

GLENBARD WASTEWATER AUTHORITY  
Executive Oversight Committee  
Agenda

November 19, 2020

8:00 a.m.

**Zoom Link:** <https://us02web.zoom.us/j/86374226774>

*Glenbard Wastewater Authority Meeting Procedures Statement*

*On March 16, 2020, Governor Pritzker issued Executive Order. No. 5 in response to COVID-19, which temporary suspended certain requirements of the Open Meetings Act ILCS 120 allowing Executive Oversight Committee members to participate electronically in Executive Oversight Committee meetings. The Public is welcome to observe and participate in all meetings of the Executive Oversight Committee. Meetings are able to be viewed using the link <https://us02web.zoom.us/j/86374226774> or by calling (312) 626-6799 and using the Meeting ID: 863 7422 6774. All public comments received during the meeting will be read into the record during the appropriate portion of the agenda.*

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Award Recognition

The President of the Central States Water Environmental Association (CSWEA), Mark Eddington, Executive Director of the Kishwaukee Water Reclamation District, will be presenting the CSWEA 2020 Operations Award to Jason Neighbors, Operator 1 at GWA, and the 2020 Water Stewardship Award to Matt Streicher. Since the usual awards ceremony was not allowed to take place this year, CSWEA would like to formally recognize the award winners at their respective public meetings.

5. Public Comment
6. Consent Agenda – The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

*Motion the EOC to approve the following items including Payroll and Vouchers for part of the month of October 2020 \$770,403.50 (Trustee Christiansen).*

- 6.1 Executive Oversight Committee Meeting Minutes:  
October 8, 2020 EOC Meeting
- 6.2 Vouchers Previously Reviewed by:  
October 2020 – Trustee Christiansen

7. Facility Improvement Project Deductive Change Order

After negotiating with the General Contractor on how to resolve the issue of potential liquidated damages, the Authority recommends that the EOC motion the authorization to approve Change Order Number 6 to reduce the Facility Improvement Construction Contract by \$68,663, lowering it from \$17,701,258.83 to \$17,632,595.83. A more detailed explanation and breakdown can be found in the memo within the agenda packet.

8. Facility Improvement Project Construction Engineering Amendment Number 2

Due to the project construction extending past the expected completion date, the budget amount for construction engineering services had become depleted, and an amendment is needed in order to finish out the items in the original scope; including substantial and final completion items, loan closeout, and record drawings of as-built conditions. The deductive change order to the construction contract discussed in item 6 of this agenda is intended to cover the costs of this engineering amendment.

The Authority recommends the EOC motion the authorization to approve amendment number 2 to the construction engineering contract with Black & Veatch, to increase the total contract amount \$58,663, bringing the total amount from \$1,030,943 to \$1,089,606. These funds would come out of the 40-580180 budget, and per contract language in the FIP construction contract, the funds are being recovered from the contractor via a deductive change order.

9. Biosolids Dewatering Improvement Notice of Intent to Award Construction Contract

The Authority advertised the Biosolids Dewatering Improvements Project in accordance with local, state, and federal guidelines on September 11<sup>th</sup>, 2020. The Authority received bids until 10:00 a.m. on Tuesday, October 27<sup>th</sup>, 2020. Four bids were received for the project and were immediately opened and read aloud publicly. The following is a tabulation of the bids received:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Opinion of Probable Cost</i>	\$ 2,080,025.00	-
<b>Independent Mechanical Industries, Inc.</b>	<b>\$ 2,085,000.00</b>	-
Joseph J. Henderson & Son, Inc.	\$ 2,098,000.00	0.60%
Manusos General Contracting, Inc.	\$ 2,214,000.00	6.20%
IHC Construction Companies, LLC.	\$ 2,290,000.00	9.80%

Independent Mechanical Industries, Inc. (IMI) of Elk Grove Village, Illinois was the apparent low bidder with a base bid amount of \$2,085,000.

The original budgeted amount for the project and items included in the scope was \$1,895,000, not including engineering fees. However, coupled with lower than budgeted engineering fees for both the design and proposed construction engineering phase, total budget amount for the project comes in only \$134,100 higher than what was budgeted for

over the course of CY2020-CY2021. The reason for the slightly higher than budgeted cost is due to some additional improvements included while in design. The additional scope items consist of improvements to the storage and conveyance system for high strength waste, which would allow for better utilization of existing storage, better tracking of materials received, and several other improvements. These improvements would allow the possibility of more revenue, less overhead, and less risk of any future digester upsets. This work was not originally included in the scope when budgeted, however, due to economy of scale it was in the Authority's best interest to receive pricing on the work. Staff would rather not sacrifice a portion of the work that has been designed over the past year, but if directed, staff will find a way to value engineer a reduction of the scope after award has been made. The additional work was bid as an alternate, and came in at \$120,000.

This project will be paid for using an already approved low interest IEPA State Revolving Fund Loan, and will be paid back over 20 years at an interest rate of 1.39% starting six months after substantial completion of the project. Therefore, the roughly 3% higher than budgeted amount has very little impact on the capital budget over the course of the loan repayment.

The TAC agrees with the Authority's recommendation to the EOC to motion to authorize the approval of the Notice of Intent to Award the 2020 Biosolids Dewatering Improvements Construction Contract to Independent Mechanical Industries, Inc. for \$2,085,000.00.

10. Biosolids Dewatering Improvement Engineering Amendment #1 for Construction Phase

After completing a successful design and bid of the Biosolids Dewatering Improvements Project, an amendment to perform Construction Engineering Services was requested from Trotter & Associates, Inc (TAI). Due to the more than satisfactory performance by TAI, and their familiarity with the project, the Authority is proposing to waive the RFP process, as allowed by the professional services' standard procedures, and utilize TAI for construction engineering services. After receiving a proposed amendment, the Authority negotiated the scope to allow for some savings since the Authority has the capability to perform some in-house construction engineering services. The TAC agreed and also recommended this approach.

After negotiations, the amendment is proposing an additional \$104,400 (5% of construction cost) to perform part-time construction engineering services, which is a reduction from the original \$135,900 for full-time services. However, the amendment also proposes to deduct \$202,600 from the original contract. The purpose of the deduction is to remove the design of a thermal hydrolysis system from the scope after it was determined there was not a reasonable return on investment by including that item. Therefore, the overall contract amount is actually being reduced \$98,200, lowering it from \$472,300 to \$374,100.

The Authority therefore recommends the EOC motion to authorize approving amendment number 1 with Trotter & Associates for the Biosolids Dewatering Improvements Construction Engineering Services, reducing the contract by \$98,200, bringing the authorized amount to \$374,100. The remaining funds on the contract are equal to the \$104,400 required for the construction engineering, and this amount will be taken out of the designated amount in CY2021 Approved Budget, Fund 40 Capital, which has a \$100,000 budget number once formally approved.

11. Request for Authorization to Approve Agreement for Programing Logic Controller (PLC) Installation

Since the inception of the Supervisory Control and Data Acquisition System (SCADA) at the Authority in the late nineties, we have utilized Allen Bradley Programmable Logic Controllers (PLC's) to automate, control, and monitor the numerous process control aspects of the treatment facility. These PLC's are approximately 20 years old, are at end of life, and discontinued by the manufacturer. Procurement of replacement PLC components due to failure, has become increasingly difficult to obtain and are very costly if they can be had. Based on the above stated needs, we are proposing upgrading our PLC and Communications System at the Bemis Road Facility at this time.

The Authority is recommending moving forward with this PLC Replacement Project with Concentric Integration due to their unique qualifications. They are the only firm the Authority is aware of that has the complete in-house capabilities to tackle the myriad of technical disciplines required for a project with this scope; IT, instrumentation, PLC, SCADA, Security, etc. They also are in progress/have completed similar installations for Downers Grove Sanitary District and Northwest Joint Action Water Agency, and others local to the Authority. In 2016, the Authority undertook a similar project to replace our Remote Sites PLC's and Leased-Line communication. Concentric Integration was selected to perform the replacement project, which they successfully accomplished.

A proposal in the amount of \$216,360 was received from Concentric Integration to perform the hardware replacement, programming, and provide documentation/As-Builts etc. The Authority recommends the EOC motion to approve the authorization to enter into an agreement with Concentric as a professional service to install the PLCs for **\$216,360, contingent upon the approval of the CY21 Budget**. The CY21 Budget 40-580180 will be appropriately designated for such funds once approved.

12. Discussion

12.1 Capital Improvement Projects Update

13. Other Business

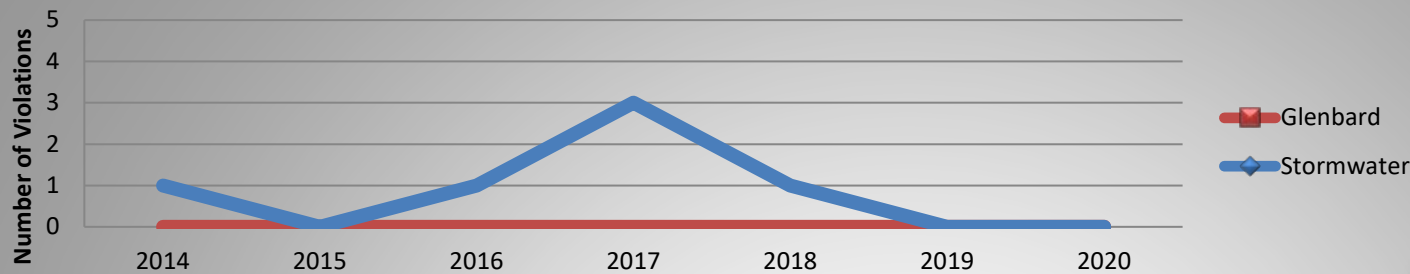
13.1 Technical Advisory Committee Updates

13.2 Pending Agenda Items

13.3 2021 EOC Meeting Schedule

14. *Next EOC Meeting* – The next regularly scheduled EOC Meeting is set for **Thursday, January, 14, 2021 at 8:00 a.m. via Zoom.**

# NPDES Permit Violations



## Glenbard Plant: \*Current Record

2826 Days February 4, 2013 through August 31, 2020

Previous excursion free operating record:

1058 Days September 8, 2007 – April 10, 2010

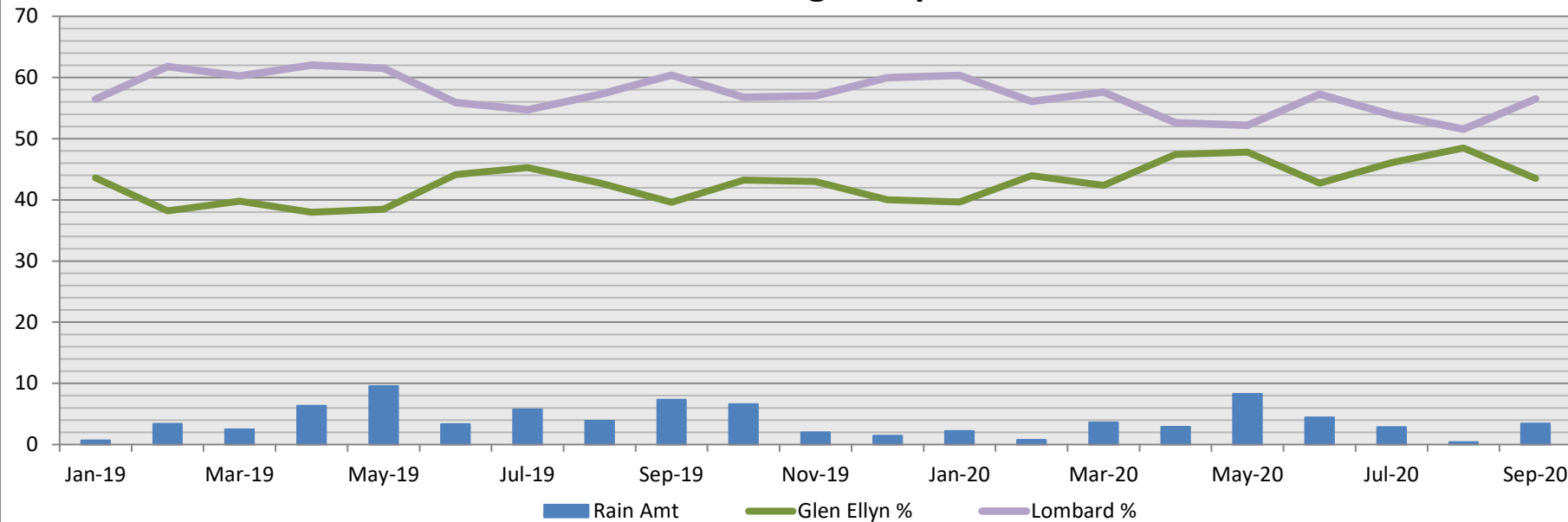
## Stormwater Facility:

930 Days April 15, 2018 through August 31, 2020

Current excursion free operating record:

1140 Days July 11, 2009 through August 27, 2012

# Flow Billing Comparison



	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Glen Ellyn %	43.5669	38.1926	39.7689	37.9926	38.464	44.1141	45.2611	42.76693	39.6144	43.22	43.01282	40.0011	39.6412	43.931	42.3567	47.418	47.7942	42.7287	46.0736	48.4668	43.5073
Lombard %	56.4331	61.8074	60.2311	62.0074	61.535	55.8859	54.7389	57.23307	60.3856	56.7761	56.98718	59.9989	60.3588	56.069	57.6433	52.582	52.2058	57.2713	53.9264	51.5332	56.4927
Rain Amt	0.66	3.385	2.48	6.33	9.545	3.355	5.74	3.905	7.345	6.59	2.01	1.45	2.24	0.76	3.615	2.91	8.265	4.44	2.84	0.4	3.46



## Billion Gallons Treated Per Year as of September 30, 2020



■ Billion Gallons Treated Per Year as of September 30, 2020

CY2016	CY2017	CY2018	CY2019	CY2020
3.10	2.45	2.89	2.90	2.76

## Total Rainfall in Inches as of September 30, 2020



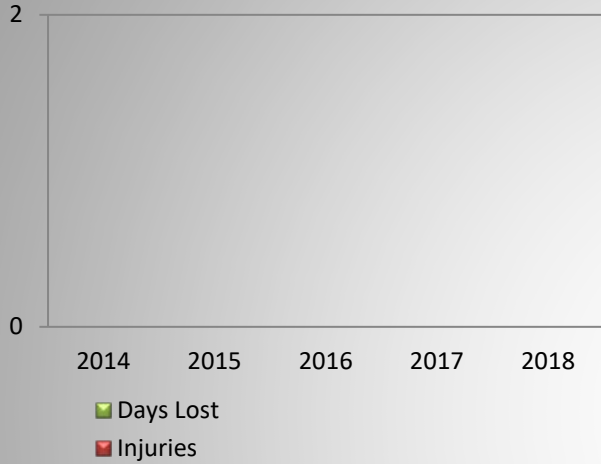
■ Total Rainfall in Inches as of September 30, 2020

