



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, OCTOBER 21, 2021**  
**6:00 P.M.**

**600 EAST BUTTERFIELD ROAD**  
**ELMHURST, IL 60126**

## COMMITTEE MEMBERS

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

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

**RECOMMENDED MOTION: To approve the Minutes of the September 16, 2021 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-49-21:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Large Electrical Motor Systems Including Ancillary Equipment (**WEG Electric Machinery – Not-To-Exceed \$100,000.00**)
- V. **R-50-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the October 21 2021, DuPage Water Commission Meeting (**Work Authorization Order No. 006 – John Neri Construction Co., Inc. – Estimated Cost of \$97,400.00**)
- VI. **R-51-21:** A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard Regarding the Construction and Installation of Metering Station 14-E, Associated Pressure Adjusting Station and Appurtenances Thereto (**No Cost This Action**)
- VII. **R-52-21:** A Resolution Approving and Ratifying Task Order 18 Under a Master Contract with AECOM Technical Services, Inc. at the October 21, 2021, DuPage Water Commission Meeting (**Not-To-Exceed \$104,920.00**)

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

VIII. Old Business

IX. Other

X. Adjournment

**MINUTES OF THE MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, SEPTEMBER 16, 2021  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Committee members in attendance: D. Bouckaert, J. Fennell, and D. Novotny

Committee members absent: F. Saverino and J. Zay

Also in attendance: C. Bostick, D. Cuvalo, D. Panaszek, J. Schori and J. Spatz.

Commissioner Bouckaert moved to approve the Minutes of the August 19, 2021, Engineering & Construction Committee Meeting of the DuPage Water Commission.

Motion seconded by Commissioner Novotny.

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

Nays: None

Absent: F. Saverino and J. Zay

Regarding R-47-21, Facilities Construction Supervisor Bostick advised the Committee that the action seeks approval and ratification of Work Authorization No. 007 under Contract QRE-9/20 to FSG, Inc. to install a new conduit path from the footing drain vault to the footing drain controller at Meter Station 22A in Willowbrook where the existing wiring for instrumentation failed and the existing conduit and wiring cannot be reused.

Regarding R-48-21, Facilities Construction Supervisor Bostick advised the Committee the action seeks ratification of Task Order Nos. 01 and 02 with Northern Inspection Services, LLC would allow for the confirmation of operation of several Polarization Cell Replacement (PCR) devices in the field as well as inspection and testing services of Reverse Current Switch Controllers.

Regarding R-43-21, Facilities Construction Supervisor Bostick advised the Committee the action seeks approval of WAO No. 005 under Contract QR-12/21 to Benchmark Construction Co., Inc, for the work necessary to repair a leak in a 24" diameter steel water main located in the Village of Downers Grove.

Regarding R-44-21, Facilities Construction Supervisor Bostick advised the Committee the action seeks ratification of Task Order No. 01 with DeLasCasas CP would allow for the review CIS survey results previously performed and make recommendations for corrosion mitigation strategies on certain pipelines.

Regarding R-45-21, Facilities Construction Supervisor Bostick advised the Committee the action seeks to approve the Third Amendment to Task Order No. 3 for Design Services for additional design work required by Staff for necessary work found but not covered under the original scope of work.

Facilities Construction Supervisor advised the Committee that the Village of Lombard is requesting a fifth connection point and has also requested the connection facilities include a joint facility (meter station and pressure adjusting station) be designed, bid and

constructed by the Commission. The Committee was advised that the legal counsel for both entities are reviewing the draft intergovernmental agreement for consideration at a future Board meeting. Subsequently, General Manager Spatz advised the Committee that Staff has received five (5) design engineering proposals which cost proposals are being reviewed concurrently by the Village as the Village will be responsible for all costs incurred. General Manager Spatz informed the Committee that after discussions with Lombard, AECOM's proposal was the best and the lowest cost. Therefore, staff would be recommending AECOM at the next Board meeting.

Regarding R-46-21, Facilities Construction Supervisor Bostick advised the Committee the action seeks approval of a Task Order with Lockwood, Andrews and Newnam (LAN) to perform a study and provide a report on the feasibility of installing new and modified pumping systems, emergency electrical generation and re-chlorination facilities at the four (4) Commission Take Sites.

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

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

Nays: None

Absent: F. Saverino and J. Zay

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

General Manager Spatz updated the Committee on the status of performing alternate water source studies to determine the Commission's options in furtherance of negotiations in renewal of the Water Supply Contract with the City of Chicago. General Manager Spatz advised that interviews with potential consultants are underway and will continue over the upcoming weeks.

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

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

Nays: None

Absent: F. Saverino and J. Zay



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Mike Weed  
Operations Supervisor

Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Dariusz Panaszek	Pipeline Supervisor
Jessica Bonnema	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer
Alan Stark	Coordinating Engineer

DATE: October 13, 2021

SUBJECT: Status of Operations

### **Operations Overview**

The Commission's sales for the month of September were a total of 2.63 billion gallons. This represents an average day demand of 87.6 million gallons per day (MGD), which is higher than the September 2020 average day demand of 80.9 MGD. The maximum day demand was 102.6 MGD recorded on September 13, 2021, which is higher than the September 2020 maximum day demand of 101.8 MGD. The minimum day flow was 73.8 MGD.

The Commission's recorded total precipitation for the month of September 2021 was 1.23 inches compared to 3.18 inches for September 2020. The level of Lake Michigan for September 2021 is 580.48 (Feet IGLD 1985) compared to 581.83 (Feet IGLD 1985) for September of 2020.

Resolution R-50-21 appears on the agenda as a Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Large Electrical Motor Systems Including Ancillary Equipment at a cost not to exceed \$100,000.00.

### **Instrumentation / Remote Facilities Overview**

Instrumentation staff continues with routine inspections and repairs of remote facilities.

**Status of Quick Response Work:**

QRE-9.005 Work Authorization Order was approved for FSG to upgrade five Remotely Operated Valve (ROV) actuators to split actuators. Work had to wait until system demand decreased. IDOT permit required and in process for ROV22A.

QRE-9.006 Work Authorization Order was approved for Courtesy Electric to install a bypass switch for the UPS system in the generator facility. Because of supply chain issues they are still waiting on equipment to be delivered.

QRE-9.007 Work Authorization Order was approved for FSG to repair the conduit path from the footing drain vault to the controller in the meter station. This work is complete.

QR-12.003 Work Authorization Order was approved for Rossi to replace several sections of sidewalks at three meter stations. This work is complete.

**Pipeline Maintenance and Construction Overview**

Pipeline staff is performing watch and protect at construction site for the Tollway Expansion.

Pipeline staff is performing annual Blow-off valve exercising program.

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

Resolution R-50-21 appears on the agenda as a Resolution Approving and Ratifying Work Authorization Order Number 006 under Quick Response Contract QR-12/21, to John Neri Construction Co., Inc, for an estimated amount of \$97,400.00 for the work necessary to repair manhole lids and cathodic protection handhole structures that were found to be damaged.

**Capital Improvement Program**

The DPPS Emergency Generator System Modifications Design Phase is underway where 100% completion of design is expected by the end of February 2022. Greeley and Hansen is the Engineer.

Resolution R-51-21 appears on the agenda as a Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard. The Village of Lombard has requested an additional fifth connection point to the DuPage Water Commission System. The Intergovernmental Agreement would facilitate the construction and installation of a Joint Facility, consisting of, a metering station and a pressure adjusting station, for such connection.

Resolution R-52-21 appears on the agenda as a Resolution Approving and Ratifying Task Order 18 under a Master Contract with AECOM Technical Services, Inc. for an amount not to exceed \$104,920.00. Task Order 18 will allow AECOM to provide professional design and bidding services for the Village of Lombard Joint Facility (MS/PAS-14e), as referenced in Resolution R-51-21.

