

DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE AUGUST 2015 REGULAR MEETING OF THE ENGINEERING COMMITTEE OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 5:30 P.M., ON THURSDAY, AUGUST 20, 2015, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126.

AGENDA ENGINEERING & CONSTRUCTION COMMITTEE THURSDAY, AUGUST 20, 2015 5:30 P.M. COMMITTEE MEMBERS

D. Loftus, Chair R. Furstenau F. Saverino M. Scheck J. Zay

600 EAST BUTTERFIELD ROAD ELMHURST, IL 60126

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

RECOMMENDED MOTION: To approve the Minutes of the June 18, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. R-21-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 – WAO 6.020 (Divane Bros. Electric Co. – Estimated Cost of \$16,500.00)
- V. R-22-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 – WAO No. 10 (John Neri Construction Co., Inc. – Estimated Cost of \$93,100.00)
- VI. **R-23-15:** A Resolution Awarding a Contract to Furnish and Deliver Steel Pipe (Trinity Steel and Pipe Inc. \$23,800.00)
- VII. R-24-15: A Resolution Awarding a Contract for Vacuum Excavation Services (Airy's Inc. \$154,945.00)
- VIII. **RFBA:** Authorization for the Purchase of a Hydrovac Tow-Behind Trailer (L.F. George, Inc. \$39,412.00)
- IX. Old Business

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

X. Other

XI. Adjournment

Agendas\Engineering\2015\Eng1508.docx



MINUTES OF A MEETING OF THE ENGINEERING & CONSTRUCTION COMMITTEE OF THE DUPAGE WATER COMMISSION HELD ON THURSDAY, JUNE 18, 2015 600 EAST BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order at 6:20 P.M.

Committee members in attendance: D. Loftus, R. Furstenau, F. Saverino, M. Scheck and J.

Zay

Committee members absent: None

Also in attendance: C. Bostick, E. Kazmierczak, M. Weed, and J. Schori.

Commissioner Furstenau moved to approve the Minutes of the May 21, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck and passed as follows:

Ayes: D. Loftus, R. Furstenau, F. Saverino and M. Scheck

Nays: None

Absent: None

Facilities Construction Supervisor Bostick provided an oral report of the Status of Operations report:

Regarding Water Conservation, Facilities Construction Supervisor Bostick advised the Committee that the Commission's website host has completed the consolidation and transference of the Preserving Every Drop website into the Commission's main website dpwc@dpwc.org.

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15), Facilities Construction Supervisor Bostick advised the Committee the Contractor has completed the sandblasting and prime coat of the interior of Tank #2 and is preparing to move to the exterior for sandblasting and priming. Facilities Construction Supervisor Bostick also advised that Change Order No. 1 appears on the agenda as R-18-15 which reduces the net contract price and ratifies the Board's consensus regarding the changes in tank logo painting.

Facilities Construction Supervisor Bostick advised the Committee the Contractor for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation has been transmitting shop drawings and is on schedule.

Facilities Construction Supervisor Bostick advised the Committee that QRE-6/12 Work Authorization Order No. 019 for conduit repairs at Meter Station 7B/8F is complete and in

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follow-up to Instrumentation/Remote Facilities Supervisor Schori's announcement at last month's Committee meeting, additional work was found to be necessary and the changes appear on the agenda as a Request for Board Action as a Change Order to QRE-6.019 in an additional estimated cost of approximately \$6,000.00.

Instrumentation/Remote Facilities Supervisor Schori advised the Committee that Contract QR-10/13 Work Authorization Order No. 007 to remove a malfunctioning 10" value in the meter test piping is complete.

Regarding the Infor EAM Mobile application, Facilities Construction Supervisor Bostick advised the Committee that Staff continues setting up the software to enable utilization of a wider range of its capabilities.

Regarding Transmission Main leak repairs, Facilities Construction Supervisor Bostick advised the Committee restoration work is complete at both the recent pipe failures in Lombard and Lisle. Facilities Construction Supervisor Bostick also advised that the Contractors are working with staff on billing.