CY2016	CY2017	CY2018	CY2019	CY2020
34.21	28.36	32.76	39.83	28.93

# The Authority Key Performance Indicators Regarding Safety and Neighborhood Impacts

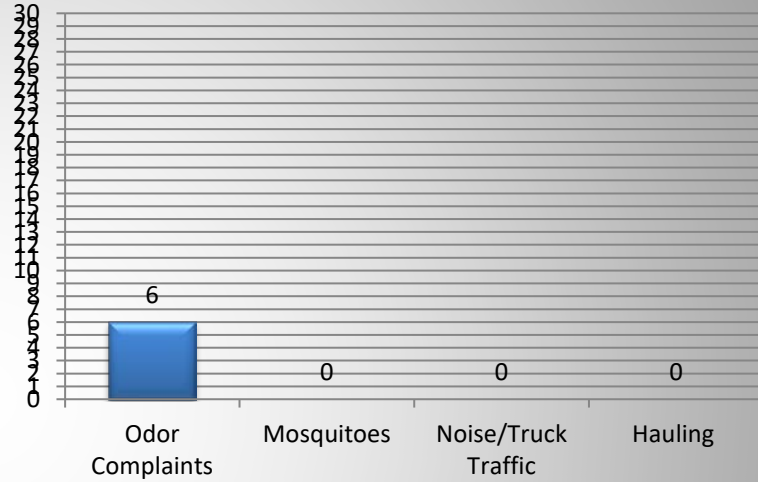


## Injuries + Lost Time

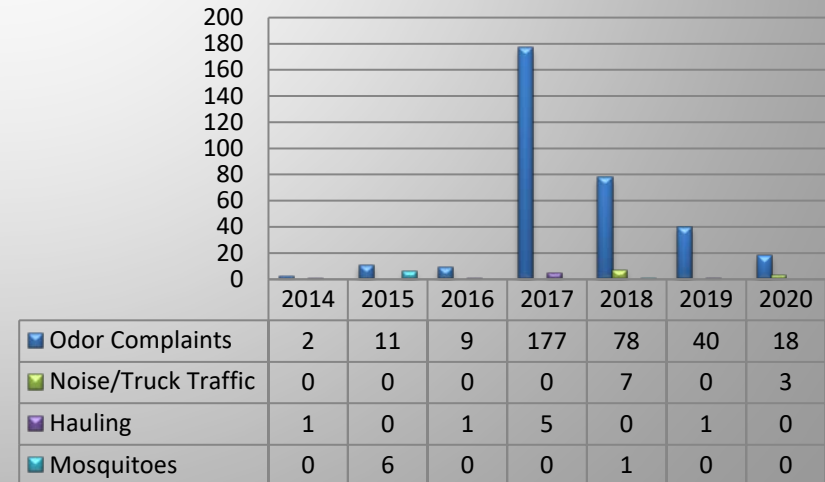


Years	2014	2015	2016	2017	2018	2019	2020
Injuries	0	0	0	0	0	0	0
Days Lost	0	0	0	0	0	0	0

## September 2020 Complaints



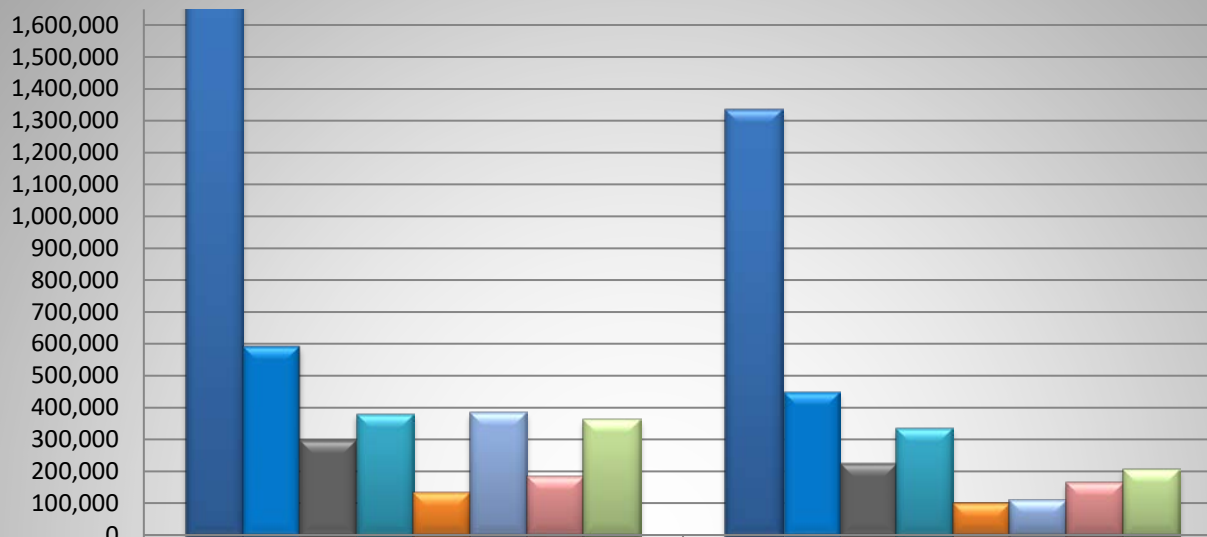
## Annual Complaint Comparison







## September 2020 O&M Expense \$ Reporting

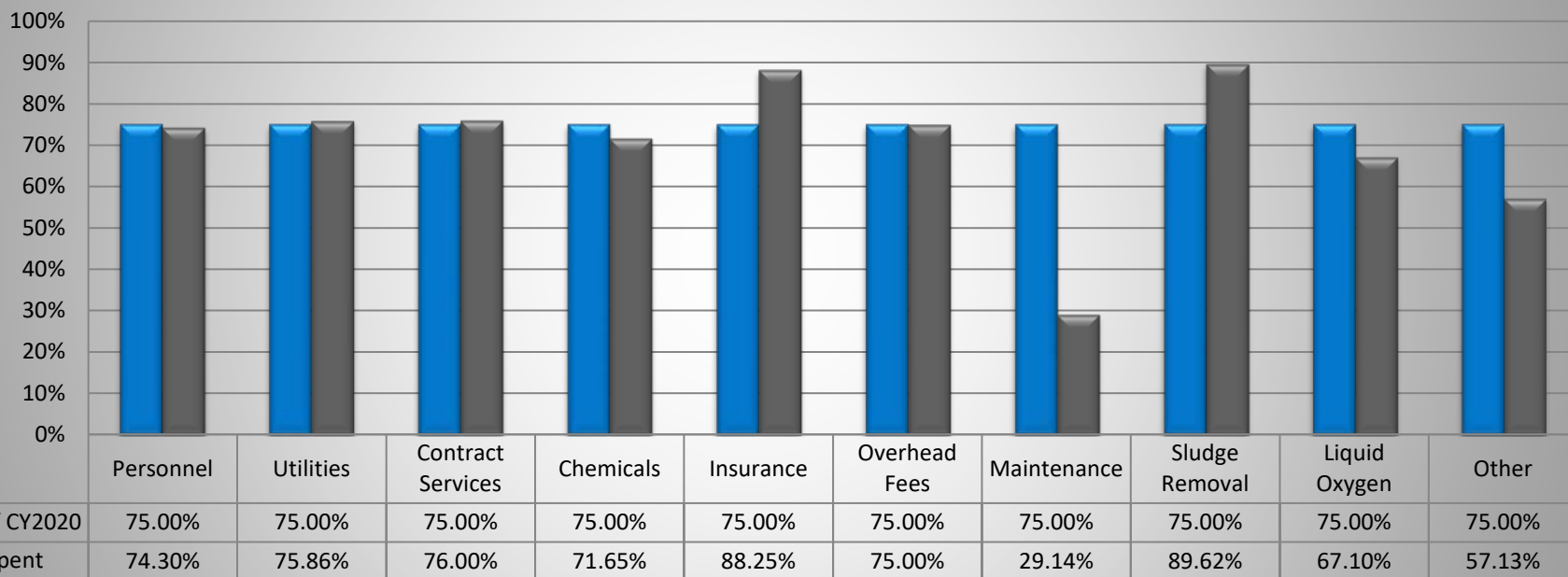


	CY2020 Budget	Spent Year to Date
Personnel	\$1,797,543	\$1,335,533
Utilities	\$591,200	\$448,456
Contract Services	\$295,744	\$224,768
Insurance	\$380,300	\$335,605
Overhead Fees	\$134,229	\$100,671
Maintenance	\$385,888	\$112,465
Sludge Removal	\$185,000	\$165,801
Other	\$362,190	\$206,918

	Personnel	Utilities	Contract Services	Chemicals	Insurance	Overhead Fees	Maintenance	Sludge Removal	Liquid Oxygen	Other
<b>CY2020 Budget</b>	\$1,797,543	\$591,200	\$295,744	\$140,000	\$380,300	\$134,229	\$385,888	\$185,000	\$330,000	\$362,190
<b>Spent Year to Date</b>	\$1,335,533	\$448,456	\$224,768	\$100,308	\$335,605	\$100,671	\$112,465	\$165,801	\$221,428	\$206,918
<b>% of CY2020</b>	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
<b>% Spent</b>	74.30%	75.86%	76.00%	71.65%	88.25%	75.00%	29.14%	89.62%	67.10%	57.13%



## September 2020 O&M Expense % Reporting



## August/September 2020 Project Updates



# CY2020 Capital Projects

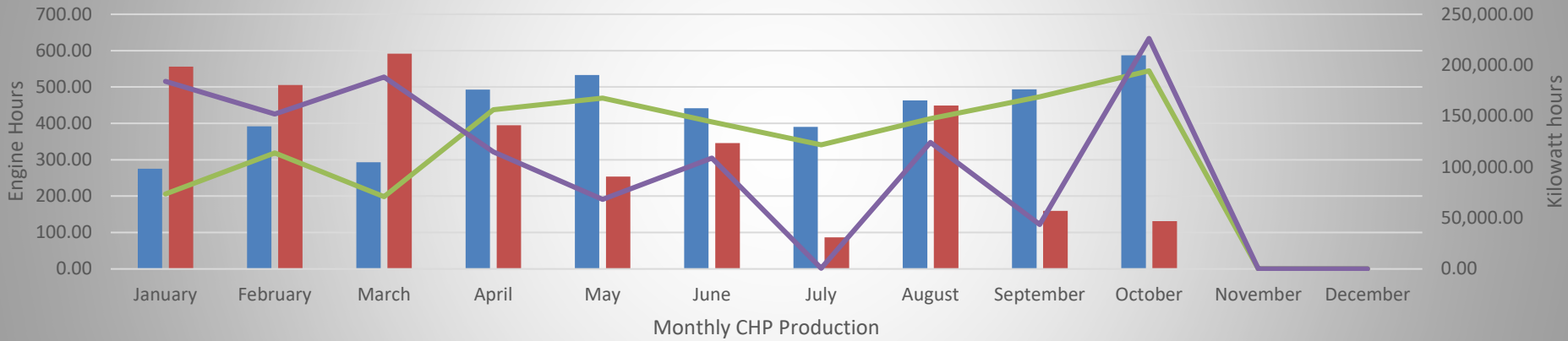


Description	Project Budget Amount	Spent to Date	July Updates
FIP Construction Engineering	\$150,000	\$163,520	Through October 31, 2020
FIP Construction	\$2,500,000	\$1,432,098	Through October 31, 2020
Small Capital Projects	\$85,000	\$22,207	Through October 31, 2020
Plant Equipment Rehabilitation	\$335,000	\$89,322	Through October 31, 2020
Infrastructure	\$97,000	\$0	Through October 31, 2020
Rolling Stock	\$39,434	\$45,468	Through October 31, 2020
Electrical Grid Design	\$250,000	\$219,520	Through October 31, 2020
HVAC Design	\$171,000	\$128,081	Through October 31, 2020
Electrical Grid Construction	\$2,600,000	\$0	Through October 31, 2020
Biosolids Dewatering Improvementss Design	\$330,000	\$269,579	Through October 31, 2020
HVAC Construction	\$998,000	\$691,335	Through October 31, 2020



# Combined Heat & Power Production Report

## Road to Net Zero



■ Engine #1 Hrs   
 ■ Engine #2 Hrs   
 — Engine #1 kWh   
 — Engine #2 kWh

**Monthly CHP Production 2020 = \$0.08/kWh**

	Engine #1 Avail		Engine #2 Avail		Engine #1 kWh	Engine #1 Avail kWh	Engine #2 kWh	Engine #2 Avail kWh	\$ Saved
	Engine #1 Hrs	Hrs	Engine #2 Hrs	Hrs					
<b>January</b>	275.40	744	555.70	744	73,651.00	279,000	184,092.00	279,000	\$18,042.01
<b>February</b>	391.80	672	505.80	672	113,849.00	252,000	151,970.00	252,000	\$20,064.08
<b>March</b>	292.90	744	591.90	744	70,781.00	279,000	188,491.00	279,000	\$19,569.91
<b>April</b>	493.00	720	395.10	720	156,179.00	270,000	114,929.00	270,000	\$20,463.29
<b>May</b>	533.00	744	253.70	744	167,769.00	279,000	68,310.00	279,000	\$17,819.30
<b>June</b>	441.40	720	345.70	720	144,394.00	270,000	108,723.00	270,000	\$19,105.33
<b>July</b>	390.10	744	86.70	744	121,716.00	279,000	663.00	279,000	\$9,237.19
<b>August</b>	462.90	744	448.80	744	147,531.00	279,000	124,251.00	279,000	\$20,514.17
<b>September</b>	493.70	720	159.20	720	169,039.00	270,000	43,453.00	270,000	\$16,038.94
<b>October</b>	587.50	744	131.10	744	194,597.00	279,000	226,287.00	279,000	\$31,768.42