### **Coordinating Engineer**

The SCADA Replacement Project Design Phase is underway, DWC Staff is working with Carollo Engineers on the 100% design documents and technical specifications. Completion of design is expected by the end of November 2021.

### **October 2021 COMMISSION AGENDA ITEMS:**

- R-49-21:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Material and Labor Service for the Commission's Large Electrical Motor Systems Including Ancillary Equipment **(WEG Electric Machinery – Not-To-Exceed \$100,000.00)**
- R-50-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the October 21 2021, DuPage Water Commission Meeting **(Work Authorization Order No. 006 – John Neri Construction Co., Inc. – Estimated Cost of \$97,400.00)**
- R-51-21:** A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard Regarding the Construction and Installation of Metering Station 14-E, Associated Pressure Adjusting Station and Appurtenances Thereto **(No Cost This Action)**
- R-52-21:** A Resolution Approving and Ratifying Task Order 18 Under a Master Contract with AECOM Technical Services, Inc. at the October 21, 2021, DuPage Water Commission Meeting **(Not-To-Exceed \$104,920.00)**

### **Attachments**

1. DuPage Laboratory Bench Sheets for September 2021
2. Water Sales Analysis 01-May-2018 to 31-Sep-2021
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation



DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-21

PER DAY AVERAGE 78,455,776

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.88	\$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
TOTALS (1)	843,007,313,798	867,361,435,252	97.19%	\$1,934,866,703.03	\$1,718,186,748.63	843,540,530	0.10%	97.29%	\$2.30	\$1.981

2,727,502

(1) - SINCE MAY 1, 1992

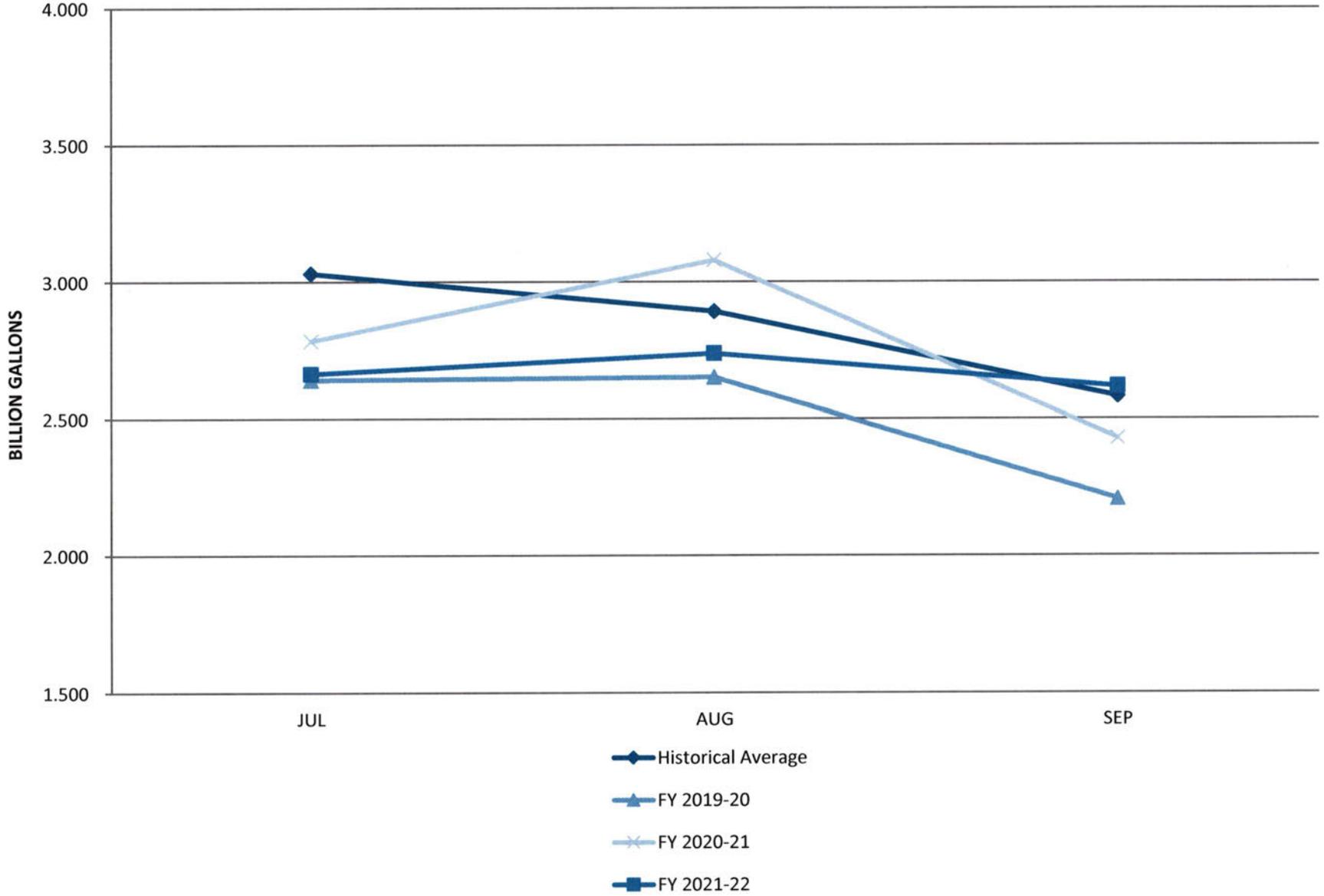
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