Commissioner Furstenau inquired as to the feasibility of utilizing leak detection technology utilized in Lombard on the rest of the Commission's distribution system. Chairman Loftus advised that the Commissioner has the Condition Assessment report which is the first phase in which provides a high level program overview and subsequent phases will narrow the scope including physical assessments of the pipelines with eventual routine maintenance routines and capital improvements.

Chairman Zay and General Manager Spatz entered the meeting at 7:30 P.M.

Commissioner Furstenau inquired as to costs to perform leak detection, similar to the Lombard leak detection, on all 60" diameter pipe. General Manager Spatz advised that cost is approximately \$18,000.00 per day plus the initial mobilization charges. General Manager Spatz also advised that based on 200 miles of pipe, at an approximate capability of performing 2,000 feet per day, it was approximated at \$9.5 million dollars. General Manager Spatz also advised that the process used in Lombard does not give an assessment of the pipe itself and other, more costly, methods would need to be employed to give the Commission information on which pipes are nearing failure. Chairman Furstenau reiterated his question as to the 60" main only because of the amount of damage that could be caused. Staff did not have information on hand as to total distance of 60" mains in the Commission's system and Chairman Loftus directed Commissioner Furstenau to the report. General Manager Spatz advised that whether there's a break on a 60" or a 36" main, there's not much difference in potential damages caused. Commissioner Scheck directed Commissioner Furstenau to several page numbers in the report where his questions should be answered. Chairman Loftus and Commissioner Scheck both commended AECOM on the thoroughness of the Condition Assessment and the report.

Regarding O-5-15, Facilities Construction Supervisor Bostick advised the Committee the ordinance is the routine annual adoption of the Prevailing Wage Ordinance as required by the State of Illinois and is included in the Commission's construction contracts.

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Regarding R-17-15, Facilities Construction Supervisor Bostick advised that this Quick Response Contract QR-10/13 Work Authorization Order No. 009 is to repair a valve blow-off valve box and structure, including pavement in Wheaton at an estimated cost of \$11,850.00.

Regarding R-18-15, Facilities Construction Supervisor Bostick advised that this is Change Order No. 1 for Contract SS-6; Coating Systems and Fall Protection Systems Rehabilitation for Tanks No. 2 and No. 4 West. The net reduction in contract price, as explained by General Manager Spatz, was due to the Contractor not receiving Addendum #1 which allowed the Contractor to perform work at both sites simultaneously and the Contractor was able to reduce his costs as if they'd known it was an option. General Manager Spatz also advised that the tank logo changes were included in the Change Order. General Manager Spatz also advised the Board that he had sent a letter to the Contractor requesting a work acceleration as approximately one-hundred days had elapsed on a one-hundred fifty day schedule, where Staff has not received a modified work schedule from the Contractor.

Chairman Loftus inquired with the Committee if there were any questions regarding the Status of Operations report or action items. Hearing none, <u>Commissioner Saverino moved to</u> recommend approval of items 2 through 6 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Furstenau and passed unanimously as follows:

Ayes: D. Loftus, R. Furstenau, F. Saverino and M. Scheck

Nays: None

Absent: None

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

General Manager Spatz advised the Committee that an automobile accident occurred in Downers Grove where a Cathodic Protection Rectifier was severely damaged. General Manager Spatz advised that the rectifier is being repaired by a QRE contractor and the repair costs are being turned over into the automobile owner's insurance.

Hearing none, <u>Commissioner Saverino moved to adjourn the meeting at 6:45 P.M. Motion</u> seconded by Commissioner Scheck and passed unanimously as follows:

Ayes: D. Loftus, R. Furstenau, F. Saverino and M. Scheck

Nays: None

Absent: None

SP2013/MINUTES/ENGINEERING/2015/ENG150618.doc



DuPage Water Commission MEMORANDUM

TO: John Spatz General Manager FROM: Terry McGhee

Manager of Water Operations

Ed Kazmierczak Chris Bostick John Schori Frank Frelka Mike Weed Pipeline Supervisor Facilities Construction Supervisor Instrumentation Supervisor GIS Coordinator Operations Supervisor

- DATE: July 9, 2015
- SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of June were a total of 2.190 billion gallons. This represents an average day demand of 73.0 million gallons per day (MGD), which is lower than the June 2014 average day demand of 79.7 MGD. The maximum day demand was 82.4 MGD on June 10, 2015, which is lower than the June 2014 maximum day demand of 92.0 MGD. The minimum day flow was 67.7 MGD.