# Return on Investment Monetary Breakdown



	HSW/FOG Gallons Received	HSW Tipping Fees	Elec Energy Produced @ \$0.07/kWh	Maintenance Costs	Total + or -	Target to meet 8.8 Year Repayment Schedule	Hit + or Miss -
<b>Calendar Year 2019</b>							
January	83,875	\$4,193.75	\$11,974.22	(\$895.00)	\$15,272.97	\$36,229.69	(20,956.72)
February	104,450	\$5,222.50	\$10,649.85	(\$1,015.00)	\$14,857.35	\$36,229.69	(21,372.34)
March	172,115	\$8,605.75	\$16,329.62	(\$560.00)	\$24,375.37	\$36,229.69	(11,854.32)
April	151,990	\$7,599.50	\$9,056.77	(\$1,688.00)	\$14,968.27	\$36,229.69	(21,261.43)
May	166,920	\$8,346.00	\$5,203.69	(\$3,145.00)	\$10,404.69	\$36,229.69	(25,825.00)
June	95,716	\$4,785.80	\$14,985.16	(\$1,505.00)	\$18,265.96	\$36,229.69	(17,963.73)
July	194,896	\$9,744.80	\$10,749.56	(\$935.40)	\$19,558.96	\$36,229.69	(16,670.73)
August	179,003	\$8,950.15	\$14,041.98	(\$2,653.10)	\$20,339.03	\$36,229.69	(15,890.66)
September	137,175	\$6,858.75	\$8,792.19	(\$560.00)	\$15,090.94	\$36,229.69	(21,138.75)
October	222,475	\$11,123.75	\$3,712.19	(\$19,716.07)	-\$4,880.13	\$36,229.69	(41,109.83)
November	194,464	\$9,723.20	\$11,792.85	(\$10,620.00)	\$10,896.05	\$36,229.69	(25,333.64)
December	170,480	\$8,524.00	\$19,283.76	(\$945.00)	\$26,862.76	\$36,229.69	(9,366.93)
<b>Annual Totals</b>	1,873,559	\$93,677.95	\$136,571.86	(\$44,237.57)	\$186,012.24		
<b>Repayment Balance</b>	\$3,639,843.34						
<b>Annual Payback on Investment</b>	\$209,155.51						
<b>Current Return on Investment in Years</b>	17.4						
<b>Calendar Year 2020</b>							
January	200,970	\$10,048.50	\$18,042.01	\$1,890.00	\$26,200.51	\$36,229.69	(10,029.18)
February	102,657	\$5,132.85	\$20,064.08	\$1,512.89	\$23,684.04	\$36,229.69	(12,545.65)
March	173,840	\$8,692.00	\$19,569.91	\$580.00	\$27,681.91	\$36,229.69	(8,547.78)
April	153,275	\$7,663.75	\$20,463.29	\$2,436.00	\$25,691.04	\$36,229.69	(10,538.65)
May	136,460	\$6,823.00	\$17,819.30	\$2,254.85	\$22,387.45	\$36,229.69	(13,842.25)
June	123,410	\$6,170.50	\$19,105.33	\$805.44	\$24,470.39	\$36,229.69	(11,759.30)
July	161,425	\$8,071.25	\$9,237.19	\$549.00	\$16,759.44	\$36,229.69	(19,470.25)
August	219,075	\$10,953.75	\$20,514.17	\$1,846.00	\$29,621.92	\$36,229.69	(6,607.78)
September	187,790	\$9,389.50	\$16,038.94	\$1,344.39	\$24,084.05	\$36,229.69	(12,145.64)
October	222,345	\$11,117.25	\$31,768.42	\$1,846.00	\$41,039.67	\$36,229.69	4,809.98
November		\$0.00	\$0.00		\$0.00	\$36,229.69	(36,229.69)
December		\$0.00	\$0.00		\$0.00	\$36,229.69	(36,229.69)
<b>Annual Totals</b>	1,681,247	\$84,062.35	\$192,622.64	\$15,064.57	\$261,620.42		
<b>Repayment Balance</b>	\$3,378,222.92						
<b>Annual Payback on Investment</b>	\$212,656.64						
<b>Current Return on Investment in Years</b>	15.9						

# **SECTION 6.0**

# **CONSENT AGENDA**

**SECTION 6.1**

**MINUTES –**

**OCTOBER 8, 2020**

**MEETING**



GLENBARD WASTEWATER AUTHORITY  
Executive Oversight Committee  
Agenda

October 8, 2020

8:00 a.m.

**Zoom Link:** <https://us02web.zoom.us/j/84288624217>

*Glenbard Wastewater Authority Meeting Procedures Statement*

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Members Present:

Keith Giagnorio	President, Village of Lombard
Diane McGinley	President, Village of Glen Ellyn
William Ware	Trustee, Village of Lombard
Kelli Christiansen	Trustee, Village of Glen Ellyn
Scott Niehaus	Village Manager, Village of Lombard
Mark Franz	Village Manager, Village of Glen Ellyn
Carl Goldsmith	Public Works Director, Village of Lombard
Julius Hansen	Public Works Director, Village of Glen Ellyn

Others Present:

Matthew Streicher	Executive Director, GWA
Jon Braga	Maintenance Superintendent, GWA
David Goodalis	Operations Superintendent, GWA
Ashley Staat	Environmental Resources Coordinator, GWA
Christina Coyle	Finance Director, Village of Glen Ellyn

1. Call to Order at 8:05 a.m.
2. Roll Call: President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen answered "Present".
3. Pledge of Allegiance
4. Public Comment
5. Consent Agenda - The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

*Motion the EOC to approve the following items including Payroll and Vouchers for part of the month of September 2020 \$968,104.35 (Trustee Christiansen).*

**Mr. Franz motioned and Trustee Christiansen seconded the MOTION that the following items, on the Consent Agenda be approved. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded “Aye” during a roll vote. The motion carried.**

- 5.1 Executive Oversight Committee Meeting Minutes:
  - September 10, 2020 EOC Meeting
- 5.2 Vouchers previously reviewed by Trustee Christiansen
  - September 2020
- 5.3 Authorization to Purchase New Carbonaceous Recycled Activated Sludge Pumps

Through evaluations of equipment, staff determined that the Return Activated Sludge Station Rehabilitation could be deferred in lieu of the more urgent need to replace the Carbonaceous Return Activated Sludge Pumps. Additional information on the project development is enclosed in the memo. The approach and proposed purchase were reviewed by the TAC and all were in agreement to recommend approval to the EOC.

The Authority requests a motion to waive competitive bidding and authorize the purchase of new Flygt CRAS Pumps from Xylem Water Services for the amount of \$49,943.00. This item will be invoiced to Fund 40-580180, to which \$180,000 was budgeted. Although installation will be performed in-house remaining costs associated with that installation will be invoiced to the same budget number, and are not expected to exceed \$15,000.

- 5.4 Request for Authorization to Proceed with Hydraulic Model of GWA Sewer System

In 2016 – 2019, the Authority had RJN Group own and maintain the sewer flow meter network for billing purposes. In 2020, the Authority renewed this service with RJN for another three years and added the option for RJN to use the collected flow meter data and create a hydraulic model of the Authority’s sewer system.

The Hydraulic Model would be used to provide a further understanding of the capacity of the sewer system, the impacts of each Village connection to the interceptors, the sewer reaction to different size rain events, the optimization of the CSO facility, and plant malfunction repercussions. This understanding will help the Authority to plan future upgrades to the system, advise the Villages on areas that could be at risk for backups, save operational budget at the CSO plant, and develop an SOP for emergency situations.

In addition to the benefits to the Authority, each Village can use the model to understand impacts of any changes made to their collection systems and use the GWA system model as a base for any modelling done on their own.

The Authority has included the Hydraulic Modelling in the budget for 2020 – 2023, splitting the cost over the three-year contract. The total cost of the Hydraulic Modelling is \$43,600 and is expected to be split between 2020 and 2021. The TAC has met with RJN and discussed this outside of the most recent TAC meeting; however, all are in agreement to recommend proceeding with the study.

The Authority requests motion to approve the Hydraulic Modelling portion of the existing contract with RJN Group. This item will be invoiced to fund 270-520981 at the amount of \$43,600.

5.5 Authorization to approve an amendment to the agreement between the Glenbard Wastewater Authority and the DuPage River/Salt Creek Workgroup.

By agreeing to the proposed amendment, the implementation of Phosphorus limit would be extended from September 2025 to September 2028, effectively saving the Authority roughly \$4.2M in O&M costs, and also deferring roughly \$2M in capital upgrades. It is also possible that by agreeing to the proposed amendment, and assisting in funding for the continuation of the special assessment projects to be performed by the DRSCW, the Phosphorus limit could be either further delayed or reduced.

The draft proposed amendment was discussed at the September 2020 EOC meeting and it appeared the EOC had no opposition. The slideshow from that discussion is enclosed with this memo, along with the proposed amendment itself.

It is recommended the EOC motion to authorize approval of the Amendment between the Glenbard Wastewater Authority and the DuPage River Salt Creek Workgroup to agree to continue paying the special assessment fees through CY2028.

6. Request for Authorization to Extend Existing Property Lease

In April 2020 the tenant at the property to the North of the plant that the Authority acquired late last year (1S641 Sunnybrook Road) approached the Authority requesting an extension to the “rent-free” lease. At the time, the lessee informed the Authority that he had lost his job due to the COVID crisis. Also, due to the uncertainty of the housing market, the tenants are concerned that their search for a new home may be slowed down as a result of the COVID crisis. Although it’s not ideal for a municipal body to give rent free leases, the TAC and Village Managers had come to a consensus to recommend extending the “rent-free” lease period. This recommendation since if the lessee were to start paying rent, and the Authority received monetary contributions, the property would lose its tax exemption status and the Authority would have to end up paying taxes. The TAC and Village

managers were all in agreement that this would be the only extension granted to the lessee despite any similar circumstances that may arise.

Shortly after the request was made, the lessee rescinded the request for the extension, as it was thought to be no longer needed. Since then, the lessee has had an offer accepted on the purchase of a new home, however he has again requested an extension as timing on the ability to move into the new home may conflict with the end of the rent-free lease. Despite the lessee only requesting an extension of a couple of weeks, it's the TAC's recommendation to agree to the original one-time 90-day extension, so that if there are any other delays the agreement would not have to be renegotiated again. Since the TAC and Village Managers had previously come to a consensus to recommend extending the "rent-free" lease period, the TAC was once again agreeable to these terms.

A motion is requested to the EOC to authorize approval of the enclosed amendment to the agreement that the Authority's attorney authored.

*Mr. Streicher explained tenant of the parcel GWA purchased last year had approached him back in the Spring indicating that he had lost his job and was requesting an extension on the one year rent free lease. Mr. Streicher explained that at the time, he had presented the request to the TAC, who, along with the Village Managers, agreed to an extension. However, the tenant came back and stated he got his job back and the extension was no longer necessary. Mr. Streicher indicated that while the tenant was able to find a new home to purchase, and will be closing on the new property in the coming week, the home is in need of some remodeling before the family can move in and has requested an extension until the second week of November. Mr. Streicher indicated that he felt granting the original three (3) month extension that the tenant had requested and was approved back in the Spring, was reasonable to avoid any issues with contractors at the new home that might result in the tenant having to request additional extensions. Mr. Streicher added that if GWA were to start charging rent to the tenant, the property would lose its tax exemption status and the amount of taxes that would have to be paid, would exceed the amount collected for three months of rent.*

**Mr. Niehaus made the motion and Mr. Goldsmith seconded to approve the amendment for a three (3) month lease extension to the tenant at the Sunnybrook property. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded "Aye" during a roll vote. The motion carried.**

## 7. Discussion

### 7.1 Capital Improvement Projects Update

#### Facility Improvement Project:

*Mr. Streicher provided the following updates on the project:*

*The project is moving along slowly and per their schedule, substantial completion was to be this week. Mr. Streicher indicated that, in his opinion, the project will not be substantially completed per their schedule, but believes they are within a week's time of reaching this point. Mr. Streicher added that final completion is scheduled to be October 31<sup>st</sup>; however, he does see this time frame giving GWA staff enough time to create a valid punch list that Boller would be able to complete by the October 31<sup>st</sup> final completion date and feels that middle of November is a more realistic time frame.*

*Mr. Streicher indicated that progress has been slow and there are some change orders pending, but the ultimate goal is to include these in with the liquidated damages discussions, which will be reviewed in the Executive Session, and he is hopeful that by the next EOC meeting this project will have reached the final completion status.*

*HVAC Project Update:*

*Mr. Streicher provided the following status:*

*This project is completed; however, there are some lingering issues, namely some paperwork relating to O&M manuals that they need to address comments on and GWA is still withholding a substantial amount of money from them that they have not even requested yet. Mr. Streicher indicated that while we are not concerned about the lingering items, final completion was issued for the project, and Amber has not asked for the remaining payment.*

*Medium Voltage Electric Grid Update:*

*Mr. Streicher provided the following status:*

*Work on this project has started, with excavation of the existing duct banks expected to start next week and the contractor is anticipating picking up the permit from the Village of Glen Ellyn on Friday, October 9<sup>th</sup>. Mr. Streicher indicated that the project is looking to stay on track, so far, and believes that Broadway is a good contractor, but knows the project is predicted to last a little more than a year, which was scheduled.*

*Mr. Franz asked if October 2021 is the projected completion date. Mr. Streicher advised that the excavation part of the project will take from early next week until mid-winter, then starting early next year, the work will shift to inside work within the buildings completing one building at a time and not trying to work on multiple buildings at the same time.*

*Mr. Streicher stated that this project will be less of an impact than the FIP has been, but GWA will experience some inconveniences at various points.*

*Biosolids Dewatering Improvement Project:*

*Mr. Streicher provided the following status:*

*This project will also coincide with the Electrical Distribution Upgrade project and will be centrally located in a single building, and while not as large scale as the FIP or the Electrical Distribution projects, it is still a \$2 million dollar project, with the bulk of the cost being equipment replacement.*

*Bid opening is October 27, 2020 and will need to be presented at either a November or December meeting in order to issue the Notice of Intent to Award in order for GWA to move forward with the IEPA SRF Loan application.*

*Roof Replacement – Filter Building:*

*Mr. Streicher provided the following status:*

*The roof itself is completed, but the contractor is still in the process of completing the metal sheeting work and should be done within the next week.*

*RE Hours:*

*Mr. Streicher indicated that he anticipates a sharp rise in Mr. Romza's RE hours as he will be undertaking the tasks of making sure the FIP's punch list completed, as well as, working closely with Rick Freeman on the Electrical Distribution Upgrade project and the Biosolids Improvement Project, which will not require as much of Mr. Romza's time as the two other project, but it will still need his attention.*

8.0 Other Business

8.1 Technical Advisory Committee Updates

8.2 Pending Agenda Items

*Several items on the 2020 list were approved under the Consent Agenda will wrap up the project list for 2020.*

*Mr. Streicher did remind the EOC Committee members that a November or December meeting will be needed to approve the Notice of Intent to Award the Biosolids Rehabilitation project as well as approving a CY2021 project contract once the CY2021*

*Budget is formally approved by the GWA Full Board, that will not be invoiced until sometime in 2021.*

8.3 Full Board Meeting – Thursday, November 5<sup>th</sup> or 19<sup>th</sup>, 2020 at 6:00pm

Meeting will either be performed remotely via Zoom, in person at the Village of Lombard Village Hall, or a combination of the two.

