 30" cone valve removals and replacements and up to ten (10) 30" Discharge Header butterfly valves and related pipe couplings. Mecon has performed well throughout the duration of the contract. Both Mecon and Staff have vetted and agreed to the proposed final renewal of the contract under the existing terms and conditions.

There is no cost associated with this request and all other terms and conditions of the Contract shall remain unchanged. **Recommended Motion:**

To adopt Resolution R-70-24 for the 12-Month Contract Extension for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service to Mecon Industries Inc.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-70-24

A RESOLUTION APPROVING A CONTRACT EXTENSION FOR
HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION, AND INSTALLATION SERVICE

WHEREAS, pursuant to Resolution No. R-29-18 the DuPage Water Commission (the “Commission”) awarded a 36-Month Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract to Mecon Industries Inc.; and

WHEREAS, In accordance with R-1-24, the Commission approved a 12-Month Contract Time Extension; and

WHEREAS, the term of the Contract expired on October 20, 2024; and

WHEREAS, the Commission has determined that it is in the best interest of the Commission to renew the Contract with Mecon Industries Inc. retroactive from October 20, 2024 and ending no later than October 20, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission, based upon the representations of Staff and Legal Counsel as follows:

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

SECTION TWO: The DuPage Water Commission hereby approves the Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract with Mecon Industries Inc. to a 12-Month contract renewal as executed by Mecon Industries, Inc. and attached hereto and incorporated herein as Exhibit A, and the General Manager shall be and hereby is authorized to execute said extension on behalf of the Commission.

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-70-24

EXHIBIT 1



October 28, 2024

Mr. Joe Kozacek
Mecon Industries Inc.
2703 Bernice Road
Lansing, IL 60438

Subject: 12-Month Contract Extension

Dear Mr. Kozacek,

The DuPage Water Commission "Commission" entered into an agreement with Mecon Industries Inc. on October 19, 2018, for Heavy Machinery and Equipment Rigging, Transportation, and Installation Service for work related to the Commission's Waterworks System as needed through the Issuance of Purchase Orders. The Commission entered a 12-month contract extension with Mecon Industries Inc. on January 18, 2024 and ending on October 20, 2024.

The Commission has been satisfied with the work of Mecon Industries Inc. and therefore wishes to extend the contract term limits for a period of 12 months commencing on October 20, 2024 and ending on October 20, 2025. It is understood that all other terms and conditions of the Heavy Machinery and Equipment Rigging, Transportation, and Installation Service Contract shall remain unchanged during this time.

Should Mecon Industries Inc. agree to this contract time extension as presented here, please sign, date, and return the attached document to the Commission.

Sincerely,

Mike Weed
Operations & Instrumentation Supervisor
DuPage Water Commission

cc: R-70-24



The DuPage Water Commission and Meccon Industries Inc. do hereby agree to extend the Contract term limit of the 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service Contract initially dated and executed on October 19, 2018, as previously extended on January 18, 2024 for an additional 12-month period, and one additional extension of another 12-month period commencing on October 20, 2024 and ending on October 21, 2025 following the terms and conditions as set forth in the October 19, 2018 Contract Agreement.

MECCON INDUSTRIES, INC.

DUPAGE WATER COMMISSION

By: 
Signature of Authorized Representative
Its: President
Title of Authorized Representative
Date: 10/31/24

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

cc: R-70-24



Resolution #: R-71-24

Account: 01-60-722300

Approvals: *Author / Manager / Finance / Admin*

JL JML CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/14/2024

Description: **A Resolution Approving and Ratifying a Final Change Order for the DPPS Emergency Generation System Modifications (Contract PSD-10/22)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

Change Order No. 7 for the DPPS Emergency Generation System Modifications (Contract PSD-10/22)

Change Order No. 7 will authorize, at a net increase in the Contract Price of \$7,645.03 and a time extension of 29 calendar days, a change to the Contract that allows for the installation of an interlock between the clean agent fire suppression system and the newly installed server room AC units.

The original project design did not account for this work, however, during construction the need for an interlock was discovered. By installing the interlock, the activation of the clean-agent fire suppression system in the generator building server room will now automate the shutdown of the AC units that serve the same room. Without this action, the clean-agent chemical would be drawn into the AC unit return and out of the server room, potentially compromising the effectiveness of the fire suppression system. Automating this shutdown of the AC units will allow the fire suppression system to function as intended.