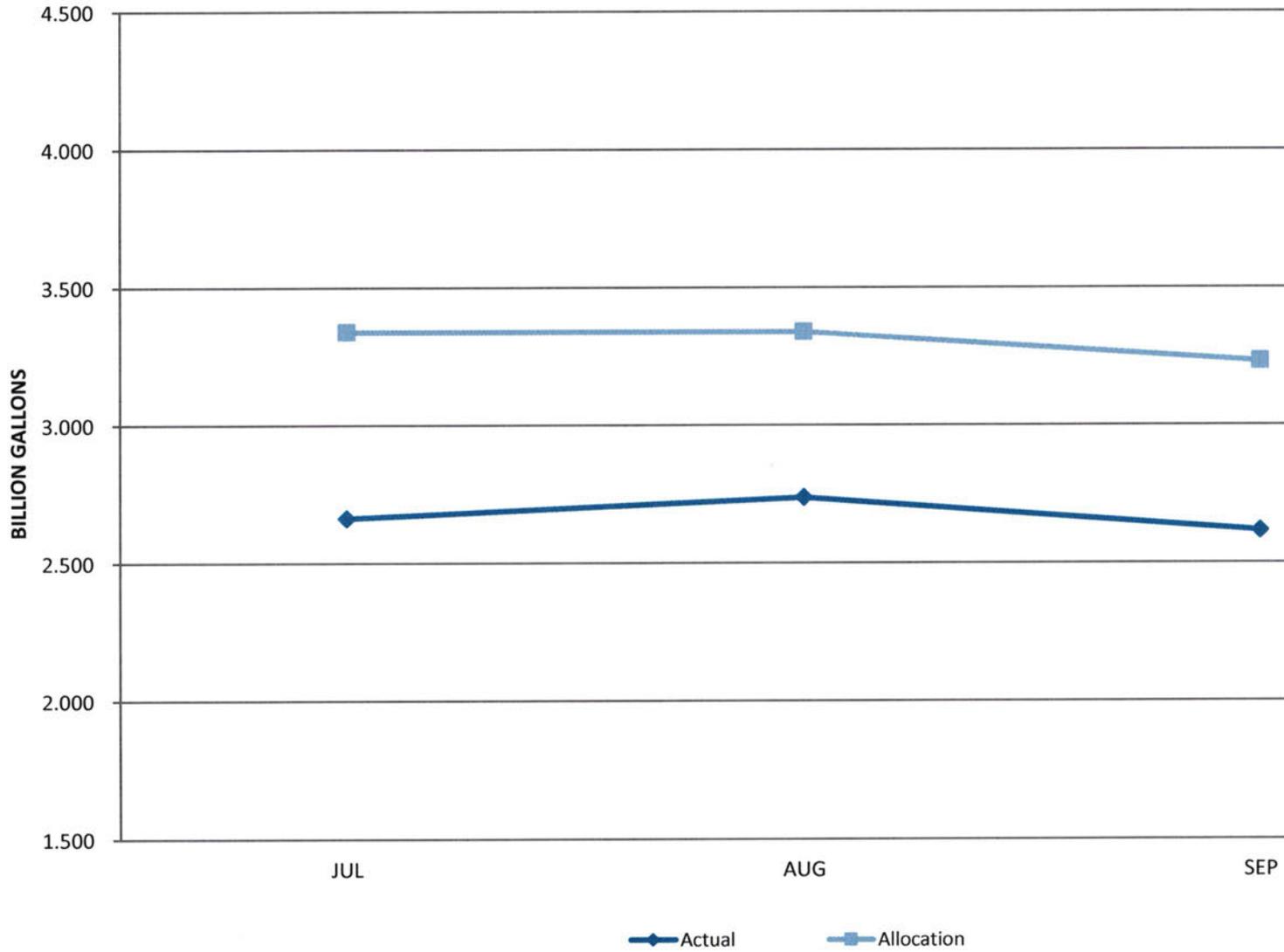
YTD

Sep-20	12,896,157,000	13,301,210,031	96.95%	64,093,900	53,954,769				\$4.97	\$4.056
Sep-21	12,992,203,000	13,395,729,499	96.99%	64,571,249	55,031,159				\$4.97	\$4.108
	96,046,000	94,519,468		\$477,349	\$1,076,390					
	0.7%	0.7%		0.7%	2.0%					
Month										
Sep-20	2,427,570,000	2,510,646,051	96.69%	12,065,023	10,223,351				\$4.97	\$4.072
Sep-21	2,616,212,000	2,698,022,374	96.97%	13,002,574	11,105,060				\$4.97	\$4.116
	188,642,000	187,376,323		\$937,551	\$881,709					
	7.8%	7.5%		7.8%	8.6%					
Sept>Aug	(120,583,000)	(120,399,672)		(599,298)	(495,565)					

# DU PAGE WATER COMMISSION SALES FY 2021-22, 2020-21 & 2019-20 VS. HISTORICAL AVERAGE



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



## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	<p>A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's large electrical motor systems including ancillary equipment, at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery.</p> <p>Resolution No. R-49-21</p>	<b>APPROVAL</b>  	
<p>Account Number: 01-60-662100 and 01-60-771900</p> <p>In accordance with R-22-19, the Commission advertised for bids on a contract for 36-month unit priced Maintenance, Parts and Repair Service for Large Electric Motors. There was a total of six (6) bid holders, but no bids were received. Bid holder responses for why they didn't bid included: repair shop is too small, do not repair motors anymore, not enough time and could not be competitive. The Commission remains in need of a qualified large motor parts, sales, and service shop.</p> <p>WEG Electric Machinery (EM) is the Original Equipment Manufacturer (OEM) of the DuPage Pump Station's nine (9) large electric motors, which provide mechanical power to operate the nine (9) large service pumps at the DuPage Pumping Station. EM provides total product support including OEM factory-trained technicians, customer service and support associated with all EM Products.</p> <p>Resolution No. R-49-21 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's large electric motor systems including ancillary equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery (EM).</p> <p>Material and labor services would be used on an as needed basis.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-49-21.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-49-21

A RESOLUTION  
SUSPENDING PURCHASING PROCEDURES  
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND  
LABOR SERVICE FOR THE COMMISSION'S ELECTRICAL MOTOR SYSTEMS  
INCLUDING ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$100,000.00  
FROM WEG ELECTIC MACHINERY.

WHEREAS, the DuPage Water Commission's electric motor systems includes nine electric motors that provide mechanical power to operate the Commission's nine large service pumps; and

WHEREAS, WEG Electric Machinery is the Original Equipment Manufacturer (OEM) of the Commission's nine (9) large electric motors; and

WHEREAS, WEG Electric Machinery provides factory-trained technicians, customer service and support associated with Electric Machinery products; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's electric motor systems including ancillary equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery;

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is hereby granted the authority to purchase material and labor service for the Commission's electric motor systems including ancillary equipment at a cost not-to-exceed \$100,000.00 from WEG Electric Machinery on an as needed basis without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline						
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-12/21 at the October 21 2021, DuPage Water Commission Meeting  Resolution No. R-50-21	<b>APPROVAL</b>							
Account Number: 01-60-663100 (estimated cost of \$97,400.00)									
<p>The Commission entered into certain agreements dated June 30, 2021 with John Neri Construction Co., Inc. and Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, through the issuance of Work Authorization Orders. Resolution No. R-50-21 would approve the following Work Authorization Orders under the Quick Response Contracts.</p> <p><b>Work Authorization Order No. 006 to John Neri Construction Co., Inc</b></p> <p>The pipeline department has identified 12 additional manhole lids and cathodic protection handhole structures that require repairs. These repairs include breaking asphalt and/or concrete street bases, excavating existing frames and adjustment rings, and resetting, replacing or installing new adjustment rings, frames, or lids. Staff also asked the QR contractors to provide an estimate for 8 future manhole repairs that may come up as an additional line item. Staff solicited cost estimates for this work from the three QR-12/21 contractors and the results are listed in the table below:</p> <table border="1"> <tr> <td>Rossi Contractors, Inc.</td> <td>\$78,410.00</td> </tr> <tr> <td>John Neri Construction Co., Inc</td> <td>\$97,400.00</td> </tr> <tr> <td>Benchmark Construction Co., Inc.</td> <td>\$125,250.00</td> </tr> </table> <p>Despite Rossi Contractors, Inc. being the lowest estimated dollar amount, the proposal of John Neri Construction Co., Inc. was found to be most favorable to the Commission. R-33-21 was approved authorizing Work Authorization Order 004 to Rossi Contractors, Inc. for similar Frame and Lid repairs. Rossi Contractors has billed DWC dollar amounts for this job that are much higher than the estimated amount. Rossi has completed 7 out of 25 frame and lids repairs but have billed DWC for half of the total estimated cost when half of the job is not complete. Due to this, DWC is unsure if Rossi's low estimated dollar amount for this work is accurate and would like to move forward with John Neri Construction Co. Approval of Resolution R-50-21 would approve Work Authorization Order Number 006 to John Neri Construction Co., Inc for the work as described in Exhibit 1 to this resolution, at a total estimated cost of \$97,400.00.</p>				Rossi Contractors, Inc.	\$78,410.00	John Neri Construction Co., Inc	\$97,400.00	Benchmark Construction Co., Inc.	\$125,250.00
Rossi Contractors, Inc.	\$78,410.00								
John Neri Construction Co., Inc	\$97,400.00								
Benchmark Construction Co., Inc.	\$125,250.00								
<b>MOTION:</b> To adopt Resolution No. R-50-21									

DuPAGE WATER COMMISSION

RESOLUTION NO. R-50-21

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-12/21 AT THE  
OCTOBER 21, 2021, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

**WORK AUTHORIZATION ORDER NO.:** QR-12.006

**LOCATION:**

Various locations throughout system, see attached mapbook.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