*Mr. Niehaus advised that a decision regarding the final date for the Full Board meeting is still pending. Mr. Niehaus indicated that the date of November 5<sup>th</sup> is an issue for the Village of Lombard's board as they are hosting public meetings for residents regarding their CY2021 Budget and feels November 19<sup>th</sup> would be better for the Village. Mr. Franz asked President McGinley and Trustee Christiansen if they had any concerns with setting the meeting for November 19<sup>th</sup>, both indicated they did not.*

*Mr. Streicher suggested the possibility of hosting a brief EOC Committee meeting to approve the Notice of Intent to Award the Biosolids Rehabilitation project, prior to the Full Board meeting on November 19<sup>th</sup>.*

9. **Next EOC Meeting** – The next regularly scheduled EOC Meeting is set for **Thursday, November 12, 2020 at 8:00 a.m. via Zoom.**

10. Executive Session – Materials to be Provided Under Separate Cover

*Motion the EOC to adjourn to Executive Session for the purposes of discussing probable litigation without returning to open session thereafter.*

**Mr. Franz made the motion to adjourn the October 8, 2020 EOC Committee and move to Executive Session for the purpose of discussing probable litigation without returning to Open Session, and Trustee Christiansen seconded the MOTION. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded “Aye” during a roll call. The motion carried. The meeting adjourned at 8:25 a.m.**

Submitted by:

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Gayle A. Lendabarker  
GWA Administrative Secretary

# **SECTION 6.2**

## **VOUCHERS – OCTOBER 2020**



**GLENBARD WASTEWATER AUTHORITY  
APPROVAL OF VOUCHERS  
For the meeting in November 2020**

<b>EXPENDITURES:</b>	<b>Check Date</b>	<b>Paid Amount</b>	
Accounts Payable Warrant 1020-1	10/15/2020	\$ 445,596.14	
Accounts Payable Warrant 1020-2	10/30/2020	\$ 198,484.65	
		<u>\$ 644,080.79</u>	<b>Warrant Total \$ <u>644,080.79</u></b>

<b>PAYROLL EXPENDITURES:</b>	<b>October 9, 2020</b>	<b>October 23, 2020</b>	
Net Employee Payroll Checks	<u>\$ 35,561.11</u>	<u>\$ 36,257.79</u>	
 <b><u>Employee &amp; Employer Payroll Deductions:</u></b>			
Employee Deductions*	\$ 18,599.60	\$ 19,309.36	
IMRF - Employer contribution	\$ 4,540.97	\$ 4,106.49	
Social Security/Medicare Tax Withheld - Employer portion	\$ 3,912.25	\$ 4,035.14	
<b>Total Payroll</b>	<u><b>\$ 62,613.93</b></u>	<u><b>\$ 63,708.78</b></u>	<u><b>\$ 126,322.71</b></u>
			<b>GRAND TOTAL \$ <u>770,403.50</u></b>

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1268 JP MORGAN CHASE NA											
FRER-50		10/06/2020		1020-2	2819	-7.98	10/30/2020	CRM	PD	BESTBUY.COM- CREDIT FOR S	
FRER-51		10/06/2020		1020-2	2820	126.33	10/30/2020	DIR	PD	ENDRESS /HAUSER - TESTING	
FRER-52		10/06/2020		1020-2	2821	1,728.00	10/30/2020	DIR	PD	MICROSOFT - MICROSOFT SOF	
GOOD-17		10/06/2020		1020-2	2822	69.99	10/30/2020	DIR	PD	BASS PRO SHOP - WADING BO	
GOOD-18		10/06/2020		1020-2	2823	180.00	10/30/2020	DIR	PD	CHICAGO CONTRACTOR'S - FU	
STRM-43		10/06/2020		1020-2	2824	12.74	10/30/2020	DIR	PD	ZOOM - WEB HOSTING	
LENG-154		10/06/2020		1020-2	2825	68.00	10/30/2020	DIR	PD	CHICAGO TRIBUNE - QTRLY S	
LENG-155		10/06/2020		1020-2	2826	126.90	10/30/2020	DIR	PD	KEURIG.COM- COFFEE SUPPLI	
LENG-156		10/06/2020		1020-2	2827	22.85	10/30/2020	DIR	PD	AMAZON - SHOWER CLEANING	
LENG-157		10/06/2020		1020-2	2828	27.75	10/30/2020	DIR	PD	AMAZON - SHOWER CLEANING	
LENG-158		10/06/2020		1020-2	2829	89.00	10/30/2020	DIR	PD	AT&T - BACKUP INTERNET	
LENG-159		10/06/2020		1020-2	2830	3.80	10/30/2020	DIR	PD	IL TOLLWAY - UNPAID TOLLS	
LENG-160		10/06/2020		1020-2	2831	53.67	10/30/2020	DIR	PD	SUNNY ACRES FARM - MUMS F	
293 VILLAGE OF GLEN ELLYN											
IFT-191		10/29/2020		1020-2	2832	13,927.34	10/30/2020	DIR	PD	MONTHLY IFT TRANSFER 1020	
1207 1ST AYD CORPORATION											
PSI400254		10/01/2020		1020-1	959443	128.37	10/15/2020	INV	PD	#6307901901-MAINT CLEANIN	
881 AIRGAS, INC											
9105639472	20200004	09/30/2020		1020-1	959444	1,500.00	10/15/2020	INV	PD	VAPORIZERS/AIRGAS LEASE	
9500617818		09/12/2020		1020-1	959444	5,605.78	09/30/2020	INV	PD	#2024961-LIQUID OXYGEN -	
9500618003		09/19/2020		1020-1	959444	5,897.19	09/30/2020	INV	PD	#2024961-LIQUID OXYGEN -	
9500622711		10/03/2020		1020-1	959444	5,671.70	10/15/2020	INV	PD	#2024961-LIQUIDY OXYGEN S	
9500622949		10/10/2020		1020-1	959444	4,055.09	10/15/2020	INV	PD	#2024961-LIQUID OXYGEN O	
9973986362		10/03/2020		1020-1	959444	66.94	10/15/2020	INV	PD	#2024961-CALIBRATION GAS	
						22,796.70					
859 ANALYTICAL SOLUTION, INC											
I2005117		09/28/2020		1020-1	959445	590.00	10/15/2020	INV	PD	GAS TESTING SVCS - SEP 20	
1117 ANCO STEEL COMPANY INC											
324381		10/13/2020		1020-1	959446	1,116.39	10/15/2020	INV	PD	MAINT METAL STOCK - OCT 2	

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1260 APPLIED INDUSTRIAL TECHNOLOGIES INC										
7019826152		09/22/2020		1020-1	959447	202.28	10/15/2020	INV	PD	#1251999-MAINT PARTS - SE
7019913169		10/02/2020		1020-1	959447	212.21	10/15/2020	INV	PD	#1251999-MAINT PARTS - OC
						414.49				
1124 BLACK & VEATCH CORPORATION										
1328615	20160007	09/14/2020		1020-1	959448	10,908.00	09/30/2020	INV	PD	CONSTRUCTION OVERSIGHT FI
1330571	20160007	10/09/2020		1020-1	959448	9,890.00	10/15/2020	INV	PD	CONSTRUCTION OVERSIGHT FI
						20,798.00				
1221 BOLLER CONSTRUCTION CO, INC										
PAY APP 34	20170007	09/30/2020		1020-1	959449	109,321.00	10/15/2020	INV	PD	FACILITY IMPROVEMENT PROJ
819 UNITED COMMUNICATIONS										
329856		10/15/2020		1020-1	959450	1,120.32	10/15/2020	INV	PD	#1209792-PHONE SVC - OC/N
47 CINTAS CORPORATION #769										
4063484159		10/05/2020		1020-1	959451	169.90	10/15/2020	INV	PD	#14944758-MAINT SHOP TOWE
1218 COLLEY ELEVATOR CO.										
202414		10/01/2020		1020-1	959452	198.00	10/15/2020	INV	PD	#BE0945 MONTHLY ELEVATOR
490 COMCAST CABLE COMMUNICATIONS, LLC										
22694		09/25/2020		1020-1	959453	241.05	10/15/2020	INV	PD	#8771200570017919-INTERNE
1341 CROWTHER ROOFING & SHEET METAL, INC.										
PAY APP 1	20200011	09/25/2020		1020-1	959454	202,500.00	10/15/2020	INV	PD	2020 ROOFING CONTRACT
994 DIRECT ENERGY MARKETING, INC.										
202580043300557		09/14/2020		1020-1	959455	30,611.64	09/30/2020	INV	PD	#1152328-ELECTRIC USAGE -
1193 EVERGREEN LAWN CARE, INC.										
15635		09/30/2020		1020-1	959456	500.00	10/15/2020	INV	PD	LAWN SVCS SUNNYBROOK PROP
107 GASVODA & ASSOCIATES, INC.										
2002129		10/09/2020		1020-1	959457	9,736.00	10/15/2020	INV	PD	#GLENBARD1-DIGESTER PUMP
293 VILLAGE OF GLEN ELLYN										
22741		10/01/2020		1020-1	959458	2,067.92	10/15/2020	INV	PD	#610130-WATER SVC - AUG 2
22742		10/01/2020		1020-1	959458	19.86	10/15/2020	INV	PD	#432720-WATER SVC - JUL/S
						2,087.78				
297 W.W. GRAINGER, INC.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9669575780		09/30/2020		1020-1	959459	79.36	10/15/2020	INV	PD	#801764762-ELECTRICAL SUP
9671233733		10/01/2020		1020-1	959459	107.76	10/15/2020	INV	PD	#801764762-ELECTRICAL SUP
9676166532		10/07/2020		1020-1	959459	46.83	10/15/2020	INV	PD	#801764762-ELECTRICAL SUP
9678632846		10/08/2020		1020-1	959459	132.80	10/15/2020	INV	PD	#801764762-ELECTRICAL PAR
9679072067		10/09/2020		1020-1	959459	120.00	10/15/2020	INV	PD	#801764762-ELECTRICAL TOO
9680334126		10/12/2020		1020-1	959459	84.85	10/15/2020	INV	PD	#801764762-MAINT SUPPLIES
743 GROOT, INC						571.60				
6058307		10/01/2020		1020-1	959460	323.51	10/15/2020	INV	PD	#310769434001-REFUSE SVCS
119 HACH COMPANY										
12153510		10/07/2020		1020-1	959461	315.90	10/15/2020	INV	PD	#71607-ELECTRICAL SUPPLIE
1340 HAUSER IZZO PETRARCA, GLEASON & STILLMAN LLC										
26431		10/07/2020		1020-1	959462	3,174.00	10/15/2020	INV	PD	#G2700-GENERAL MATTERS-LE
26432		10/07/2020		1020-1	959462	1,207.50	10/15/2020	INV	PD	#G2700-01-FIP LEGAL SERVI
985 HOLSTEINS GARAGE						4,381.50				
1428		09/30/2020		1020-1	959463	35.00	10/15/2020	INV	PD	SAFETY LANE INSPECTION -
124 HOME DEPOT USA, INC										
1032944		09/23/2020		1020-1	959464	146.75	10/15/2020	INV	PD	#7114-MAINT TOOLS-PARTS -
4031473		09/10/2020		1020-1	959464	104.87	10/15/2020	INV	PD	#7114-MAINT SUPPLIES - SE
9363986		09/15/2020		1020-1	959464	229.00	10/15/2020	INV	PD	#7114-ELECTRICAL FRIDGE F
1147 ILLINOIS AMERICAN WATER COMPANY						480.62				
22712		09/24/2020		1020-1	959465	132.96	10/15/2020	INV	PD	#1025220008432566-VVLS WA
1347 ILLINOIS RECOVERY GROUP INC.										
66675		10/05/2020		1020-1	959466	178.50	10/15/2020	INV	PD	#2099-WASTE OIL HAULING -
185 KONICA MINOLTA BUSINESS SOLUTIONS INC										
9007145692		09/25/2020		1020-1	959467	86.77	10/15/2020	INV	PD	#146316-COPIER USAGE - AU
1189 LEAHY-WOLF COMPANY										
402945		10/12/2020		1020-1	959468	1,846.00	10/15/2020	INV	PD	CHP ENGINE OIL - OCT 2020
1333 LOGSDON STATIONERS, INC										
1090428-001		09/29/2020		1020-1	959469	55.80	10/15/2020	INV	PD	#135872-01-SANITIZING SUP
295 VILLAGE OF LOMBARD										

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
22743		10/03/2020		1020-1	959470	14.55	10/15/2020	INV	PD	#31774-001-WATER SVC AUG	
22744		10/03/2020		1020-1	959470	23.27	10/15/2020	INV	PD	#30042-001-WATER SVC - AU	
						<b>37.82</b>					
171 MCMASTER-CARR SUPPLY CO.											
46676778		10/06/2020		1020-1	959471	105.70	10/15/2020	INV	PD	#7735700-MAINT PART - OCT	
46851886		10/08/2020		1020-1	959471	22.66	10/15/2020	INV	PD	#7735700-ELECTRICAL TOOLS	
						<b>128.36</b>					
1211 GMC METALS, INC.											
1019049		09/28/2020		1020-1	959472	528.87	10/15/2020	INV	PD	MAINT METAL SUPPLIES - SE	
199 NEUCO, INC.											
4594530		10/02/2020		1020-1	959473	952.50	10/15/2020	INV	PD	#GL016-ELECTRICAL SUPPLIE	
4600118		10/08/2020		1020-1	959473	421.11	10/15/2020	INV	PD	#GL016-ELECTRICAL PARTS -	
						<b>1,373.61</b>					
201 NEWARK CORPORATION											
33116828		09/29/2020		1020-1	959474	52.35	10/15/2020	INV	PD	#13415-ELECTRICAL PARTS -	
33116829		09/29/2020		1020-1	959474	94.71	10/15/2020	INV	PD	#13415-ELECTRICAL PARTS -	
						<b>147.06</b>					
226 PORTER PIPE AND SUPPLY CO											
12127264-00		10/09/2020		1020-1	959475	195.50	10/15/2020	INV	PD	#1823-CSO WELDING SUPPLIE	
237 RANDALL PRESSURE SYSTEMS, INC.											
I-36402-0		10/07/2020		1020-1	959476	640.33	10/15/2020	INV	PD	#334020-OPERATIONS HOSES	
412 NESTLE WATERS NORTH AMERICA											
10J8100616302		10/06/2020		1020-1	959477	110.81	10/15/2020	INV	PD	#8100616302-BOTTLED WATER	
939 STAPLES CONTRACT & COMMERCIAL INC.											
3459010602		10/05/2020		1020-1	959478	50.65	10/15/2020	INV	PD	#DET1680518-OFFICE SUPPLI	
738 SUBURBAN LABORATORIES, INC.											
180797		09/29/2020		1020-1	959479	2,468.80	10/15/2020	INV	PD	LAB SERVICES - AUG 2020	
271 TERRACE SUPPLY COMPANY											
1015953		09/30/2020		1020-1	959480	49.80	10/15/2020	INV	PD	#315850-WELDING CYLINDER	
1240 TWIN OAKS LANDSCAPING, INC											
MR080801-0007	20200007	10/01/2020		1020-1	959481	3,485.00	10/15/2020	INV	PD	LANDSCAPING SERVICES	