The Commission's recorded total precipitation for the month of June was 7.12 inches compared to 7.81 inches for June 2014. The level of Lake Michigan for June 2015 is 579.68 (Feet IGLD 1985) compared to 578.66 (Feet IGLD 1985) for June of 2014.

Water Conservation

On June 22, SCARCE brought DuPage Teachers to visit the Pumping Station for a presentation and tour. A memo regarding this visit has been added to the conservation section on dpwc.org.

Ongoing: Staff is working with SCARCE to earn their Earth Flag. The process consists of a green audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway, etc.), and finally presenting the Earth Flag to the Board Members. Staff has completed the green audit and is working with SCARCE to set up a date for staff training.

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Facilities Construction Overview

Storage System Improvements

The Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15) is ongoing. The Contractor has submitted an updated schedule which includes a time extension request due to extraordinary weather delays. The Engineer and staff are reviewing the time extension request. As of July 9th, the Contractor is working at both tank sites No. 2 and No. 4 West concurrently.

The Contractor for the Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation project continues submitting shop drawings for review. Staff has requested the Contractor to delay the reservoir hatch/vent work until September. This will require a Change Order for a time extension to be determined at a later date.

Instrumentation / Remote Facilities Overview

Contract QRE-6/12

As the Committee was advised at the June meeting, work to repair/replace a damaged cathodic protection rectifier site in Downers Grove began prior to Board approval, under Work Authorization Order QRE-6.020 at an estimated cost of \$16,500.00. The equipment had been badly damaged by a vehicle and all costs will be submitted to the vehicle owner's insurance carrier.

Meter Shop

Staff is preparing for the Customer meter calibration program slated to commence in early August.

Infor EAM

Staff experimented in the Infor EAM training environment by upgrading from version 11.0 to 11.1. The effort went well with only a minor glitch installing the Advanced Reporting application. The lessons learned will soon be applied in upgrading the production environment. Previous upgrades required consultant assistance because of the perceived complexity of installing Internet architected software on two different servers with a SQL Server database on the back end. However, experience with the Infor system and knowledge gained in two previous upgrades have enabled staff to successfully attempt the upgrade in a safe training environment. It's anticipated the production upgrade will be successful as well.

Pipeline Maintenance and Construction Overview

Pipeline Maintenance

Requests For Proposals for Vacuum Excavation Services as well as the Furnishing and Delivery of Steel Pipe were advertised on June 29th. Proposals are due on July 27th.

Staff is continuing with cathodic protection test station installations at various locations within DuPage County rights-of-way.

Attachments

- 1. DuPage Laboratory Bench Sheets for June, 2015
- 2. Water Sales Analysis 01-June-2009 to 30-June-2015

http://sp2013/Status%20of%20Operations/2015/150709.docx

EPA0615

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET MONTHLY REPORT FOR JUNE 2015