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

#	Asset	Pipeline	Station	Village	In Road	Type	Comments on Repairs needed
1	10811	FOB-2/89, MS-21B	36+85	Wheaton	Y	Blow-off valve	Lid is cracked (Needs replacement) Patch and adjustment rings are deteriorated
2	11054	TS-3/88	526+70	Darien	Y	Blow-off valve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)
3	11053	TS-3/88	502+65	Darien	N	Blow-off valve	Stainless steel repair sleeve was installed incorrectly on top of BOV stack, blind flange is not connected to the riser pipe. Frame also has sheared off bolts for lid. Replace frame and lid (Supplied)
4	11071	TS-3/88	850+29	Oak Brook	N	Blow-off valve	12" Blow-off riser stack reduces to 8" PVC. Dig down approximately 4' to attach a solid sleeve with mega-lugs to maintain the 12" riser to the surface with a 12" bling flange.
5	11063	TS-3/88	691+85	Clarendon Hills	Y	Blow-off valve	Replace cracked frame and lid with new (Supplied)
6	11023	TOB E-87 NORTH	727+81	Glendale Heights	Y	Blow-off valve	Valve Box needs excavation and realignment for stem connection
7	13108	FSW-1/89, MS-14A	17+27	Lombard		Blow-off valve	Wrong frame/lid needs to be incorporated into curb line.
8	11061	TS-3/88	669+00	Clarendon Hills		Blow-off valve	Ring under frame is in bad shape, low spot in parking lot and frame/lid off center.
9	11007	TOB E-87 NORTH	416+25	Wheaton		Blow-off valve	Wrong lid in street. Replace with DWC lid (Supplied)
10	11002	TOB E-87 NORTH	342+73	Wheaton		Blow-off valve	Sidewalk cracked around valve box. Replace sidewalk square around BOV.
11	12170	TS-5/97		Downers Grove		ROV lid	ROV lid in roadway needs replacement. Replace with new (supplied)
12	11052	TS-3/88	468+30	Darien		Blow-off valve	Stack is directly centered around rings and frame, cannot access bolt holes to install, not enough room.
13	Various			Various	Y		Repair/install frame and lid in an asphalt or concrete paved area. Work requires breaking asphalt and/or concrete street base, excavation of existing frame and adjustment rings, resetting, replacing or installing new adjustment rings, frame and lid, restoration in compliance with the local authority having jurisdiction, of existing roadway pavement, curb/gutter, sidewalk and parkway disturb or damaged due to repair work.

\*This work also accounts for 8 various repairs, as described in line item 13.

### REASON FOR WORK:

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

### MINIMUM RESPONSE TIME:

N/A

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

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

### THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

See attached.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

Safety Rep: \_\_\_\_\_  
Name and 24-Hr Phone No.

DATE: \_\_\_\_\_

Date: October 14, 2021

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement with the Village of Lombard Regarding the Construction and Installation of Metering Station 14-E, Associated Pressure Adjusting Station and Appurtenances Thereto</p> <p>Resolution No. R-51-21</p>	<b>APPROVAL</b>	
<p>The Village of Lombard requested that the Commission design and construct approximately 1,000 ft of water main and a joint facility, consisting of metering station (14-E) and a pressure adjusting station, for a fifth connection point to the DuPage Water Commission System. The Village of Lombard has requested that the metering station and pressure adjusting station be constructed as a joint facility in one monolithic masonry structure rather than as separate facilities. The Village has proposed that the Joint Facility be located near a new Golf Social development.</p> <p>Resolution R-51-21 would approve the execution of a Intergovernmental Agreement with the Village of Lombard for the design, construction, and installation of Metering Station 14-E, the associated pressure adjusting station and appurtenances thereto. The Village of Lombard will be responsible for all associated costs of this project and will be required to maintain deposits with DWC that will account for 125% of total project costs.</p>			
<b>MOTION:</b> To adopt Resolution No. R-51-21			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-51-21

A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH  
THE VILLAGE OF LOMBARD REGARDING THE CONSTRUCTION AND  
INSTALLATION OF METERING STATION MS-14E, ASSOCIATED PRESSURE  
ADJUSTING STATION AND APPURTENANCES THERETO

WHEREAS, the Commission was formed and exists pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.), and the Water Commission Act of 1985 (70 ILCS 3720/1 et seq.), for the purposes 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 determined that it is necessary and desirable to provide an additional connection point between the Commission Waterworks System and the Village Water System in the vicinity of 600. E. Butterfield Rd., Lombard, DuPage County, IL; and

WHEREAS, it is in the best interest of the Commission and the Village to design and construct this connection as a joint facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and

RESOLUTION NO. R-51-21

WHEREAS, the Commission and the Village have determined that is it in their respective best interests to enter into an agreement setting forth their understandings concerning the construction and operation of the Joint Facility;

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

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

SECTION TWO: An "Intergovernmental Agreement Between the DuPage Water Commission and the Village of Lombard, Illinois to Provide for the Construction of a Joint Facility," in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, an "Intergovernmental Agreement Between the DuPage Water Commission and the Village of Lombard, Illinois to Provide for the Construction of a Joint Facility," in substantially the form attached hereto as Exhibit 1.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the "Intergovernmental Agreement to Provide for the Construction of a Joint Facility," and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

RESOLUTION NO. R-51-21

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_

Clerk

**EXHIBIT 1**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DU PAGE WATER COMMISSION AND THE VILLAGE OF LOMBARD, ILLINOIS  
TO PROVIDE FOR THE CONSTRUCTION OF A JOINT FACILITY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the DU PAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois (the "Village").

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.), and the Water Commission Act of 1985 (70 ILCS 3720/1 et seq.), for the purposes 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 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 (together the "Parties") have determined that it is necessary and desirable to provide an additional connection point between the Commission Waterworks System and the Village Water System in the vicinity of 600. E. Butterfield Rd., Lombard, DuPage County, IL; and

WHEREAS, it is in the best interest of the Parties to design and construct this connection as a joint facility (the "Joint Facility") which would include all equipment necessary to accomplish the additional connection described above; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Village are authorized to enter into this Agreement; and

WHEREAS, the Commission and the Village each have determined that it is in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

2. For purposes of this Agreement, the "Joint Facility" shall mean a facility to convey, measure, and regulate the flow of water from the Commission Waterworks System to the Village Water System and shall include the following:

a. A Metering Station, to be known as Metering Station 14e ("MS-14e"), for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Village, including certain equipment, devices, and structures, and portions of its water distribution main, including underground feeder pipe lines and related equipment to initially connect MS-14e to the existing Commission Waterworks System, and all antennas, masts, all electrical systems, including panels, conduits, raceways, duct banks, and utility services, needed solely for the operation of Commission facilities, and

all drainage systems, including drain pipes and structures, needed solely for the drainage of Commission facilities and property, and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to MS-14e, as such facilities may be relocated, replaced, extended, or improved from time to time (the "Metering Station").

b. A Type D pressure increasing station for the Village Water System in accordance with the design criteria set forth in the document entitled "Water Delivery Data DuPage Water Commission" dated April 26, 2021, and identifying Lombard as "customer", a copy of which is attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Village PAS").

c. Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor, as determined by the Parties.

3. The Joint Facility is expected to be located on the property selected and to be acquired and owned by the Village depicted and legally described in Exhibits B-1 and B-2, respectively, attached hereto and made a part hereof, which shall be known as Lot 7 in the Hoffmann-Lombard Subdivision, Lombard, DuPage County, IL upon recordation of a plat of subdivision therefor, adjacent to the proposed Golsocial Lombard property at 600 E. Butterfield Road in the Village of Lombard (the "Joint Facility Site"), the location of which has been reviewed and approved by the Commission subject to the terms, conditions and limitations set forth of this Agreement. In the event all necessary and insured easements for the Joint Facility Site are not granted to the Commission in

accordance with the provisions of this Agreement or the property is otherwise determined by the Commission and the Village to be unsuitable for locating the Joint Facility, the Village shall endeavor in good faith to obtain an alternative location for the Joint Facility Site acceptable to both the Commission and the Village. Notwithstanding any term in this Agreement to the contrary, if an alternative location cannot be agreed upon, or if the Village cannot acquire fee simple title to the Joint Facility Site, or the Parties are unable to obtain, provide or secure the necessary easements for the Joint Facility, by the date set forth in Section 7 of this Agreement, the Village or the Commission may terminate this Agreement, and thereafter neither Party shall be liable to the other in any manner hereunder, except for the Village's obligation to reimburse the Commission for all fees, costs, and expenses incurred or accrued by the Commission prior to the termination of this agreement, which shall survive the termination of this Agreement.