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
477 UNITED PARCEL SERVICE, INC										
9YF103390		09/26/2020		1020-1	959482	12.86	10/15/2020	INV	PD	#9YF103-SHIPPING SVCS - S
289 HD SUPPLY FACILITIES MAINT LTD										
364948		09/21/2020		1020-1	959483	339.91	10/15/2020	INV	PD	#222656-GLOVES - SEP 2020
1335 U.S. PEROXIDE, LLC										
98984		09/08/2020		1020-1	959484	12,987.84	10/15/2020	INV	PD	#500694-DEODORIZING TEST
99422		09/29/2020		1020-1	959484	10,630.86	10/15/2020	INV	PD	#500694-DEODORIZING TESTI
						<b>23,618.70</b>				
1344 VEGA BUILDING MAINTENANCE & SUPPLIES INC										
100825		10/05/2020		1020-1	959485	1,435.41	10/15/2020	INV	PD	JANITORIAL SVS AUG-SEP 20
988 VERIZON WIRELESS SERVICES LLC										
9864022417		10/01/2020		1020-1	959486	234.85	10/15/2020	INV	PD	#842065533-00001-REMOTE S
1332 CURRIE MOTORS FLEET										
H13770	20200005	10/20/2020		1020-2	959487	29,025.00	10/21/2020	INV	PD	2020 FORD F-350XL CHASSIS
881 AIRGAS, INC										
9500623128		10/17/2020		1020-2	959488	4,200.16	10/30/2020	INV	PD	#2024961-LIQUID OXYGEN OC
9500623329		10/24/2020		1020-2	959488	9,113.06	10/30/2020	INV	PD	#2024961-LIQUID OXYGEN OC
						<b>13,313.22</b>				
1117 ANCO STEEL COMPANY INC										
325188		10/22/2020		1020-2	959489	918.00	10/30/2020	INV	PD	MAINTENANCE METAL STOCK -
958 BAXTER & WOODMAN, INC.										
216953		10/23/2020		1020-2	959490	210.00	10/30/2020	INV	PD	#190974.31-NPDES PERMIT R
1061 5150, INC										
62495-0		08/26/2020		1020-2	959491	2,025.38	10/30/2020	INV	PD	VVLS REPLACEMENT FLOW MET
976 MERCURY PARTNERS 90 BI, INC										
165687		10/09/2020		1020-2	959492	470.00	10/30/2020	INV	PD	#308574-ELECTRICAL PARTS
1349 CAROLLO ENGINEERS, INC										
190118		08/17/2020		1020-2	959493	1,542.40	10/30/2020	INV	PD	#11983A.00-UVT PROJECT EI
1160 CHICAGO METROPOLITAN FIRE PREVENTION CO.										
IN00344314		10/17/2020		1020-2	959494	177.00	10/30/2020	INV	PD	#6799-VVLS ALARM MONITORI

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
768 CINTAS FIRST AID & SAFETY											
8404850666		10/16/2020		1020-2	959495	205.79	10/30/2020	INV	PD	#10127979-FIRST AID SUPPL	
1248 CONCENTRIC INTEGRATION											
216859		10/23/2020		1020-2	959496	488.02	10/30/2020	INV	PD	#200932.00-WIN-911 RENEWA	
216954		10/23/2020		1020-2	959496	688.75	10/30/2020	INV	PD	#200125.00-T&M IT SYSTEM	
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1138 CONSTELLATION ENERGY SERVICES INC											
3015159		10/12/2020		1020-2	959497	1,162.56	10/30/2020	INV	PD	#BG-11933-NATURAL GAS USA	
62 PADDOCK PUBLICATIONS, INC											
150177		06/20/2020		1020-2	959498	243.80	10/30/2020	INV	PD	#112117-BID NOTICES - JUN	
994 DIRECT ENERGY MARKETING, INC.											
202890043621312		10/15/2020		1020-2	959499	37,060.81	10/30/2020	INV	PD	#1152328-ELECTRICAL USAGE	
1348 GLEN ELLYN POLICE DEPARTMENT											
3622		10/13/2020		1020-2	959500	150.00	10/30/2020	INV	PD	#9289-FALSE ALARM CALL-OU	
297 W.W. GRAINGER, INC.											
9685264997		10/15/2020		1020-2	959501	145.02	10/30/2020	INV	PD	#801764762-JANITORIAL SUP	
9686744070		10/16/2020		1020-2	959501	44.03	10/30/2020	INV	PD	#801764762-MAINT PARTS -	
9687712530		10/16/2020		1020-2	959501	27.47	10/30/2020	INV	PD	#801764762-ELECTRICAL TOO	
						216.52					
1274 GSM FILTRATION, INC.											
4189		10/14/2020		1020-2	959502	4,607.82	10/30/2020	INV	PD	REPLACEMENT PRESS FILTER	
119 HACH COMPANY											
12161187		10/13/2020		1020-2	959503	125.85	10/30/2020	INV	PD	#071607-ANAYLZER CHEMICAL	
1147 ILLINOIS AMERICAN WATER COMPANY											
22765		10/23/2020		1020-2	959504	132.93	10/30/2020	INV	PD	#1025220008432566-WATER S	
1214 IMPACT NETWORKING, LLC											
1926672		10/14/2020		1020-2	959505	217.00	10/30/2020	INV	PD	#14156_B-COPERI PAPER-OCT	
1278 TYCO FIRE & SECURITY (US) MANAGEMENT, INC.											
34949516		10/10/2020		1020-2	959506	142.18	10/30/2020	INV	PD	#1300133259417-ALARM SVC	
34949518		10/10/2020		1020-2	959506	138.00	10/30/2020	INV	PD	#01300133268280-ALARM SVC	

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
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103844	20200010	10/07/2020		1020-2	959507	38,695.75	10/30/2020	INV	PD	RAG WASHER	
1045 KNUTH MACHINE TOOLS USA											
12255		09/29/2020		1020-2	959508	911.00	10/15/2020	INV	PD	MAINT LATH ACCESSORIES -	
157 LEN'S ACE HARDWARE, INC.											
96168-3		08/01/2020		1020-2	959509	6.38	08/28/2020	INV	PD	#331050-OFFICE SUPPLIES -	
96176-3		08/03/2020		1020-2	959509	5.91	08/28/2020	INV	PD	#331050-OPERATIONS SUPPLI	
96203-3		08/05/2020		1020-2	959509	.84	08/28/2020	INV	PD	#331050-OPERATIONS MISC S	
96295-3		08/12/2020		1020-2	959509	15.97	08/28/2020	INV	PD	#331050-JANITORIAL SUPPLI	
96459-3		08/27/2020		1020-2	959509	34.36	08/28/2020	INV	PD	#331050-PRETREATMENT SUPP	
97017-3		10/12/2020		1020-2	959509	23.00	10/30/2020	INV	PD	#331050-MAINT SUPPLIES -	
97087-3		10/17/2020		1020-2	959509	59.96	10/30/2020	INV	PD	#331050-WINTER HATS FOR S	
						146.42					
1333 LOGSDON STATIONERS, INC											
1090548-001		10/12/2020		1020-2	959510	255.96	10/30/2020	INV	PD	#135872-01-OPERATIONS PLA	
1091285-001		10/14/2020		1020-2	959510	107.90	10/30/2020	INV	PD	#135872-01-COVID DISINFEC	
						363.86					
171 MCMMASTER-CARR SUPPLY CO.											
47076794		10/13/2020		1020-2	959511	158.43	10/30/2020	INV	PD	#7735700-MAINT TOOLS - OC	
47507678		10/21/2020		1020-2	959511	142.86	10/30/2020	INV	PD	#7735700-MAINT TOOLS- OCT	
						301.29					
1211 GMC METALS, INC.											
1019551		10/28/2020		1020-2	959512	87.00	10/30/2020	INV	PD	MAINT METAL STOCK - OCT 2	
190 SID TOOL CO, INC											
98833552		10/16/2020		1020-2	959513	359.82	10/30/2020	INV	PD	#1622985-AMINT TOOLS - OC	
1142 GENUINE PARTS CO-NAPA											
0701-572341		10/16/2020		1020-2	959514	8.58	10/30/2020	INV	PD	#13643-MAINT DEGREASER -	
209 NCL OF WISCONSIN INC											
441926		07/21/2020		1020-2	959515	149.41	10/30/2020	INV	PD	#17348-SANITIZING SUPPLIE	
446021		10/22/2020		1020-2	959515	587.99	10/30/2020	INV	PD	#17348-LAB SUPPLIES - OCT	
446022		10/22/2020		1020-2	959515	235.27	10/30/2020	INV	PD	#17348-LAB SUPPLIES OCT 2	
						972.67					
876 PITNEY BOWES, INC											
1016678818		10/20/2020		1020-2	959516	161.48	10/30/2020	INV	PD	#16631770-POSTAGE METER I	



**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
226 PORTER PIPE AND SUPPLY CO										
12130560-00		10/16/2020		1020-2	959517	4,172.91	10/30/2020	INV	PD	#1823-ELECTRICAL MOTOR -
12133485-00		10/23/2020		1020-2	959517	1,751.89	10/30/2020	INV	PD	#1823-MAINT CRAS PROJ SU
						<b>5,924.80</b>				
1212 RJN GROUP, INC										
30500108	20200001	10/06/2020		1020-2	959518	9,649.00	10/15/2020	INV	PD	YR 2 FLOW MONITORING
939 STAPLES CONTRACT & COMMERCIAL INC.										
3459511356		10/13/2020		1020-2	959519	59.70	10/30/2020	INV	PD	DET1680518-OFFICE SUPPLIE
3459511357		10/14/2020		1020-2	959519	-9.95	10/14/2020	CRM	PD	#DET1680518-REFUND FOR DA
3459511358		10/14/2020		1020-2	959519	9.95	10/14/2020	INV	PD	DET1680518-OFFICE SUPPLIE
3459987300		10/17/2020		1020-2	959519	6.86	10/30/2020	INV	PD	#DET1680518-OFFICE SUPPLI
						<b>66.56</b>				
464 STRAND ASSOCIATES, INC.										
165216	20180005	10/12/2020		1020-2	959520	15,837.70	10/30/2020	INV	PD	ELECTRICAL DESIGN, ENG SV
738 SUBURBAN LABORATORIES, INC.										
180084		09/03/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING - OV
180086		09/03/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING-EM-A
181054		10/01/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING-OVER
181055		10/01/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING-EM-S
181324		10/14/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING - OV
181325		10/09/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING-ROTO
181326		10/14/2020		1020-2	959521	370.50	10/30/2020	INV	PD	PRETREATMENT TESTING-EM O
						<b>2,593.50</b>				
1001 TROTTER AND ASSOCIATES, INC.										
17650	20200002	09/30/2020		1020-2	959522	12,010.00	10/30/2020	INV	PD	BIOSOLIDS DEWATERING IMP
477 UNITED PARCEL SERVICE, INC										
9YF103410		10/10/2020		1020-2	959523	10.06	10/30/2020	INV	PD	#9YF103-SHIPPING CHARGES
9YF103420		10/17/2020		1020-2	959523	48.72	10/30/2020	INV	PD	#9YF103-SHIPPING CHARGES
						<b>58.78</b>				
289 HD SUPPLY FACILITIES MAINT LTD										
390302		10/15/2020		1020-2	959524	163.90	10/30/2020	INV	PD	#222656-OPERATIONS PPE -
988 VERIZON WIRELESS SERVICES LLC										
9865194127		10/18/2020		1020-2	959525	483.12	10/30/2020	INV	PD	#687026363-00001-CELLULAR
<b>144 INVOICES</b>						<b>644,080.79</b>				

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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\*\* END OF REPORT - Generated by Lori Thomas \*\*

## **SECTION 7.0**

# **FACILITY IMPROVEMENT PROJECT – DEDUCTIVE CHANGE ORDER APPROVAL**

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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Matt Streicher, P.E. BCEE, Executive Director

**DATE:** November 19, 2020

**RE:** FIP Change Order Number 6

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In October 2017, the EOC voted to authorize a change order in the FIP contract with Boller Construction to address items related to the design and construction of the earth retention system, de-watering and completion schedule. At that time, the adjusted "not to exceed" contract amount for the contract was approved at \$17,500,573.66. Through the course of two additional change orders, the current approved contract amount sits at \$17,701,258.83. As the project came closer to completion, the Authority started to negotiate a final contract amount with the contractor, and discussed possible liquidated damages. This document has been prepared to assist the EOC in understanding the options related to the final contract amount, and the recommendation moving forward.

Provided below is some basic information on items that were subject to negotiation and the reached settlement to help put the options in perspective:

**Retainage** - At present, Boller has submitted payment requests totaling \$17,116,593.92. GWA has paid out a total of \$16,241,565.24. Out of the remaining contract sum of \$1,459,693.59, \$875,028.68 is being held as retainage under the contract, and an additional sum of \$584,664.91 unbilled money that GWA plans to withhold until both the final contract amount is settled, as well to ensure that Boller addresses any final items or expenses that are incurred after substantial completion.

**Liquidated Damages** - Under the contract, GWA has the right to assess liquidated damages at the rate of \$2,000 per day for each day that the project exceeds the substantial completion date as well as \$2,000 per day for each day that the project exceeds the final completion date. The current substantial completion date of November 6, 2020 and final completion date of November 20, 2020 would result in a total liquidated damages assessment of \$1,520,000 (\$786,000 + \$734,000 respectively). It should be noted that liquidated damages are not a presumed amount and are subject to negotiations and proof. As such, this amount should not be viewed as a direct deduct from the contract amount. Further comment and explanation provided below.

**Additional Fees Owed for Dewatering of Earth Retention System** - The final change order approved in October of 2017 did include a calculation of fees to be paid to Boller for their additional costs related to de-watering. This was an unknown cost at the time of negotiation as it is subject to soil and precipitation conditions. The formula was based upon a gallons of water

flow per minute. Per discussions with Boller, they have calculated an additional fee for de-watering of \$671,886.22. GWA staff regularly took measurements on site, as well as determined what costs in their opinion could possibly be considered as “de-watering”, and has calculated a fee of \$285,948.61. As such, there is a difference of opinion on this cost of approximately \$386,000 that is subject to negotiation. It should be noted that any amount agreed to via negotiation or assessed by litigation would be incurred as a formal change order and an increase to the contract. Since an additional de-watering fee and calculation were included in the contract these expenses would not typically be allowed to be recouped under a liquidated damages clause.

**Out of Pocket Professional Fees Incurred by GWA** - Since the commencement of the project in 2015, GWA staff has been tracking out of pocket fees incurred due to legal expenses (\$66,620), as well as additional engineering fees that were not included in the original scope of the project (\$204,727 + \$58,663). Combined these out of pocket expenses equates to \$330,000. It should be noted that these are the kinds of expenses that would be typically presented as items to be recouped from liquidated damages. In addition to the above, an argument could also be made to include some payment for GWA staff time incurred above and beyond what was anticipated due to the schedule delays. We have not calculated a number at this time but using a plug number of \$35,000, this would bring our justifiable liquidated damages expenses to \$365,000.

**Additional Justified Change Orders** - As with any project there are unforeseen costs that are incurred prior to completion. These are typically addressed through a final change order. GWA has been tracking minor items related to low flow bracing, header support construction, a drying bed drain line repair, and the addition of condensate lines that were missed during original design. These change orders amount to an estimated amount of \$44,036.78 (final amount for T&M costs were not provided since the contractor was rescinding charges), and would also typically be included as part of any final negotiation and consideration.

**Litigation Options** - Should GWA wish to pursue litigation as opposed to negotiation in order to obtain a greater benefit under the liquidated damages language there are several factors to consider including:

1. **Cost** - It is estimated that the cost to litigate including mediation, expert witness and legal fees could land between \$150,000 and \$200,000.
2. **Timing** - Exhausting all options in the legal process including appeals, it could take 36 to 48 months to litigate this issue.
3. **Unknown Outcome** - As noted above, liquidated damages are not a "given". The burden of proof and cost would land on GWA to prove how we were "damaged" by the project delays. Our quantifiable number at this time is approximately \$300,000. Pursuing litigation would put the ultimate decision in the hands of the court as opposed to GWA control via negotiation.

4. **Reputation in the Bidding Industry** - While not the most important factor, consideration should be given to how GWA is perceived in the construction and bidding industry. Generally, it is good to have as many bidders as possible for projects in order to secure the best price. If we are known as an agency that litigates over contract disputes, it could damage our reputation and reduce the number of bidders on future projects.