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO₄	FREE CL ₂	TURBIDITY	TEMP	pН	Fluoride	PO₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F	P 7 1				
1		0.09	0.58	0.98	0.10	57	7.6	1.1	mg/i	LBS/MG	INT
2		0.08	0.56	1.01	0.09	57	7.6	1.1	0.59	0	
3		0.08	0.58	1.00	0.08	58	7.6	1.1	0.53	0	
4		0.09	0.55	0.97	0.08	57	7.6		0.52	0	AM
5		0.08	0.53	0.98	0.09	57	7.6		0.51	0	AM
6		0.08	0.54	0.98	0.09	57	7.6	1.0	0.51	0	AM
7		0.09	0.58	0.96	0.09	58	7.7	1.0		0	KD
8	0.97	0.08	0.55	0.97	0.08	59	7.6	1.0	0.55	0	KD
9	0.98	0.09	0.58	0.96	0.09	58	7.6	0.9	0.54	0	KD
10	0.99	0.08	0.59	0.94	0.09	59	7.7	1.0	0.57	0	AM
11	1.03	0.09	0.57	0.99	0.10	59	7.6	0.9	0.57	0	KD
12	1.02	0.09	0.59	1.00	0.09	59	7.6	0.9	0.54	0	KD
13	0.95	0.09	0.57	0.98	0.08	59	7.6		0.54	0	KD
14	0.95	0.09	0.54	0.96	0.08	58	7.6	0.9	0.58	0	KD
15	0.98	0.09	0.55	0.97	0.09	60	7.6	1.0	0.53	0	RC
16	0.97	0.09	0.58	0.98	0.08	62	7.6	1.1	0.57	0	RC
17	0.96	0.09	0.55	0.96	0.08	62	7.7	1.1	0.51	0	RC
18	0.98	0.09	0.56	0.96	0.07	62	7.6	1.1	0.52	0	KD
19	0.99	0.09	0.56	0.97	0.08	61	7.6	1.0	0.58	0	KD
20	0.98	0.09	0.57	0.97	0.09	60	7.7	1.0	0.56	0	RC
21	1.00	0.09	0.54	0.95	0.09	62	7.7	1.0	0.58	0	RC
22	0.95	0.09	0.54	0.96	0.08	62	7.7	1.0	0.58	0	RC
23	0.97	0.08	0.57	0.99	0.09	65	7.6	0.9	0.55	0	RC
24	1.07	0.09	0.59	0.98	0.07	65	7.6	1.0	0.57	0	RC
25	0.98	0.10	0.55	0.98	0.10	66	7.6	0.9	0.53	0	RC
26	0.98	0.08	0.56	0.96	0.09	65	7.6	0.9	0.53	0	RC
27	0.99	0.09	0.58	0.97	0.07	<u> </u>	7.6	0.9	0.54	0	RC
28	0.95	0.09	0.58	0.95	0.08	66	7.7	1.1	0.53	0	RC
29	0.97	0.09	0.59	0.98	0.10	66	7.6	1.1	0.55	0	RC
30	0.99	0.10	0.54	0.96	0.09	67		1.0	0.54	0	RC
31						0/	7.6	1.1	0.54	0	RC
AVG	0.99	0.09	0.56	0.97	0.09	61					
MAX	1.11	0.10	0.59	1.01	0.09	61	7.6	1.0	0.55	0	
MIN	0.95	0.08	0.53	0.94	0.10	67 57	7.7	1.1	0.59	0	
		2.00	0.00	0.34	0.07	57	7.6	0.9	0.51	0	

Secure Mucha

Terrance McGhee Manager of Water Operations

DU PAGE WATER COMMISSION WATER SALES ANALYSIS	01-May-92	то	30-Jun-15
	PER DAY AV	ERAGE	80,196,936

	SALES TO CUSTOMERS	PURCHASES FROM CHICAGO	GALLONS	BILLINGS	BILLINGS	DOCUMENTED COMMISSION	DOCUMENTED COMMISSION WATER USE	TOTAL ACCOUNTED FOR	DWC OPER. & MAINT.	сндо
MONTH	(GALLONS)	(GALLONS)	%	CUSTOMERS	CHICAGO	WATER USE (2)	%	%	RATE (3)	RATE
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678,96	809,119	0.03%	97.30%	\$3.32	\$2.88
Jun-13	2,321,503,000	2,390,040,458	97.13%			649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316,24	1,059,086	0.04%	97.20%	\$3.32	\$2.88
Aug-13	3,007,723,000	3,089,289,160	97.36%		\$8,903,331,36	1,323,465	0.04%	97.40%	\$3.32	\$2.88
Sep-13	2,537,241,000	2,606,351,145	97.35%			1,371,480	0.05%	97.40%	\$3.32	\$2.88
Oct-13	2,190,814,000	2,245,112,672	97.58%		\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.88
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%	97.58%	\$3.32	\$2.88
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%	97.61%	\$3.32	\$2.88
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.31
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079.20	2,069,443	0.10%	97.76%	\$3.97	\$3.31
Mar-14	2,170,575,000	2,234,019,300	97.16%	\$8,617,182.75	\$7,408,008.00	1,202,320	0.05%	97.21%	\$3.97	\$3.31
Apr-14	2,024,459,000	2,086,348,613	97.03%	\$8,037,102.23	\$6,918,332.00	5,230,699	0.25%	97.28%	\$3.97	\$3.31
May-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.31
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.31
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.31
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.31
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.31
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.31
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.31
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.31
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.81
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.81
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.81
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.81
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.81
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.81
TOTALS (1)	678,546,274,798	697,617,048,748	97.27%	\$1,127,621,998.88	\$1,050,841,329.92	671,021,312	0.10%	97.36%	\$1.66	\$1.506