4. The Village shall be solely responsible for the costs in designing the Joint Facility. It is understood that the Commission will be the contracting party with the design engineer and will administer the design contract for the benefit of both Parties. The Commission will consult with the Village to keep the Village advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work. The final design of the Joint Facility shall be subject to the review of both Parties and subject to the approval of the Commission to the extent of the Metering Station, the Village to the extent of the Village PAS, and both Parties to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the

structure and area grounds, which serve the needs of both Parties, but shall exclude all portions of the Joint Facility Site on which there are an elevated tank, storm sewers and sanitary sewers.

5. The Village shall be solely responsible for the costs in constructing the Joint Facility. The Commission shall solicit bids for the construction of the Joint Facility, including all equipment and appurtenances necessary for the Metering Station and the Village PAS. The Commission's standard form of bidding and construction contract documents shall be used and the cost of the Metering Station, the Village PAS, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. The Commission agrees to solicit, award, and administer all contracts for the project in the best interest of both Parties, to do so in compliance with all applicable federal, State and local laws, ordinances, regulations and requirements (together the "Laws"), and to consult with, and keep advised, the Village's Director of Public Works, or his or her designee, regarding the progress of the work and any problems encountered or changes recommended. Both Parties must agree to the award of any contract for such construction work. Upon approval of both Parties, the Commission shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement and the Laws. It is understood that, although the Village will not be a party to the construction contract(s), the Village will be designated as a beneficiary of any insurance, guaranty, or warranty required by the construction contract(s) and shall be specifically named as an additional insured on the general liability, owner's/contractor's protective liability, builder's

risk, and excess or umbrella policies of insurance required by the construction contract(s). The Village's Director of Public Works shall be provided with a certificate of insurance naming the Village as an additional insured on such policies prior to the commencement of work under the construction contract(s). In addition, any change order, as well as final acceptance and approval of the completed Joint Facility, shall be subject to the approval of the Commission to the extent of the Metering Station, the Village to the extent of the Village PAS, and both Parties to the extent of the common areas of the Joint Facility. Neither Party shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed.

6. The Village shall reimburse the Commission for the full actual cost incurred by the Commission in connection with (a) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, including without limitation equipment required for the operation of the Joint Facility and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (b) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (c) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility and in connection with the negotiation,

preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith. The Village shall reimburse the Commission monthly for such fees, costs, and expenses, and payment shall be due within thirty (30) days after receipt of an invoice therefor from the Commission.

7. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, the Village, without charge to the Commission, shall: (a) present the Commission with adequate evidence of merchantable fee simple title to the Joint Facility Site; (b) grant to the Commission, after acquiring fee simple title to the Joint Facility Site, all necessary and insured easements for the Joint Facility Site, in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit C and satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; and (c) grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's Supervisory Control and Data Acquisition Instrumentation System attributable to the Metering Station, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Prior to the Commission's solicitation of bids for the construction of the Joint Facility, the Parties shall enter into the "Grant of Ingress, Egress and Water Main Easements" in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit D. Notwithstanding any term in this Agreement to the contrary, if the Village is unable to

acquire fee simple title to the Joint Facility Site, or the Parties are unable to obtain, provide or secure the necessary easements for the construction, operation and maintenance of the Joint Facility by December 31, 2022, the Village or the Commission may terminate this Agreement, and thereafter neither Party shall be liable to the other in any manner hereunder except for the Village's obligation to reimburse the Commission for all fees, costs, and expenses incurred or accrued by the Commission prior to the termination of this agreement, which shall survive the termination of this Agreement.

8. The Village shall, as a condition precedent to the effectiveness of the Commission ordinance approving this Agreement, deposit with the Commission cash (the "Cash Deposit") in a total amount equal to one hundred twenty-five percent (125%) of the Commission's estimated costs of designing the Joint Facility. As a further condition precedent to the effectiveness of the Commission ordinance approving this Agreement, and as a condition precedent to the Commission's obligation to award any contracts for constructing the Joint Facility, the Village shall, within thirty (30) days of the Village's acquisition of fee simple title to the Joint Facility Site, increase the Cash Deposit by depositing with the Commission cash in a total amount equal to one hundred twenty-five percent (125%) of the Commission's estimated costs of constructing the Joint Facility. The Commission shall have no obligation to award any contracts for constructing of the Joint Facility if the Village has not deposited one hundred twenty-five percent (125%) of the Commission's estimated costs of constructing the Joint Facility as required by this Section.

Upon execution of all contracts necessary or required for the design and construction of the Joint Facility, the Cash Deposit may be reduced from one hundred twenty-five percent (125%) of the Commission's estimate to one hundred ten percent (110%) of the amount of the executed contracts attributable to the design and construction of the Joint Facility. The Cash Deposit shall, at all times until released or reduced as provided below, be maintained at not less than ten percent (10%) of the total deposit required by the preceding sentence. The Village shall not be entitled to interest on the Cash Deposit.

In addition, The Village shall reimburse the Commission for all costs incurred by the Commission in connection with: (i) the design of, and the review and approval of all plans and specifications for, the Metering Station and the common areas of the Joint Facility; (ii) the preparation of all bidding and contract documents for the Joint Facility; (iii) the administration of the contract for the construction of the Joint Facility; and (iv) shop drawing review and the inspection of the construction and installation of the the Lombard 14e Metering Station and the common areas of the Joint Facility, including all legal, engineering, and other consulting and administrative fees, costs, and expenses.

The Commission shall review all pay requests and supporting documents and shall direct payments to be made from the Cash Deposit of all amounts then due for the Joint Facility work each month. If at any time the Commission determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid cost of the Joint Facility, then, within ten (10) days following a demand by the Commission, the Village shall increase the amount of the Cash Deposit to an amount

reasonably determined by the Commission to be sufficient to pay such unpaid costs. The Commission shall release any amounts remaining in the Cash Deposit after final payment to the construction contractor.

9. Upon acceptance and approval of the Joint Facility by the Parties, ownership of the Village PAS and a bill of sale therefor shall be conveyed to the Village by the Commission. Immediately following such conveyance, the Village shall own and operate the Village PAS, the Village PAS shall become the sole and exclusive property of the Village, and the Village shall have all duty, responsibility, and liability to maintain and repair the Village PAS and the common areas of the Joint Facility and the Commission shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Commission shall have all duty, responsibility, and liability to maintain and repair the Metering Station.

10. Either Party may terminate this Agreement in the event the other Party fails to comply with any term of this Agreement or any exhibit to this Agreement. Additionally, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party in the following situations:

a. In the event the Village shall not have approved the final design of the Village PAS and the common areas of the Joint Facility on or before March 15, 2022.

b. In the event the Parties are unable to agree on the award by the Commission of a contract(s) for the construction of the Joint Facility on or before December 31, 2022.

Upon termination for any reason, this Agreement shall be void and of no effect; provided, however, that the Village shall remain responsible for all fees, costs, and expenses incurred or accrued by the Commission prior to termination of this Agreement. The obligation of the Village to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether lake water is ever furnished, made available, or delivered to the Village through the Joint Facility, or whether the Joint Facility is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of lake water. In the event that, following service of such notice but before actual termination, the basis for such notice is corrected, the notice shall be considered void and of no effect, and this Agreement shall continue in full force and effect.