In terms of trying to determine how to value possible settlements, provided below are three scenarios on how to view some of the known costs to GWA for out of pocket expenses as well as to Boller under the contract.

**Boller Assessment of Dewatering and Change Orders to be Paid**

Dewatering	\$671,886
Change Orders	44,037
<b>Total</b>	<b>\$715,923</b>

**GWA Assessment of Dewatering and Change Orders to be Paid**

Dewatering	\$285,948
Change Orders	44,037
<b>Total</b>	<b>\$329,985</b>

**Cost if Dewatering Cost is Difference is Split**

Dewatering	\$478,917
Change Orders	44,037
<b>Total</b>	<b>\$522,954</b>

**Settlement Negotiated**

After authorization from the EOC to negotiate with Boller, the two parties met several times, and verbally agreed on a resolution as follows:

1. Boller drops their request for additional dewatering and change orders in the amount of \$715,923;
2. In exchange, Boller requests that GWA drop their request for liquidated damages in the amount of \$1,520,000; and
3. Boller agrees to lower the final contract price by \$68,663 to a new "not to exceed" amount of \$17,632,595.83; and

Under this scenario, GWA would still incur costs related to "out of pocket" professional fees for legal and engineering estimated to finalize in the amount of \$330,000. It should be noted that these "out of pocket" fees had already been included in GWA's CY 2020 budget, and the deduction of \$68,663 will be going towards this amount, bringing the "out of pocket" expenses to \$261,337. However, when held up against the potential assessment of dewatering and change orders of Boller, the value to GWA is in the range of \$329,985 to \$715,923. If we chose not to hold it up against our assessment of dewatering costs and change orders, the value to GWA is still a positive of \$68,663. As such, that is where the deductive change order and reduced contract amount is identified. It should also be noted that this outcome eliminates any need for

litigation costs and the negatives related to unknown outcome, extended time frame and reputation within the industry.

Therefore, the Authority recommends that the EOC motion the authorization to approve Change Order Number 6 to reduce the Facility Improvement Construction Contract by \$68,663, lowering it from \$17,701,258.83 to a final contract amount of \$17,632,595.83.

### **Recommendation/Requested Action**

GWA staff has discussed the above referenced settlement with representatives of both member municipalities and believes that it is a fair resolution for the following reasons:

1. Eliminates GWA expenses related to additional dewatering which could range between \$286,000 and \$672,000;
2. Eliminates GWA expenses related to additional change orders totaling \$44,037;
3. Reduces "not to exceed" contract amount by \$68,663;
4. Eliminates cost and uncertainty of litigating and proving actual damages due to project delay;
5. Maintains GWA reputation in the construction and bidding industry which will benefit future project pricing; and
6. Brings final resolution to the project and eliminates future uncertainty over legal process including expenses and staff time related to protracted negotiations and litigation.
7. The total minimum value to GWA with this settlement is \$398,709 plus litigation fees. The maximum value is \$784,587 plus litigation fees. This value depends on the outcome of the dewatering costs discussion, which has the potential to have its own litigation fees.

As such, the Authority recommends that the EOC motion authorization to approve Change Order Number 6 to reduce the Facility Improvement Construction Contract by \$68,663, lower it from \$17,701,258.83 to \$17,632,595.83.



# CHANGE ORDER

Change Order No. 006

DATE OF ISSUANCE 11/12/20 EFFECTIVE DATE 11/12/20

Owner Glenbard Wastewater Authority  
Contractor Boller Construction Company, Inc.  
Contract Name: Glenbard Wastewater Authority - 2016 Facility Improvements Project  
Project: 2016 Facility Improvements Project  
Owner's Contract No. 5180

The Contract is modified as follows upon execution of this Change Order:

The following changes to the Work are to be provided by the Contractor at **no additional cost to the Owner and no increase in the Contract Price**. All labor and work involved with the following changes whether or not explicitly mentioned is understood to be and shall be included at no additional cost to the Owner and no increase in the Contract Price.

1. Work performed to provide position indicators for the pneumatic valves in the RSPS and add I/Os for actuators and exhaust fans (previously referred to as RFP 011B).
2. Installation of additional bracing at the discharge risers of the low-flow pumps in the RSPS (previously referred to as WCD 004).
3. Replacement of the existing support at the north end of the header of the raw sewage pump discharge as described in RFI 057 (previously referred to as WCD 005).
4. ~~Reimbursement for dewatering costs~~ incurred during installation of the ERS and pump station expansion. This supersedes and nullifies the modification to the Contract made in Item 6 of Change Order No. 3.
5. Work performed for installation of drain lines underneath the northeast corner of the drying bed. Work includes demo of concrete, excavation, installation of new pipe and conduit, backfilling and replacement of concrete.
6. Work performed for replacement of non-potable water piping supplying the UV Building. Work includes exploratory provisions for locating existing pipe and investigation of existing pipe conditions, excavation, installation of new manhole, installation of new pipe in yard, connection to line inside the building, backfilling, demo of concrete and asphalt, replacement of concrete and asphalt, and plugging abandoned pipeline.
7. Work performed for installing condensate drain lines for the fan units and running the line to a floor drain in the new electrical room of the RSPS.

The following items are included in the Contract Price as **a credit to the Owner. Contract Price.**

8. Additional engineering costs incurred by the Owner for support of the project beyond the Contract Times.  
Credit in the amount of \$58,663.00.
9. Administrative costs incurred by the Owner for support of the project beyond the Contract Times.  
Credit in the amount of \$10,000.00.

#### Attachments:

- Work descriptions for RFP 011, WCD 004, and WCD 005.

#### CHANGE IN CONTRACT PRICE:

Original Contract Price

\$16,725,000.00

Increase from previously approved Change Orders  
No. 001 to 005:

\$976,258.83

Contract Price prior to this Change Order:

#### CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion: 11/17/17  
Ready for final payment: 12/27/17

Increase from previously approved Change Orders  
No. 001 to No. 005:

Substantial Completion: 692  
Ready for final payment: 692

Contract Times prior to this Change Order:

\$17,701,258.83

Decrease of this Change Order:

\$68,663.00

Contract Price incorporating this Change Order:

\$17,632,595.83

Substantial Completion: 10/10/19  
Ready for final payment: 11/19/19

[Increase] [decrease] of this Change Order:

Substantial Completion: NA  
Ready for final payment: NA

Contract Times with all approved Change Orders:

Substantial Completion: 10/10/19  
Ready for final payment: 11/19/19

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# **SECTION 8.0**

## **FACILITY IMPROVEMENT PROJECT – CONSTRUCITON EGINNERING AMENDMENT #2 APPROVAL**

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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Tom Romza, P.E., Assistant Director

**DATE:** November 19, 2020

**RE:** Black & Veatch Construction Contract Amendment #2



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In March 2016, just prior to the Facility Improvement Project being bid out, the EOC approved a construction oversight contract with the design engineer for the project, Black & Veatch (B&V), for the amount of \$706,943. The Authority recommended that B&V oversee the construction management on a part-time basis due to the critical details involved with the design. The Authority had worked closely with B&V on reducing the amount of oversight required due to the hiring of an Assistant Director/Engineer.

In January 2016, B&V provided a scope and a cost proposal in the amount of \$806,000 which included 24 hours per week of construction oversight. The second proposal received March 1, 2016 came in at \$706,943 for 16 hours per week of construction oversight with additional administrative time being reduced. GWA budgeted \$710,000 for construction phase engineering and with the due diligence demonstrated by B&V and GWA, GWA was able to negotiate down to a number under the budget which represented a savings of \$394,000 off of the original CY2015 budget number.

Then in October 2019, after it became apparent the FIP contractor would not complete the construction by the contractual completion date, a subsequent amendment was negotiated with B&V to extend the duration of the required service for \$320,943, bringing the overall contract amount to \$1,030,943. This amendment was based on the prediction of the project being completed in July 2020. The approval was also granted with the presumption that some of the funds would be recovered from the contractor via liquidated damages.

However, due to the project extending past the projected July 2020 date, the budget amount for the construction engineering services had become depleted, and an additional amendment is needed in order to finish out the items in the original scope. These items include walkthrough's for substantial and final completions, assistance with closing out the low interest loan, and providing completed record drawings showing as-built conditions. Per contract language in the FIP construction contract, the additional costs being proposed in the amendment would be recovered from the contractor via a deductive change order being brought forward in a separate agenda item.

The Authority recommends the EOC motion the authorization to approve amendment number 2 to the construction engineering contract with Black & Veatch, to increase the total contract amount \$58,663, bringing the total amount from \$1,030,943 to \$1,089,606.

**AMENDMENT NO. 2 TO AGREEMENT  
FOR  
ENGINEERING SERVICES**

This is Amendment No. 2 is effective as of \_\_\_\_\_, and modifies the Agreement for Engineering Services for the 2016 Facilities Improvement Project entered into on 10 March 2016 between Glenbard Wastewater Authority (Owner), and Black & Veatch Corporation (Engineer).

The parties agree to amend the Agreement as follows:

**Scope of Services**

Scope of Services Modifications related to Continued Contractor Delays

On October 19, 2017, Owner agreed to Change Order No. 003 with Boller Construction Company, Inc. (Contractor) to extend the schedule of the construction contract through November 19, 2019. A progress schedule provided in September of 2018 reflected completion dates past those accepted under Change Order 3 leading to our request in January of 2019 for Contractor to provide a recovery schedule. Contractor provided a schedule in July of 2019 that indicated July 25, 2020 as a final completion date. Owner and Engineer agreed to extend the Engineer's Scope of Services through July 31, 2020 with Amendment No.1 to Agreement for Engineering Services on October 22, 2019.

On March 26, 2020, Contractor submitted a progress schedule with a Substantial Completion date of July 24, 2020 and a Final Completion date of August 15, 2020. On April 30, 2020 Contractor submitted a progress schedule with a Substantial Completion date of September 8, 2020 and a Final Completion date of September 30, 2020. Recent progress schedules have shown further delays with the most recent progress schedule received on August 27, 2020 showing a "closeout" date of October 31, 2020. Engineer currently requires additional budget to execute Engineering Services through the revised "closeout" date.

Provide the following Construction Phase Services from August 2020 through January 2021

Engineer shall provide the following scope of services for the Project from August 1, 2020 through January 31, 2021.

Task A - Project Management and Control

Engineer shall provide management and administration of its scope of services for the project, including monitoring budget, monthly invoicing and progress reporting, and general administration. It is assumed the Project Management and Control efforts will extend through January 31, 2021.

**Total Task A Fee for Amendment No. 2: \$2,000.**

### Task B – Shop Drawing Review

Reviews of submittals are limited to an initial review and one resubmittal review for each piece of equipment/component/material. Costs for additional reviews shall be borne by Contractor, as required by the Contract Documents and deducted from the Contract Price by Change Order. Second resubmittals have been required since the time of Amendment No. 1, and have amounted to a cost of \$4,203. In addition, five additional submittals are expected from the Contractor as part of the continuing work.

**Total Task B Fee for Amendment No. 2: \$11,703.**

### Task C – Engineering Support Services

Consistent with extended duration of Contractor's work to complete the project, additional effort is required to continue administration and coordination of the Work.

1. Provide documentation and administer the processing of change orders, following Owner's check list procedure including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the Work. Said negotiation shall be subject to the approval of Owner.

This scope of services assumes the preparation of up to one (1) change orders in the remainder of the construction contract. Each change order level of effort includes preparation and review of Request for Proposals (RFP), Change Order Requests (COR), and/or Work Change Directives (WCD) that make up a formal change order.

2. Interpret construction Contract Documents when requested by Owner or Contractor. Request will be made in writing and response distributed by Owner.
3. Attend monthly construction Progress Meetings if requested by Owner. Contractor will preside at the progress meetings and minutes will be prepared and distributed by Contractor. This scope of services assumes one meeting per month through December 2020.
4. Hold monthly Coordination Meetings as required by the project. This scope of services assumes one coordination meeting per month through December 2020. Meetings will be held in the period between the construction progress meetings. Engineer shall prepare and distribute agendas and minutes for such meetings.

The scope of services assumes Contractor reached Substantial Complete by October 30, 2020, and Final Completion by December 31, 2020, and that Engineer's services will be complete by January 31, 2020.

**Total Task C Fee for Amendment No. 2: \$36,000.**

Task H – Field Support Services

Engineer will provide Field Support Services based on a level of effort of a total of eight (8) days (64 hours total) to support Owner in oversight of the remaining construction activities through Substantial Completion by October 30, 2020. The visits will be performed upon request by Owner.

**Total Task H Fee for Amendment No. 2: \$8,960.**

**Total Compensation**

It is agreed that the Engineer’s Billing Limit is increased by an amount of \$58,663, to a total amount not to exceed \$1,089,606, without further authorization, for services provided through January 31, 2021.

All other provisions of the original Agreement remain in place.  
Owner and Engineer have executed this Amendment as of the date first written above.

**GLENBARD WASTEWATER AUTHORITY BLACK & VEATCH CORPORATION**

**(OWNER)**

**(ENGINEER)**

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name David S. Koch, PE

Title \_\_\_\_\_

Title Associate Vice President

Date \_\_\_\_\_

Date 24 September 2020

## **SECTION 9.0**

# **BIOSOLIDS DEWATERING IMPROVEMENT PROJECT – NOTICE OF INTENT TO AWARD CONSTRUCTION CONTRACT**



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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Thomas Romza, P.E., Assistant Executive Director

**DATE:** November 19, 2020

**RE:** Biosolids Dewatering Improvements Notice of Intent to Award Request

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The 2021 Biosolids Dewatering Improvement project was projected by the design engineer, Trotter and Associates (Trotter), via the 98% completion Opinion of Probable Construction Costs (OPCC) to be \$1,890,932 with a 10% contingency, for a total of \$2,080,250.

The bids opened on October 27<sup>th</sup> resulted in 4 bids from responsible contractors. A low bid of \$2,085,000, which is 0.2% over Trotter's OPCC and \$13,000 less than the next lowest bid.

The full bid results were:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Opinion of Probable Cost</i>	\$ 2,080,025.00	-
<b>Independent Mechanical Industries, Inc.</b>	<b>\$ 2,085,000.00</b>	-
Joseph J. Henderson & Son, Inc.	\$ 2,098,000.00	0.60%
Manusos General Contracting, Inc.	\$ 2,214,000.00	6.20%
IHC Construction Companies, LLC.	\$ 2,290,000.00	9.80%

Independent Mechanical Industries, Inc. (IMI) of Elk Grove Village, Illinois was the apparent low bidder with a base bid amount of \$2,085,000.

The original budgeted amount in the capital plan for the project and items included in the scope was \$1,895,000, not including engineering fees. However, coupled with lower than budgeted engineering fees for both the design and proposed construction engineering phase, total budget amount for the project comes in only \$134,100 higher than what was budgeted for over the course of CY2020-CY2021. The reason for the slightly higher than budgeted cost is due to some additional improvements included while in design. The additional scope items consist of improvements to the storage and conveyance system for high strength waste, which would allow for better utilization of existing storage, better tracking of materials received, and several other improvements. These improvements would allow the possibility of more revenue, less overhead, and less risk of any future digester upsets. This work was not originally included in the scope when budgeted, however, due to economy of scale it was in the Authority's best interest to receive pricing on the work. Staff would rather not sacrifice a portion of the work that has been designed over the past year, but if directed, staff will find a way to value engineer a reduction of

the scope after award has been made. The additional work was bid as an alternate, and came in at \$120,000.