(1) - SINCE MAY 1, 1992

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

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Jun-14	4,668,106,000	4,823,958,987	96.77%	18,532,381	15,996,248	\$3.97	\$3.316
Jun-15	4,412,174,000	4,549,504,716	96.98%	21,399,044	17,347,261	\$4.85	\$3.813
	(255,932,000)	(274,454,271)		\$2,866,663	\$1,351,013		
	-5.5%	-5.7%		15.5%	8.4%		
Month							
Jun-14	2,389,528,000	2,472,371,532	96.65%	9,486,426	8,198,384	\$3.97	\$3.316
Jun-15	2,196,780,000	2,266,453,659	96.93%	10,654,383	8,641,988	\$4.85	\$3.813
	(192,748,000)	(205,917,873)	\$	1,167,957	\$ 443,604		
	-8.1%	-8.3%		12.3%	5.4%		
June>May	(18,614,000)	(16,597,398)		(90,278)	(63,286)		



DuPage Water Commission MEMORANDUM

TO:	John Spatz General Manager
FROM:	Terry McGhee Manager of Water Operations

Ed Kazmierczak Pipeline Chris Bostick Facilitie John Schori Instrume Frank Frelka GIS Coo Mike Weed Operatio

Pipeline Supervisor Facilities Construction Supervisor Instrumentation Supervisor GIS Coordinator Operations Supervisor

- DATE: August 13, 2015
- SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of July were a total of 2.459 billion gallons. This represents an average day demand of 79.3 million gallons per day (MGD), which is lower than the July 2014 average day demand of 81.4 MGD. The maximum day demand was 100.9 MGD on July 30, 2015, which is higher than the July 2014 maximum day demand of 93.9 MGD. The minimum day flow was 69.4 MGD.

The Commission's recorded total precipitation for the month of July was 2.85 inches compared to 2.14 inches for July 2014. The level of Lake Michigan for July 2015 is 579.81 (Feet IGLD 1985) compared to 578.94 (Feet IGLD 1985) for July of 2014.

Water Conservation

Ongoing: Staff is working with SCARCE to earn their Earth Flag. The process consists of a green audit, staff training in recycling and conservation, an action that involves the Commission in the community (i.e. a book drive, cleaning a creek, adopting a highway, etc.), and finally presenting the Earth Flag to the Board Members. Staff has completed the green audit and is working with SCARCE to set up a date for staff training.

Operations Maintenance

The roofing removal and replacement on the Chlorine Building and the Administration/Pump Buildings are ongoing and progressing on schedule.

Facilities Construction Overview

Storage System Improvements

The Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15) is ongoing. The Contractor is about 90% complete at Tank Site #2 on Bloomingdale Road. Repairs, sand blasting and priming of the exterior of Tank Site 4 West on 75th Street is ongoing. The Engineer and Staff continue reviewing the Contractor's time extension request and are taking into consideration the progress made over the last few months. Based on current level of efforts and continued dry weather the projected completion is late September.

The Contractor for the Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation project continues submitting shop drawings for review. Staff has requested the Contractor to delay the reservoir hatch/vent work until September. This will require a Change Order for a time extension to be determined at a later date.

Instrumentation / Remote Facilities Overview

Contract QRE-6/12

R-21-15 appears on the agenda to ratify Work Authorization Order QRE-6.020 for repairs to a cathodic protection rectifier site damaged by a vehicle incident. Costs will be submitted to the vehicle owner's insurance carrier.

Meter Shop

Staff continues preparing for the annual Customer meter calibration program.