11. The Village acknowledges and agrees that: (a) the Commission is not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the Commission's review and approval of any plans for the Joint Facility, or as a result of the issuance of any approvals, certificates, or acceptances for the development or use of any portion of the Joint Facility, or as a result of the design of the Joint Facility or the operation or maintenance of the Village PAS or the common areas of the Joint Facility; and (b) the Commission's review and approval of any such plans and issuance of any such approvals, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Village, or any respective successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

12. The Village hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (a) any damages resulting from failure to supply lake water or for any interruption of the lake water supply; (b) any damage to the Village Water System caused by the design of the Joint Facility or the operation or maintenance of the Village PAS or the common areas of the Joint Facility; and (c) any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to or arising out of, the construction and installation of the Joint Facility or the maintenance of the Village Water System, the Village PAS, or the common areas of the Joint Facility, attributable to or arising out of any act or omission of the Village, or to any exercise by the Village of any right or duty herein granted or any failure by the Village to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement. The Village shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Section 12.

The Commission hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify and hold the Village harmless from any claims, litigation, and liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by, connected with, or in any way attributable to or arising out of, the construction and installation of the Joint Facility, the maintenance of MS-14e or the Metering Station, or the common areas of the Joint Facility, attributable to

or arising out of any act or omission of the Commission, or to any exercise by the Commission of any right or duty herein granted or any failure by the Village to exercise any such right or duty or to comply with any of the terms and conditions of this Agreement.

Notwithstanding the foregoing, the Commission shall not be required to defend, indemnify or hold harmless the Village or its employees, officers or agents for the Village's or its employees', officers' or agents' own acts or omissions, and the Village shall not be required to defend, indemnify or hold harmless the Commission or its employees, officers or agents for the Commission's or its employees', officers' or agents' own acts or omissions.

Nothing contained in this Agreement is intended to be, nor shall operate as, a waiver by Village or the Commission of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

The Parties' obligations under this Section shall survive the termination or expiration of this Agreement.

13. This Agreement, and the Joint Facility provided by this Agreement, shall be deemed to supplement that certain contract entitled "Water Purchase and Sale Contract between the DuPage Water Commission and Charter Customers," dated as of July 21, 1986 (the "Charter Customer Contract"), by and between, among others, the Parties hereto, to provide for an additional point of delivery to the "Unit System," as defined in the Charter Customer Contract, of the Village. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Charter Customer Contract, and, if there is any conflict

or inconsistency between the terms of this Agreement and the terms of the Charter Customer Contract, then the terms of the Charter Customer Contract shall control. The Village shall at all times comply with all terms and conditions of the Charter Customer Contract, including without limitation the making of all payments due thereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement, or the Village's inability to receive water through the Metering Station provided by this Agreement, excuse, delay, or in any other way affect the Village's performances under the Charter Customer Contract, including without limitation the making of all such payments.

For the purposes of the Charter Customer Contract, and the Joint Facility provided by this Agreement, the point of delivery with respect to the Village Water System shall be a point in the water main connecting the Metering Station to the Village PAS located downstream from the inside face of the outside wall or foundation of the Metering Station a distance of ten (10) feet or where such water main enters the outside face of the outside wall or foundation of the Village PAS, whichever is closer to the Metering Station.

Notwithstanding anything to the contrary contained in the Charter Customer Contract, the Parties expressly acknowledge and agree that the Village shall not be entitled to payment or reimbursement from the Commission for the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Joint Facility.

14. The Parties agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth herein. The

Parties agree and acknowledge that further details regarding the construction and operation of the Joint Facility may be subject to a future agreement.

15. This Agreement may not be assigned by any Party, in whole or in part, without the prior written consent of the other Party, which consent, with respect to the Village, shall not be unreasonably withheld.

16. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the Parties agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the Parties.

17. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by property addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission

600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: General Manager

Notices and communications to Lombard shall be addressed to, and delivered at,  
the following address:

Village of Lombard  
255 E. Wilson Ave.  
Lombard, Illinois 60148  
Attention: Mr. Carl Goldsmith  
Director of Public Works

IN WITNESS WHEREOF, the DuPage Water Commission and the Village of  
Lombard have caused this Agreement to be executed on their behalf by their duly  
authorized officers as of the day and year first above written.

DU PAGE WATER COMMISSION

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

VILLAGE OF LOMBARD

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## EXHIBIT A

### WATER DELIVERY DATA

#### DU PAGE WATER COMMISSION

Date: June 10, 2021

CUSTOMER NAME: Village of Lombard

DELIVERY POINT (DWC NODE No.): 12" Blow-Off Valve B11096 – TSW Sta. 253+43

DWC METER STATION NO. & LOCATION: Lombard MS14E

TYPE OF CUSTOMER'S FACILITY REQUIRED: Type D Pressure Increasing

LOCATION AT <sup>(1)</sup> See Exhibits B-1 and B-2, A, generally located adjacent to the proposed Golfsocial Lombard property at 600 E. Butterfield Road, Lombard.

DWC DESIGN MINIMUM HYDRAULIC GRADE <sup>(2)</sup> (USGS DATUM): 853.3 USGS

CUSTOMER'S SYSTEM OVERFLOW ELEV. (USGS) AND/OR REQUIRED HEAD <sup>(3)</sup> 913-925

CUSTOMER'S TYPE and SIZE of STORAGE FACILITY <sup>(4)</sup> 1.5 to 2.0 MG Elevated Storage Tank-TBD by Lombard

#### HYDRAULIC DATA

	Flow Rate @ Customer's Proposed Facility In MGD (Provided by Lombard)	DWC Hydraulic Grade 10 ft. Downstream of DWC Meter Station USGS DATUM (Provided by DWC)
Average Day	1.72	890.3
Maximum Day	2.92	895.0
Peak Day <sup>(5)</sup>	5.15	865.9

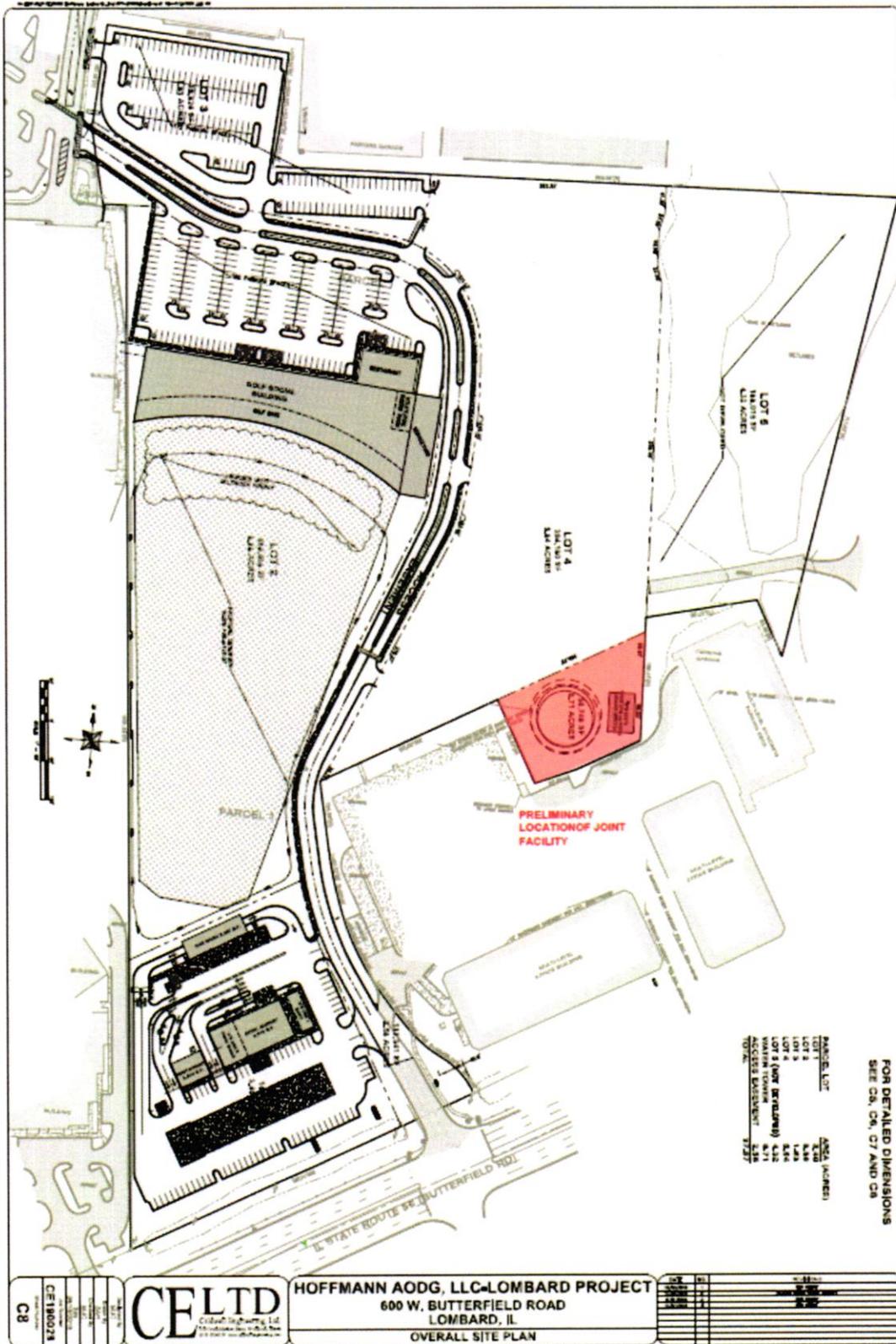
- (1) Customer to provide location of Customer's Connection Facility
- (2) DWC design minimum hydraulic grade will fluctuate approx.  $\pm$  10 feet depending upon Commission's elevated storage water elevation.
- (3) It is customer's responsibility to verify the system overflow elevation or required head.
- (4) Customer to provide Type and Size of Storage Facility where DWC Customer Connection terminates (feeder main and metering station location)
- (5) 3 X IDNR highest average day flow or 1500 GPM minimum.