This project will be paid for using an already approved low interest IEPA State Revolving Fund Loan, and will be paid back over 20 years at an interest rate of 1.39% starting six months after final completion of the project. Therefore, the roughly 3% higher than budgeted amount has very little impact on the capital budget over the course of the loan repayment.

Once the Intent to Award has been signed and all loan requirements have been fulfilled a Letter of Award will be signed by the owner and contractor, and a notice to proceed will be issued. As part of the loan, the IEPA will calculate a 3% contingency, and therefore any change orders within 3% of the construction cost that arise during the project can be processed and paid through the IEPA without using any cash reserves or modifying the loan.

The TAC agrees with the Authority's recommendation to the EOC to motion to authorize the approval of the Notice of Intent to Award the 2020 Biosolids Dewatering Improvements Construction Contract to Independent Mechanical Industries, Inc. for \$2,085,000.00.

SECTION 00 51 00.11 - NOTICE OF INTENT TO AWARD

Date: November 12<sup>th</sup>, 2020

To: Independent Mechanical Industries, Inc.  
2671 United Lane  
Elk Grove Village, IL, 60007  
(773) 282-4500

Project: Glenbard Wastewater Authority – 2020 Biosolids Dewatering Improvements

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of

**Two million, eighty-five thousand, and zero dollars and zero cents (\$2,085,000.00).**

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this 12<sup>th</sup> day of **November, 2020**.

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Matt Streicher, P.E., BCEE  
Glenbard Wastewater Authority

END OF SECTION 00 51 00.11

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# **SECTION 10.0**

## **BIOSOLIDS DEWATERING IMPROVEMENT – ENGINEERING AMENDMENT #1 FOR CONSTRUCTION PHASE APPROVAL**

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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Thomas Romza, P.E., Assistant Executive Director

**DATE:** November 19, 2020

**RE: **Request for Approval****  
Construction Engineering Services pertaining to the Biosolids Dewatering Improvements Project



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In October 2019 Authority staff developed and sent out a request for qualifications and technical proposals to our six shortlisted professional consulting firms for Design Engineering Services pertaining to the Biosolids Dewatering Improvements Project. The due date for the proposals was November 8, 2019

While the Authority's digestion complex was recently rehabilitated (2008), the dewatering facilities are approaching, or in some instances exceeded, their anticipated service life. The existing sludge handling building was constructed as part of the 1977 original expansion and therefore, the structure has a significant amount of service life remaining. A new building was not considered as part of the analysis due to the high capital costs which are significantly more than utilizing the existing structure. Based on the outcome of the facility planning study, the Authority intends to move forward with replacing the equipment in kind with belt filter presses, with an evaluation to rehabilitate the existing belt filter presses.

This design included rehabilitation of the dewatering components within the existing building to leverage the remaining service life of the physical building. The Dewatering Building was originally constructed in 1977 and retrofitted in 1991 to upgrade the original belt filter presses. The proposed layout includes two new belt filter presses rated at 200-250 gallons per minute. The Authority also evaluated the installation of a thermal hydrolysis system to be installed in order to achieve a Class A sludge and generate additional biogas.

The Authority received five sets of qualifications and technical proposals in response to the RFP that was sent out, and selected Trotter & Associates Inc. (TAI) to perform the design work.

After completing a successful design and bid of the Biosolids Dewatering Improvements Project, an amendment to perform Construction Engineering Services was requested from TAI. Due to the more than satisfactory performance by TAI, and their familiarity with the project, the Authority is proposing to waive the RFP process, as allowed by the professional services' standard procedures, and utilize TAI for construction engineering services. After receiving a proposed amendment, the Authority negotiated the scope to allow for some savings since the

Authority has the capability to perform some in-house construction engineering services. The TAC agreed and also recommended this approach.

After negotiations, the amendment is proposing an additional \$104,400 (5% of construction cost) to perform part-time construction engineering services, down from the original \$135,900 for full-time services. However, the amendment also proposes to deduct \$202,600 from the original contract. The purpose of the deduction is to remove the design of a thermal hydrolysis system from the scope after it was determined there was not a reasonable return on investment by including that item. Therefore, the overall contract amount is actually being reduced \$98,200, lowering it from \$472,300 to \$374,100.

The Authority therefore recommends the EOC motion to authorize approving amendment number 1 with Trotter & Associates for the Biosolids Dewatering Improvements Construction Engineering Services, reducing the contract by \$98,200, bringing the authorized amount to \$374,100. The remaining funds on the contract is equal to the \$104,400 required for the construction engineering, and this amount will be taken out of the designated amount in CY2021 Approved Budget, Fund 40 Capital, which has a \$100,000 budget number currently.

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: 2020 Biosolids Dewatering Improvements

Project No. GWA-008

Addendum No. 1 (Part-Time Construction Engineering Services)

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

Provide customary civil engineering and related engineering services incidental thereto, generally described as follows:

**A. CONSTRUCTION PHASE**

1. Consult with the Authority and act as the Authority's representative during construction.
2. Provide field engineering services (resident project representative) during the duration of construction activities.
3. Field engineering services are anticipated to scale with the amount and type of work taking place onsite at any given time. As such, the estimated hours required including approximately 10 hours per week during the mobilization, demobilization and light construction phases (estimated 8 weeks), and 20 hours per week during heavy construction, startups and shutdowns, and similar work (estimated 8 weeks).
4. Assist the City in the selection of an independent testing laboratory to perform all necessary testing and inspections required during construction.
5. Conduct a Pre-Construction Conference prior to commencement of work.
6. As appropriate, establish baselines and benchmarks for locating the work, which in Engineer's judgment are necessary to enable Contractor to proceed.
7. Recommend to the Authority, if necessary, that Contractor's work be disapproved and rejected while it is in progress.
8. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work.
9. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. Review and approve or take other appropriate action in respect to Shop Drawings and Samples, and other data which Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the



CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



design concept of the completed Project as a functioning whole. There are anticipated to be approximately 65 shop drawings reviewed as part of the Dewatering project.

11. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.
12. Require such special inspections or tests of Contractor’s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
13. Schedule and conduct construction meetings during construction phase. Prepare agendas and minutes for each construction meeting.

**B. POST-CONSTRUCTION PHASE**

1. Receive and review maintenance and operating instructions, schedules, and guarantees.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
3. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Authority and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Authority, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Authority and Contractor. Provide a punchlist inspection at the time of Substantial Completion documenting all outstanding work at time of issuance.
4. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice (the “Notice of Acceptability of Work”).
5. Preparation of operation and maintenance manuals.
6. Prepare and furnish to the Authority Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
7. Complete IEPA Loan-related closeout documentation and coordination, including final IEPA on-site inspection.

**C. THERMAL HYDROLYSIS DESIGN PHASE**

1. Remove from the scope of the project the previously executed Thermal Hydrolysis Design Phase (\$202,600.00). The Evaluation Phase recommended that the Authority not pursue thermal hydrolysis, and as such the funds are unused.

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



CONTRACT SUMMARY

Original Contract Amount	\$472,300.00
Changes Prior to This Change	\$0.00
Additions This Addendum:	\$104,400.00
Deductions This Addendum:	(\$202,600.00)
Total Amount of This Change	(\$98,200.00)
Revised Contract Amount:	\$374,100.00

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

GLENBARD WASTEWATER AUTHORITY

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

TITLE

TITLE

**GWA 2020 Dewatering Improvements - Full Time Construction & Post-Construction**

**Construction Phase**  
 Hold on-site meetings during construction activity, prepare agendas and minutes for each meeting.  
 Provide construction administration and project management throughout the project duration.  
 Provide half-time field engineering services (resident engineer) during the duration of heavy construction activities (estimated 8 weeks)  
 Provide quarter-time field engineering services (resident engineer) during the mobilization/light construction (estimated 8 weeks)  
 Review and approve Shop Drawings for conformance with the Contract Documents and compatibility with the design concept (estimated 65 submittals)  
 Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work (estimated 15 RFI's)  
 Review and recommended Contractor's payment requests. Includes review of waivers, and prevailing and federal wage rate certified payroll (estimated 6 PR's)  
 Prepare and compile Illinois EPA SRF Loan Disbursement Requests following each payment request. Provide loan administration throughout construction.

**Post-Construction Phase**  
 Receive and review maintenance and operating instructions, schedules, warranties, and guarantees.  
 Receive bonds, certificates, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data. Review and provide to the Authority.  
 Perform punchlist inspections following Substantial Completion. Update and reissue punchlist periodically until final completion.  
 Prepare and furnish to the Authority Record Drawings showing appropriate record based on Project annotated record documents received from Contractor.  
 Preparation of operation and maintenance manuals and transmit these documents to the Authority.

Project Manager/ Senior Eng's	Project Engineer	Staff Engineer	CAD Tech	
10	20	32		
20	80			
		160		
		80		
8	40	160		
8	16	20		
	10	20		
	10	20		
	2	4		
	2	8		
2	8	12		
	4	8	24	
	2	8		
48	194	532	24	<b>798</b>
\$ 9,792.00	\$ 30,070.00	\$ 61,180.00	\$ 3,360.00	<b>\$ 104,400.00</b>

# **SECTION 11.0**

## **PROGRAMING LOGIC CONTROLLER (PLC) INSTALLATION AGREEMENT APPROVAL DISCUSSION**

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**MEMORANDUM**

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**TO:** Matt Streicher – Executive Director  
**FROM:** Rick Freeman – Electrical Superintendent  
**DATE:** November 19, 2020  
**RE:** PLC Replacement Project



Since the inception of the Supervisory Control and Data Acquisition System (SCADA) at the Authority in the late nineties, we have utilized Allen Bradley Programmable Logic Controllers (PLC's) to automate, control, and monitor the numerous process control aspects of the treatment facility. These PLC's are approximately 20 years old, are at end of life, and discontinued by the manufacturer. Procurement of replacement PLC components due to failure, has become increasingly difficult to obtain and are very costly if they can be had. Based on the above stated needs, we are proposing upgrading our PLC and Communications System at the Bemis Road Facility at this time.

With this mind, the Authority began dialogue internally and with Concentric Integration in August of 2019. Shortly thereafter, we requested Concentric provide a PLC Migration Assessment Budgetary Proposal with a breakdown of hardware costs versus installation/programming/documentation, with the idea of soliciting quotes from three vendors for the hardware and utilizing Concentric Integration, as a professional service, to perform the installation/programming/documentation aspect. This concept was brought forward to the Technical Advisory for guidance as to whether this was an acceptable methodology.

The Authority is recommending moving forward with this PLC Replacement Project with Concentric Integration due to their unique qualifications. They are the only firm the Authority is aware of that has the complete in-house capabilities to tackle the myriad of technical disciplines required for a project with this scope; IT, instrumentation, PLC, SCADA, Security, etc. They also are in progress/have completed similar installations for Downers Grove Sanitary District and NWJAWA, and others local to the Authority. In 2016, the Authority undertook a similar project to replace our Remote Sites PLC's and Leased-Line communication. Concentric Integration was selected to perform the replacement project, which they successfully accomplished.

A proposal in the amount of \$216,360 was received from Concentric Integration, to perform the hardware replacement, programming, and provide documentation/As-Builts etc. The Authority recommends the EOC motion to approve the authorization to enter into an agreement with Concentric as a professional service to install the PLCs for **\$216,360, contingent upon the approval of the CY21 Budget**. The CY21 Budget 40-580180 will be appropriately designated for such funds once approved.



## Project Proposal

July 9, 2020

Mr. Richard Freeman  
Electrical Superintendent  
Glenbard Wastewater Authority  
945 Bemis Road  
Glen Ellyn, IL 60137

Subject: WWTP PLC Migrations

Concentric Project Number: 191990.50

Dear Mr. Freeman:

Glenbard Wastewater Authority currently manages a wastewater treatment plant and various sanitary and storm collection systems across Lombard and Glen Ellyn. In 2015, Concentric Integration completed the migration of the communications and PLC infrastructure for **Glenbard's remote sites, migrating** End of Life Allen Bradley SLC-based PLCs to a modern active Allen Bradley CompactLogix Platform. In addition, Concentric implemented a cellular-based Ethernet network for communications. Shortly after, in 2016, Concentric Integration **migrated** Glenbard's CoGen end of life GE 90-30 PLC and SLC-based UV System (PLC-O) to the same CompactLogix Platform as the remote sites. Consistent and manufacturer-supported components across all systems made maintenance, performance, and reliability simpler and cheaper for the Authority.

Currently, the Plant operates on a large installation of a mixture of end of life and discontinued SLC-based PLC systems. Much like the remote sites in the past, procuring spare parts in the event of a failure for SLC-based systems are both expensive and hard to come by. Since the manufacturer no longer supports this product line, new parts are no longer being stocked at local distribution facilities. The Plant also relies on a deprecated Data Highway Plus communication protocol.

Concentric Integration is proposing the Authority upgrade their existing control hardware at all locations specified in the Scope of Work with new Allen Bradley CompactLogix hardware **that has an "Active" lifecycle status on the product line**, where spare parts can be readily ordered and procured, and that utilize the same programming and configuration software as the PLC investments in 2015 and 2016. Concentric also proposes the Authority continues to upgrade its existing Data Highway Plus infrastructure with a high bandwidth Ethernet network. Concentric proposes to continue the implementation of HPE Aruba switching at key locations to continue the migration of the fiber-ring to Ethernet protocol.





Concentric greatly appreciates the opportunity to propose a solution to improve the Authority's current Plant system.

## Scope of Services

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### *Equipment*

Concentric will provide any necessary connectors, relays, or miscellaneous panel items necessary to install the PLC and networking equipment as required by this proposal.

PLC and networking equipment will not be provided as part of this proposal.

### *Labor*

### *Project Management*

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate an onsite kickoff meeting or phone/video conference call with Microsoft Teams application.
3. Provide every other week project status updates via email and discuss status with the Customer's Project Manager.
4. Conduct an Installation and Startup Commencement meeting onsite or phone/video conference call with Microsoft Teams prior to equipment installation at the first site.
5. Conduct every other week project status phone and phone/video conference calls during installation and startup.
6. Manage a punchlist upon the completion of the last task of the project.
  - a. The Customer will be responsible for providing punchlist items to Concentric's project manager.
  - b. Punchlist will be agreed upon between Concentric's and the Customer's project manager one week after the last task of the project is complete.