Infor EAM

Staff successfully upgraded to program version 11.1 in the production environment. By completing this upgrade in-house, the Commission should save significantly on consulting fees which were required with previous upgrades.

Pipeline Maintenance and Construction Overview

Pipeline Maintenance

Staff is continuing with cathodic protection test station installations at various locations within DuPage County rights-of-way.

Resolution R-22-15 appears on the agenda as a request to approve Contract QR-10/13 WAO #10 for pavement repairs and manhole frame lid and removal and replacement at 19 separate locations.

Resolution R-23-15 appears on the agenda requesting authorization to award a contract to Trinity Steel and Pipe to furnish and deliver steel pipe to the Commission. This action would replenish spare pipe previously taken out of stock and incorporated into two recent transmission and feeder main repairs in Lombard and Lisle.

Resolution R-24-15 appears on the agenda requesting authorization to award a contract for Vacuum Excavation Services to Airy's Inc. This work would be undertaken to visually confirm location and alignment of various Commission distribution system mains. Staff would coordinate the simultaneous placement of RF marker balls to enable future locating in areas which are historically difficult to locate by conventional means.

An RFBA appears on the agenda requesting approval of Purchase Requisition 20219 in the amount of \$39,412.00 to L.F. George Inc. for the purchase, through a governmental purchasing cooperative, of a trailer mounted Hydrovac machine.

AUGUST 2015 COMMISSION AGENDA ITEMS:

- **R-21-15:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 – WAO 6.020 (Divane Bros. Electric Co. – Estimated Cost of \$16,500.00).
- R-22-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 – WAO No. 10 (John Neri Construction Co., Inc. – Estimated Cost of \$93,100.00)
- **R-23-15:** A Resolution Awarding a Contract to Furnish and Deliver Steel Pipe (Trinity Steel and Pipe Inc. \$23,800.00)
- **R-24-15:** A Resolution Awarding a Contract for Vacuum Excavation Services (Airy's Inc. \$154,945.00)
- **RFBA:** Authorization for the Purchase of a Hydrovac Tow-Behind Trailer (L.F. George, Inc. \$39,412.00).

<u>Attachments</u>

- 1. DuPage Laboratory Bench Sheets for July, 2015
- 2. Water Sales Analysis 01-July-2009 to 31-July-2015
- 3. Chart showing Commission sales versus allocations
- 4. Chart showing Commission sales versus historical averages

http://sp2013/Status%20of%20Operations/2015/150813.docx

EPA0715

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET MONTHLY REPORT FOR JULY 2015