Approval of this Change Order will increase the total cost by \$7,645.03, resulting in a final Contract Price of \$4,265,262.54. This represents a net increase of 2.8% as compared to the original contract award amount. Approval of this Change Order will also extend the contract deadline by 29 days, revising the final project contract deadline to October 18, 2024.

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.

This item represents a final balancing change order for the project as all proposed work is now complete.

Recommended Motion:

To approve R-71-24.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-71-24

A RESOLUTION APPROVING AND RATIFYING CERTAIN CHANGE ORDERS FOR A CONTRACT FOR THE
CONSTRUCTION OF THE DPPS EMERGENCY GENERATION SYSTEM MODIFICATIONS
(CONTRACT PSD-10/22)

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

SECTION ONE: The Change Order 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, the Engineers 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-71-24.docx

EXHIBIT 1

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

PROJECT NAME: PSD-10 DPPS Emergency Generation System Modifications

CHANGE ORDER NO. 07

LOCATION: DuPage County, Illinois

CONTRACT NO. PSD-10/22

CONTRACTOR: Joseph J. Henderson & Son, Inc.

DATE: 11/22/24

I. DESCRIPTION OF CHANGES INVOLVED:

1. Furnish and install interlock between the server room AC units and the clean-agent fire suppression system.

B. REASON FOR CHANGE:

1. The original project design did not account for an interlock between the existing clean-agent fire suppression system and the proposed AC units. The installation of the interlock associated with this change order will automatically shut down the newly installed AC units in the event that the clean-agent fire suppression system is activated, preventing the chemical agent from being drawn into the HVAC ducting.

C. REVISION IN CONTRACT PRICE:

<u>Item</u>	<u>Description</u>	<u>Extension</u>	<u>Business Days'</u> <u>Time Extension</u>	<u>Calendar Days'</u> <u>Time Extension</u>
1	Install interlock to clean agent system allowing for shutdown of AC units in emergency	\$7,645.03	21 Days	29 Days
Total Increase		\$7,645.03	21 Days	29 Days

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, is hereby extended for 27 calendar days, modifying the final Contract Completion Date to October 18, 2024.
2. Any 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 Work to be performed under this Change Order and for Work of the same type as the Work to be

performed under this Change Order, 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 insurance 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	\$4,149,000.00
2.	Net <u>Increase</u> due to all previous Change Orders	\$108,617.51
3.	Contract Price, not including this Change Order	\$4,257,617.51
4.	<u>Increase</u> to Contract Price due to this Change Order	\$7,645.03
5.	Contract Price including this Change Order	\$4,265,262.54

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley & Hansen LLC

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: Joseph J. Henderson & Son, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date



Resolution #: N/A

Account: 01-60-661201

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/14/2024

Description: **Authorization for the General Manager to Execute an Electrical Energy Supply Agreement for the DuPage Pumping Station**

Agenda Section: Engineering & Construction

Originating Department: Operations

The Commission's current electric power supply agreement expires on or about April 3, 2025 (depending on ComEd meter reading date).

SPI Energy Group (SPI), the Commission's Illinois electric market consultant, has been monitoring the alternate retail marketplace to determine the most opportune time to lock in a supplier for a new mid-to-long-term energy supply and value-added services agreement for the DuPage Pumping Station.

SPI has identified three (3) potential suppliers that would be most favorable to the Commission.

SPI has advised that the energy supply market has yet to stabilize post-election, however pricing is trending in a favorable direction and may be beneficial to lock-in between the end of November 2024 and January 2025.

As the Commission meets only once per month, and typically recesses for the month of December, the Board would not be able to act on a favorable agreement terms should they be available while the Board is in recess.

Therefore, staff requests Board authorization for the General Manager to execute a new retail energy supply agreement on behalf of the Commission in consultation with the DWC Board Chairman, when the terms are anticipated to be favorable to the Commission.

Recommended Motion:

Authorization for the General Manager to execute a new electrical energy supply agreement on behalf of the Commission, when the terms are the most favorable to the Commission.