### *PLC Modernizations: Programming, Installation, and Startup*

1. Replace the following existing PLCs with new PLCs provided by the Customer:
  - a. PLC-O1 (Standalone UV, Non-Potable Water, Ammonia Analyzer)
  - b. PLC-L1 (Standalone Filter Building and Excess Flow)
  - c. PLC-B2 (Headworks/Bar Screens)





- d. PLC-B3 (Rag Washer)
    - i. To be replaced by GWA w/new Screenings Washer. Connect under scope.
  - e. PLC-SRI (Onsite Lift Station)
  - f. PLC-T (CRAS)
  - g. PLC-C (Grit Building)
  - h. PLC-C1 (Packaged Grit Equipment)
  - i. PLC-E1 (Packaged Scum Processing Equipment)
  - j. PLC-E (Primary Pump Building)
  - k. PLC-J (Secondary Treatment, Pump and metering, Primary Clarifier)
  - l. PLC-U (Digester control)
2. Perform the following services required for PLC replacement: all PLC programming, physical installation, startup, and testing of each of the new PLC system indicated above.
  3. Confirm successful program migration through testing of status and control signals and document results using a Field Device Report checkout form.
  4. It is understood that certain PLCs communicate to others in order to ensure Plant operation. Concentric Project Manager will work with the Customer's **Project Manager** to identify dependencies of each PLC. The Customer's Project Manager will coordinate Operations staff to adjust Plant conditions and equipment states to accommodate necessary PLC transitions.

#### Finalize Design

1. Provide for construction control panel wiring diagrams for all sites being modified, depicting the details of PLC, networking, and power supply installations.
2. Customer will be required to provide existing as-built wiring diagrams for use in development of construction wiring diagrams.

#### Fiber Ring Networking

1. Use the existing fiber-optic ring to provide Ethernet communications throughout the Plant for the PLCs. The following PLC panels will include provisions for installation and configuration of Customer-provided HP Aruba network switches and accessories:
  - a. PLC-B3 - Connect PLC-B2 which will also utilize this switch
  - b. PLC-SRI - UPS receptacle to be used for power
  - c. PLC-C - PLC-C1 will also utilize this switch





- d. PLC-E – PLC-E1 will also utilize this switch
  - e. PLC-J
2. Update network diagram to show the modifications proposed.

#### Modifications to HMI Application

1. Add the necessary device connections to the existing IGS driver on both iFix servers to connect to the new PLCs installed.
2. Migrate the Process Database tags in the iFix HMI system to the new PLC systems tags to maintain visualization and trending.
3. The PLC system modifications will not change the function of the Plant. Therefore, HMI graphics modifications are not included in this proposal.

#### Documentation

1. Provide via USB flash drive or via electronic file-share using Microsoft OneDrive or similar, electronic copies of the following:
  - a. Updated network diagram, detailing the modifications of the SCADA network as part of this proposed project
  - b. Signed Field Device Test Reports
  - c. As-Built wiring diagrams, detailing the completed installations at each site
  - d. Managed switch configuration files
  - e. PLC programs

## Concentric Assumptions / Customer Responsibilities

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1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
4. Customer will dispose of/recycle any removed equipment.





5. Customer understands that software/materials purchased outside Concentric may require regular support, and it will coordinate directly with the manufacturer to identify support costs for future budgeting purposes.
6. Customer understands that Concentric will need to be present onsite for various activities within this contract. Currently, laws require individuals to abide by social distancing directives from the CDC and local government. Concentric will comply with all local ordinances as required and maintain social distancing during work onsite while laws as such are in place.
7. Customer is required to provide all PLC and networking hardware.

## Project Schedule

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Our estimated project schedule will be agreed upon at the project kickoff meeting.

## Warranty

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The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply
- DOES NOT apply

## Fee

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Our fee for the above scope is a lump sum of \$216,360.

This proposal is valid for 90 days from the date issued.

## Standard Terms and Conditions References

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Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply





Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

## Standard Terms and Conditions

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Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





## Acceptance

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If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE  
President  
MDK

CUSTOMER:  
GLENBARD WASTEWATER AUTHORITY

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

I:\CRYSTAL LAKE\GLEWA\191990-WWTP PLC MIGRATIONS\10-INITIATION\191990.50 LETTER PROPOSAL.DOCX



# **SECTION 12.0**

## **DISCUSSION**

## **SECTION 12.1**

# **CAPITAL IMPROVEMENT PROJECTS – UPDATES**



# Capital Improvements Projects Update

- FIP
- Medium Voltage Electrical Grid
- Biosolids Dewatering Rehab/Improvements

## FIP Project Update

- Preliminary Project Punchlist Created
- New Raw Pump Building:
  - Low-flow pumps are running.
  - High-flow pumps are running.
- UV Drain line repaired. Abandonment of old drain line continues.
- Updated Schedule...soon?
  - No timeline with the deductive change order.
- Deductive change order
  - Work Change Directives nullified with deductive change order.
  - Dewatering costs nullified with deductive change order.
  - Additional engineering fees deducted from Boller's contract.
  - Legal fees deducted from Boller's contract.





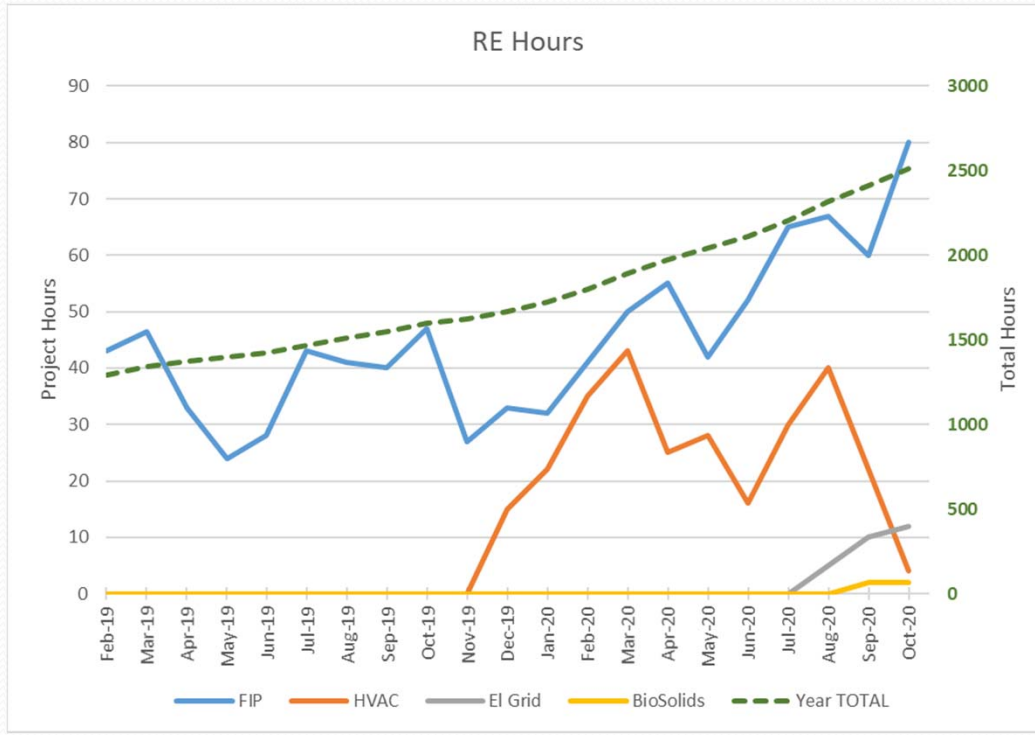
## Med Voltage Electric Grid Project Update

- Pre-construction has gone well
  - Contractor seems responsible and responsive
- Digging starting 11/16/2020



## Biosolids Improvement Project Update

- Design complete
- On the intended funding list for SRF loan.
  - Application has been submitted.
- Independent Mechanical Industries was low bid.
  - \$2,085,000



# **SECTION 13.0**

# **OTHER BUSINESS**

## **SECTION 13.1**

# **TECHNICAL ADVISORY COMMITTEE UPDATES**

**OCOTBER 15, 2020**



# Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

GWA Technical Advisory Committee (TAC) Meeting Agenda  
October 15, 2020 2:00pm  
Present: Mr. Goldsmith, Mr. Hansen, Mr. Romza, Mr. Streicher

## 1. FIP Update

*GWA is not happy with Boller as they have not reached substantial completion. Matt is going to talk with Steve Dalbec again on Monday 10/15/2020, and express our frustrations. In addition Matt will be going through the deductive change order with him. There is some legal language that Steve wants to discuss, likely the language making sure that this is a deductive change order and not liquidated damages. Matt is also going to try and get an additional money for warranty items that GWA knows will not be completed, such as landscaping work, as GWA does not want to see Boller out here again for a long time. GWA would need our attorneys opinion on voiding any manufacturer warranty in pursuing this. Julius was curious if there is anything we can do to get Boller to actually try and finish this project? Tom informed that we will begin withholding the \$1.4 million that the currently remains on the contract. Matt also indicated that GWA will not bring the deductive change order to the EOC until substantial completion is attained. The longer this drags out the less receptive the EOC will be to accepting this deal.*

### a. Deductive Change Order Discussion

#### i. Warranty Items

*See above*

### b. B&V Amendment #2

*Matt asked if we should bring forward the amendment and the deductive change order to the EOC at the same time? Carl thinks it would benefit to bring the amendment forward first so that there are invoices to show Boller if they decide to argue the deductive change order.*

### c. In-House Work (Roof/Floor drains)

*GWA didn't realize that the floor drains were not in the design for replacement. Management thinks it would be beneficial to do this in house instead of trying to get an amendment to the current contract, as we do not want Boller around any longer than needed. Management decided we can probably handle this in-house, but might require some overtime. Overall, it will still cost less to perform in-house, and no more scope should be added to the FIP*

## 2. Biosolids Dewatering Improvements Update

### a. Bid Opening 10/27

*Plan holders are able to be viewed on Trotter & Associates website, Boller is not one of them.*

### b. Construction Engineering Services Proposal (budgeted CY2021)

*After more than satisfactory performance by Trotter & Associates during the design and bidding phase, GWA plans to bring the amendment for Trotter to be the construction engineer to the next EOC meeting. We began a few negotiations with Trotter to bring the amendment down from \$130k to \$98k. The thermohydraulisys aspect of construction was removed from the scope at about \$200k so an amendment of \$98k is still a deductive change order to their existing contract. The construction engineer services will be part time with the ability to have Tom perform many day to day tasks. TAC concurs.*

## 3. PLC Installation

### a. Budgeted CY2021

*Discussed at previous TAC meeting and EOC approved the purchases of the new PLCs. Rick received competitive prices for the purchase of the PLC's, however, as previously discussed the*

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*installation of the PLC's is quite specialized and a unique service. We will be recommending the EOC to approve the sole sourcing Concentric for the installation work due to their experience. Since this work is budgeted in CY2021 but approval would be better given sooner than later, GWA plans to request approval for this during the EOC meeting immediately prior to the full board meeting, and request approval pending the approval of the CY21 budget. Carl just recommended that GWA makes sure Concentric will hold their price until after the new year. Matt stated he had confirmed that they will.*

#### 4. Other Business

##### a. NPDES Permit Update

##### i. CSO Permit in Public Review Period

*No opposition is expected. Public comment will end Nov 7<sup>th</sup>, but the new permit will not be issued until after the main facility draft permit is issued. This may be awhile since DRSCW is in negotiations on behalf of the Authority.*

##### b. Natural Gas Contract

*Locked in at \$2.81 per decatherm, thanks to some market analytics by Tom. GWA feels like we got a decent price and we will be locked in for full usage, not like the current contract of 85% locked in, 15% Nymex price. Due to GWA not using any gas during the summer months, the 85/15 split was not always favorable because gas costs on the NYMEX were higher during the winter months when it's used heavily.*

##### c. Electrical Grid Design Update

*So far things have been going good with this contractor. They seem to be very organized and plan to start digging this week. The contractor has even done a bit of value engineering to help us reduce the cost. These savings will come through on a future change order.*

##### d. Waste Disposal Services

*GWA still working with Groot to lock in a 5-year contract.*

##### e. Part – Time Operator

*GWA has continued pursuing Glen Ellyn to give us the go-ahead to advertise for a part-time operator despite the hiring freeze. The part-time operator position does not increase GWA budget, but would actually provide some cost savings. Julius said that the delay could be the fact that GE does not have an Assistant Village manager, who is starting at the end of the month.*

##### f. CHP Engines

*No Comment – Matt completely blanked out and couldn't remember why he added this to the agenda*

##### g. USP – next year

*GWA plans to hold off purchasing more chemical until the spring. We have included it in our budget and should not have to pay any mobilization fees next year.*

#### 5. Old Business

##### a. Manhole/Sewer Inspection Reports

*Can be removed from the TAC agenda moving forward*

##### b. Hydraulic Modeling

*RJN was given notice to proceed with the modeling. Information from both Villages may be needed during the data collection phase, but once the model is complete, both Village's will have the ability to build off GWA's model.*

##### c. Exhibits and language for Village/GWA Connection points at

##### i. VGE – Chidester vs St. Charles Rd. Lift Station

##### ii. VOL – L22 vs Junction Chamber

##### iii. CSO Regulators and lines between the regulators to the facility

##### iv. Any others that can be added

*Matt has continued to slowly put together exhibits. He asked for any input on what kind of "terms" should be added to any written language, and how that language should be approved. Carl stated that it should simply be a memorandum of understanding between the two Villages, that would not need EOC approval, but instead just the PW Directors agreement. This way it's a documented procedure that could be referred to in the future. Carl said he would look back in his notes to see if he could specifically find any of the terms that he had mentioned in a previous TAC meeting.*



## **SECTION 13.2**

# **PENDING AGENDA ITEMS**



## Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
 Telephone: 630-790-1901 – Fax: 630-858-8119

### *2020 Pending EOC Agenda Items*

<b>Projects</b>	<b>Budget</b>	<b>Date</b>	<b>Status</b>
<b>Capital Improvement Projects</b>			
Electrical Service Distribution System Construction/Engineering	\$2,750,000	March	APPROVED
Biosolids Dewatering Improvements Design	\$330,000	December 2019	APPROVED
Roof Rehabilitation	\$362,000	July	APPROVED
Grit Pump & Screenings Washer/Conveyor Replacement	\$310,000	June/July	APPROVED
RAS Pump Station Rehabilitation	\$180,000	November/December	DEFERRED
<b>Infrastructure Improvement</b>			
Hydraulic Modeling Study	\$60,000	October	APPROVED
HSW Improvements Modifications	\$25,000	November	To be included with Biosolids
<b>Equipment Rehabilitation</b>			
Annual Collection System Rehabilitation	\$200,000	July	DEFERRED
CHP Siloxane and Hydrogen Sulfide Media Replacement	\$50,000	June	APPROVED
Annual Lift Station Rehabilitation	\$50,000	August	DEFERRED
<b>Rolling Stock</b>			
Electronic Technician Vehicle	\$39,000	March	APPROVED
<b>Administrative</b>			
Forest Preserve Easement License Costs for NRI	\$150,000	N/A	NO LONGER VALID

## **SECTION 13.3**

# **2021 EOC COMMITTEE MEETING SCHEDULE**



## **Glenbard Wastewater Authority**

945 Bemis Road Glen Ellyn, Illinois 60137  
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### **EXECUTIVE OVERSIGHT COMMITTEE 2021 MEETING SCHEDULE**

January 14, 2021

February 11, 2021

March 11, 2021

April 8, 2021

May 13, 2021

June 10, 2021

July 8, 2021

August 12, 2021

September 9, 2021

October 14, 2021

November 11, 2021

Annual GWA Full Board Meeting  
TBD

December 9, 2021

**SECTION 14.0**

**NEXT EOC MEETING**

**THURSDAY**

**JANUARY 14, 2021**

**AT 8:00 A.M.**

**VIA ZOOM**