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO₄	FREE CL ₂	TURBIDITY	TEMP	pН	Fluoride	PO₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	0.93	0.10	0.57	0.99	0.09	67	7.7	1.0	0.54	0	СТ
2	0.91	0.10	0.54	0.96	0.09	67	7.7	1.0	0.53	0	СТ
3		0.10	0.56	0.97	0.09	67	7.7	1.0	0.58	0	СТ
4		0.11	0.54	0.96	0.09	67	7.7	1.1	0.54	0	RC
5		0.10	0.58	0.94	0.09	67	7.7	1.0	0.55	0	RC
6	0.94	0.10	0.57	0.99	0.09	68	7.7	1.0	0.58	0	СТ
7	0.97	0.10	0.58	0.99	0.09	68	7.7	1.1	0.53	0	СТ
8	0.95	0.10	0.59	0.98	0.09	67	7.7	1.1	0.51	0	RC
9	0.97	0.10	0.52	1.00	0.08	68	7.7	1.1	0.56	0	RC
10	0.95	0.11	0.55	1.00	0.09	68	7.7	1.0	0.54	0	CT
11	0.96	0.12	0.55	0.99	0.08	68	7.6	1.0	0.56	0	AM
12	0.92	0.11	0.58	0.98	0.08	68	7.6	1.0	0.57	Ö	AM
13	0.91	0.09	0.56	0.98	0.09	69	7.7	1.0	0.55	0	KD
14	0.92	0.10	0.57	0.99	0.08	69	7.7	1.0	0.57	Ō	KD
15	0.96	0.10	0.55	1.00	0.09	69	7.7	1.0	0.58	Ō	AM
16	0.97	0.10	0.54	1.00	0.09	69	7.6	1.0	0.55	0	AM
17	0.95	0.10	0.58	1.00	0.08	69	7.6	1.0	0.58	0	AM
18	0.96	0.09	0.59	1.00	0.08	69	7.7	1.0	0.58	0	KD
19	0.98	0.09	0.57	0.95	0.10	69	7.7	1.0	0.59	0	KD
20	0.94	0.09	0.57	1.00	0.09	69	7.7	1.1	0.58	0	AM
21	0.96	0.09	0.58	0.99	0.09	70	7.7	1.0	0.57	0	AM
22	0.95	0.09	0.57	0.98	0.09	70	7.6	1.0	0.58	0	KD
23	0.91	0.10	0.54	0.99	0.08	70	7.6	1.0	0.59	0	KD
24	0.89	0.10	0.58	0.97	0.09	70	7.6	1.1	0.57	0	KD
25	0.88	0.10	0.56	0.95	0.09	70	7.6	1.1	0.57	0	KD
26	0.91	0.10	0.54	0.98	0.09	70	7.6	1.1	0.57	0	RC
27	0.92	0.11	0.52	0.96	0.08	70	7.6	1.1	0.58	0	KD
28	0.91	0.10	0.55	0.97	0.09	70	7.6	1.1	0.59	0	KD
29	0.93	0.10	0.57	0.98	0.08	71	7.6	1.0	0.56	0	AM
30	0.94	0.10	0.58	1.00	0.09	71	7.7	1.0	0.57	0	AM
31	0.96	0.09	0.57	1.10	0.09	71	7.7	1.1	0.59	Ó	AM
AVG	0.94	0.10	0.56	0.99	0.09	69	7.7	1.0	0.56	0	·
MAX	0.98	0.12	0.59	1.10	0.10	71	7.7	1.1	0.59	0	
MIN	0.88	0.09	0.52	0.94	0.08	67	7.6	1.0	0.51	Ō	

<u>eeren Maske</u> McGhee

Terrance McGhee Manager of Water Operations

DU PAGE WATER COMMISSION WATER SALES ANALYSIS	01-May-92	то	31-Jul-15
	PER DAY AV	ERAGE	80,192,479

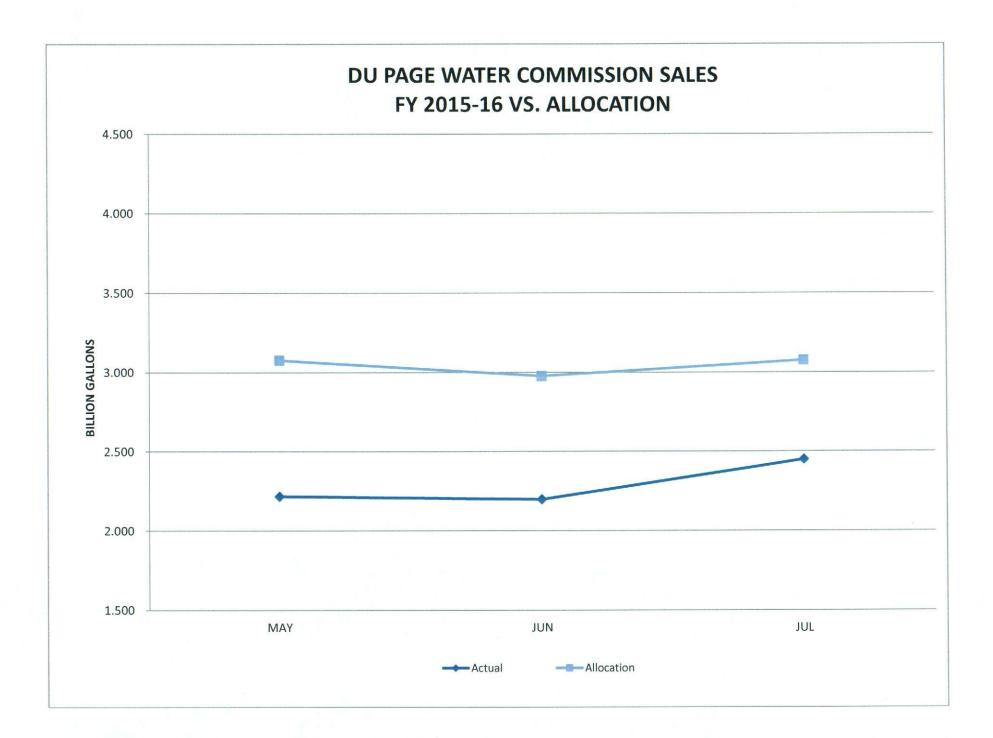
MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	/ GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %		DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809.119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%		\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%		\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36		1,323,465	0.04%		\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640,12	\$7,511,504.00	1,371,480	0.05%		\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414,72	763,519	0.03%		\$3.32	\$2.882
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%		\$3.32	\$2.882
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%		\$3.32	\$2.882
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.316
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079,20	2,069,443	0.10%	97.76%	\$3.97	\$3.316
Mar-14	2,170,575,000	2,234,019,300	97.16%	\$8,617,182.75	\$7,408,008.00	1,202,320	0.05%	97.21%	\$3.97	\$3.316
Apr-14	2,024,459,000	2,086,348,613	97.03%	\$8,037,102.23	\$6,918,332.00	5,230,699	0.25%	97.28%	\$3.97	\$3.316
May-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
TOTALS (1)	680,994,530,798	700,139,075,415	97.27%	\$1,139,496,040.48	\$1,060,457,817.60	677,475,931	0.10%	97.36%	\$1.67	\$1.515