**EXHIBIT B-1**

DEPICTION OF JOINT FACILITY SITE

(attached)

EXHIBIT B-1



CE180028 C8 PRELIMINARY CIVIL ENGINEERING	<b>CELTD</b> Civil Engineering, Ltd. 12345 Main St., Suite 100 Lombard, IL 60148	HOFFMANN AODG, LLC - LOMBARD PROJECT 600 W. BUTTERFIELD ROAD LOMBARD, IL OVERALL SITE PLAN	DATE: 11/15/23 DRAWN BY: [Name] CHECKED BY: [Name]
		SCALE: 1" = 100'	

**EXHIBIT B-2**

LEGAL DESCRIPTION OF JOINT FACILITY SITE

(attached)

**EXHIBIT B-2**

TO BE PROVIDED BY THE VILLAGE OF LOMBARD UPON COMPLETION OF  
LOMBARD'S REAL ESTATE TRANSACATION

**EXHIBIT C**

**FORM OF METERING STATION EASEMENT AGREEMENT**

(attached)

DUPAGE WATER COMMISSION  
METERING STATION  
EASEMENT AGREEMENT  
(Lombard MS-14e)

PERMANENT REAL ESTATE TAX INDEX NO. \_\_-\_\_-\_\_-\_\_

Prepared by and Mail to:

DuPage Water Commission  
600 E. Butterfield Rd.  
Elmhurst, IL 60126

METERING STATION  
EASEMENT AGREEMENT  
(Lombard MS-14e)

THIS METERING STATION EASEMENT AGREEMENT (Lombard MS-14e) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer").

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract, dated as of July 21, 1986 (the "Charter Customer Contract"), as supplemented by a certain Intergovernmental Agreement to Provide for the Construction of a Joint Facility, dated as of \_\_\_\_\_, 2021 (the "Joint Facility Agreement"); and

WHEREAS, 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 Customer at the additional connection point provided for under the Joint Facility Agreement (collectively referred to as the "Metering Station"); and

WHEREAS, the Joint Facility Agreement provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as generally depicted in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the Charter Customer Contract, as supplemented by the Joint Facility Agreement; and

WHEREAS, the Commission has duly adopted its Ordinance No. O-\_\_-0\_, being "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," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. \_\_\_\_\_, being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.
2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual access easement upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Access Easement Premises").

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2 without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Customer hereby further grants to the Commission a temporary construction easement for the installation of the Metering Station upon, along, and across the real property legally described in Exhibit 4 attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"). Said temporary construction easement shall be used by the Commission only during periods of actual installation activity and for any necessary restoration of the Metering Station Easement Premises.

5. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Subject Property.

6. After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station.

7. The Customer hereby reserves the right to use the Metering Station Easement Premises, the Access Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises or the Access Easement Premises without the express prior

written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises [or the Access Easement Premises] in any manner that would impair the exercise by the Commission of the rights hereby granted.

8. The Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise out of any acts or omissions of the Customer, or its agents or employees, arising out of any work on the Metering Station Easement Premises, the Access Easement Premises, and the Subject Property in conjunction with its rights pursuant to Paragraph 7 hereof. Except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the acts or omissions of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises, the Access Easement Premises, and the Subject Property in conjunction with its rights pursuant to Paragraphs 2, 4, 5, and 6 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times. Notwithstanding the foregoing, the Commission shall not be required to defend, indemnify or hold harmless the Village or its employees, officers or agents for the Village's or its employees', officers' or agents' own acts or omissions, and the Village shall not be required to defend, indemnify or hold harmless the Commission or its employees, officers

or agents for the Commission's or its employees', officers' or agents' own acts or omissions. Nothing contained in this Agreement is intended to be, nor shall operate as, a waiver by Village or the Commission of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act. The Parties' obligations under this Section shall survive the termination or expiration of this Agreement.

9. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

10. In the event that the Charter Customer Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission may, within said 90 day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If

the Commission fails to remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

11. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
General Manager

VILLAGE OF LOMBARD

ATTEST:

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

**EXHIBIT 1**

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

***[TO BE SUPPLIED BY LOMBARD]***

**EXHIBIT 2**

PLANS FOR THE LOCATION OF THE METERING STATION

***[TO BE SUPPLIED BY THE COMMISSION]***

**EXHIBIT 3**

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

***[TO BE SUPPLIED BY LOMBARD]***

**EXHIBIT 4**

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

***[TO BE SUPPLIED BY LOMBARD]***

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the General Manager of the DuPage Water Commission, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the Village Manager of the Village of Lombard, a municipal corporation, and \_\_\_\_\_, personally known to me to be the Village Clerk of said Village, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT D**

GRANT OF INGRESS, EGRESS AND WATER MAIN EASEMENTS

(attached)

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Coordinating Engineer										
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Task Order 18 Under a Master Contract with AECOM Technical Services, Inc. at the October 21, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-52-21</p>	<b>APPROVAL</b>											
Account No.: 01-60-711000 - \$104,920.00													
<p>As a companion action to R-51-21, and the Village of Lombard's request for a 5<sup>th</sup> connection point, Staff concurrently requested proposals from ten (10) of the Commission's prequalified engineering firms to provide design services, bidding services, and construction services for the joint connection facilities.</p>													
<p>Five (5) proposals were received, as tabulated below, and the proposal deemed most favorable to the Village of Lombard and to the Commission is the proposal of AECOM Technical Services, Inc. The Village of Lombard, as the entity covering the full expenses of the project, confirmed that it would be most advantageous for to proceed with the proposal as tendered by AECOM.</p>													
<table style="margin-left: auto; margin-right: auto;"> <tr> <td>AECOM Technical Services</td> <td>\$104,920</td> </tr> <tr> <td>Baxter &amp; Woodman</td> <td>\$140,100</td> </tr> <tr> <td>Greeley and Hansen</td> <td>\$146,745</td> </tr> <tr> <td>Donahue &amp; Associates</td> <td>\$165,801</td> </tr> <tr> <td>Christopher B. Burke</td> <td>\$200,000</td> </tr> </table>				AECOM Technical Services	\$104,920	Baxter & Woodman	\$140,100	Greeley and Hansen	\$146,745	Donahue & Associates	\$165,801	Christopher B. Burke	\$200,000
AECOM Technical Services	\$104,920												
Baxter & Woodman	\$140,100												
Greeley and Hansen	\$146,745												
Donahue & Associates	\$165,801												
Christopher B. Burke	\$200,000												
<p>Resolution No. R-52-21 would approve Task Order 18 to the Master Contract with AECOM Technical Services, Inc., and will authorize AECOM to provide the professional design services and bidding services for the joint connection facility at a cost of \$104,920.00. The associated project management services and construction services are not included with this Task Order, however, shall be brought under consideration when the full extent of the project is determined.</p>													
<p>In accordance with the IGA if approved under R-51-21, the Village of Lombard is responsible for 100% of the cost incurred for engineering services and said costs shall be deducted from the funds to be deposited. The engineering services as approved will not commence until said deposits have been received.</p>													
<p><b>MOTION:</b> To adopt Resolution No. R-52-21.</p>													

DuPAGE WATER COMMISSION

RESOLUTION NO. R-52-21

A RESOLUTION APPROVING AND RATIFYING  
TASK ORDER 18 UNDER A MASTER CONTRACT  
WITH AECOM TECHNICAL SERVICES, INC. AT THE  
OCTOBER 21, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM Technical Services, Inc. (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and

the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

3  
7

## TASK ORDER NO. 18

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:**

Design and Bidding Services related to providing a 5th connection point to the Village of Lombard including a Feeder Main and a Joint Facility (Metering Station and Pressure Adjusting Station in a single structure and collectively referred to as MS/PAS 14E), based upon AECOM Technical Services, Inc's proposal dated September 2<sup>nd</sup>, 2021.

2. **Services of Consultant:**

A. Basic Services:

1. Preliminary Design Phase

- a. Meet with Owner and the Village of Lombard to determine the general scope, extent and character the Project.
- b. Perform soil borings along the proposed feeder main route and the Joint Facility site.
- c. Provide field surveying services to plot feeder main, permanent metering station and connection facilities easements; plot temporary construction easements; plot permanent site access easements; and provide legal descriptions of each for DWC to incorporate into various agreements with 3rd parties.
- d. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
- e. Furnish up to 7 paper copies of the Preliminary Design Documents and a .pdf file, together with Consultant's revised opinion of probable Construction Cost of the Project, for review and approval by Owner, and review them with Owner. The opinion of probable construction costs shall delineate individual costs associated with:
  - 1) Connection to existing DWC transmission main and the feeder main up to the DWC Metering Station
  - 2) The DWC Metering Station

- 3) The Lombard Pressure Adjusting Station and connection to the existing Lombard distribution system.

3. Final Design Phase

- a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
- b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
- c. Furnish up to 7 paper copies of the Final Design Documents and a .pdf file, together with Consultant's revised opinion of probable Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase

- a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issued and attend pre-bid or negotiation conferences.
- b. Issue addenda as appropriate and approved by Owner.
- c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
- d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
- e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

B. Additional Services:

None

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

None

4. **Commencement Date:**

Effective Date of this Task Order

5. **Completion Date:**

A. **Preliminary Design Phase:** 30 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. **Final Design Phase:** 60 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. **Bidding Phase:** 45 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

\*Days exclude owner review periods and are contingent upon receiving all necessary and needed information from the Village of Lombard and 3<sup>rd</sup> Parties relating to Property Interests. The dates are subject to change if said information is not received in a timely manner.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

**Mike Winegard  
Jonas Packer  
Art Goodfriend  
Don Sieracki  
Weixia Wu**

8. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth

opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<b><u>Phase</u></b>	<b><u>Direct Labor Cost Factor</u></b>	<b><u>Not to Exceed</u></b>
<b>Joint Facilities</b>		
Soil Borings	2.82	\$4,900
Surveying Services	2.82	\$5,400
<b>Commission Connection Facilities</b>		
Preliminary Design	2.82	\$17,458
Final Design	2.82	\$33,826
Bidding Services	2.82	\$3,100
<b>Village PAS Facilities</b>		
Preliminary Design	2.82	\$12,642
Final Design	2.82	\$24,494
Bidding Services	2.82	\$3,100
<b>Total:</b>	<b>2.82</b>	<b>\$104,920</b>

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

Notwithstanding anything hereunder or in the Agreement, AECOM shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that

AECOM shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

FORCE MAJEURE. Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events beyond the reasonable control of the claiming Party, including, but without limitation to, "acts of god," abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). For the avoidance of doubt, Force Majeure Events include the Coronavirus disease (COVID-19) outbreak. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonable likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Purchase Order without breach. In case such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination. Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract. Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

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The Effective Date of this Task Order is October 25<sup>th</sup>, 2021.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_

John Spatz  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema

Title: Coordinating Engineer

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

E-mail Address: Bonnema@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

AECOM Technical Services, Inc.

By: \_\_\_\_\_

Michael H. Winegard  
Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President, Water, North America

Address: 303 East Wacker Drive, Chicago, Illinois 60601

E-mail Address: mike.winegard@aecom.com

Phone: 312-373-6631

Fax: 312-373-6800

Bid Tab for Lombard Additional Connection

PRICE	AECOM	CHRIS BURKE	BAX & WOODMAN	DONAHUE	GREELEY & HANSEN
<b>Design</b>	Lump sum				
Meetings			\$ 13,800		
Soil Borings		\$ 25,000	\$ 6,450	\$ 7,550	\$ 13,735
Surveying Services		\$ 25,000	\$ 6,450	\$ 25,400	\$ 4,516
<b>Preliminary Design</b>					
Commission Metering Station		\$ 20,000	lump sum ( \$40,200 )	\$ 27,053	lump sum ( \$51,677 )
Lombard Pressure Adjusting		\$ 30,000		\$ 33,047	
<b>PRELIMINARY DESIGN TOTAL</b>	<b>\$ 40,400</b>	<b>\$ 100,000</b>	<b>\$ 66,900</b>	<b>\$ 93,050</b>	<b>\$ 69,928</b>
<b>Final Design</b>	Lump sum		Lump sum		Lump sum
Commission Metering Station		\$ 40,000		\$ 27,436	
Lombard Pressure Adjusting		\$ 50,000		\$ 33,524	
<b>FINAL DESIGN TOTAL</b>	<b>\$ 58,320</b>	<b>\$ 90,000</b>	<b>\$ 69,400</b>	<b>\$ 60,960</b>	<b>\$ 72,872</b>
<b>Bidding</b>	Lump sum		Lump sum		Lump sum
Commission Metering Station		\$ 5,000		\$ 5,310	
Lombard Pressure Adjusting		\$ 5,000		\$ 6,481	
<b>BIDDING TOTAL</b>	<b>\$ 6,200</b>	<b>\$ 10,000</b>	<b>\$ 3,800</b>	<b>\$ 11,791</b>	<b>\$ 3,945</b>
<b>DESIGN/BIDDING SUBTOTAL</b>	<b>\$ 104,920</b>	<b>\$ 200,000</b>	<b>\$ 140,100</b>	<b>\$ 165,801</b>	<b>\$ 146,745</b>
<b>Construction</b>					
Commission Metering Station	Lump sum (\$36,850)	\$ 100,000	Lump Sum	\$ 77,634	Lump sum (\$100,518)
Lombard Pressure Adjusting		\$ 100,000		\$ 94,865	
Construction Observation	\$ 18,100	included		included	\$ 47,680
<b>CONSTRUCTION SERVICES TOTAL</b>	<b>\$ 54,950</b>	<b>\$ 200,000</b>	<b>\$ 97,400</b>	<b>\$ 172,499</b>	<b>\$ 100,518</b>
<b>OVERALL SUM OF SERVICES</b>	<b>\$ 159,870</b>	<b>\$ 400,000</b>	<b>\$ 237,500</b>	<b>\$ 338,300</b>	<b>\$ 247,263</b>