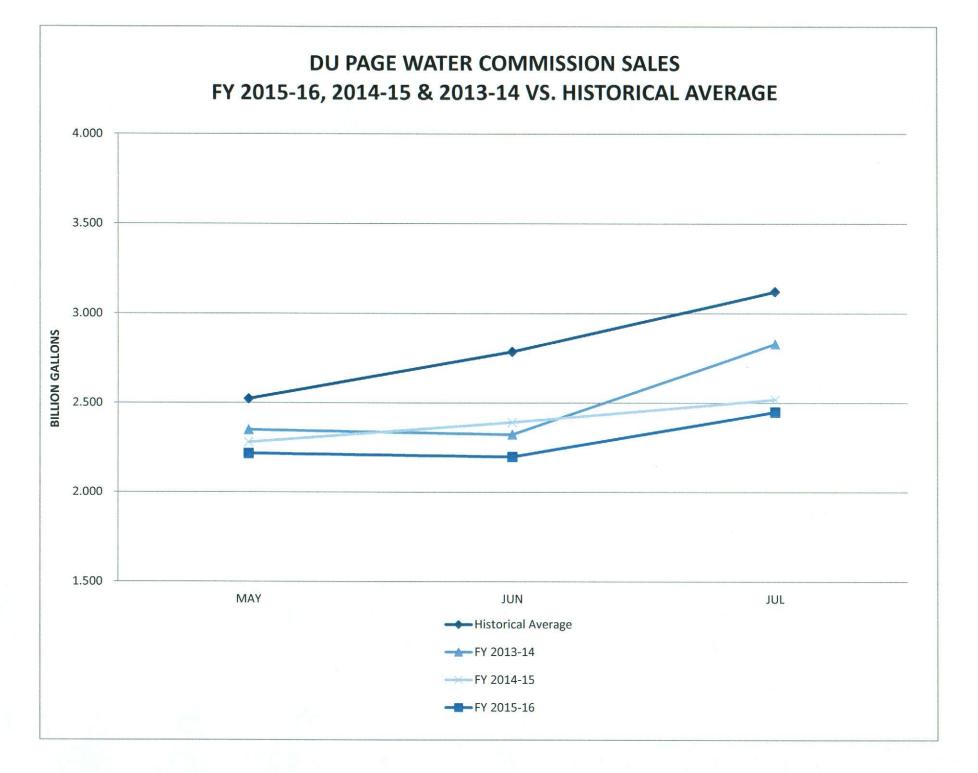
(1) - SINCE MAY 1, 1992 (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Jul-14	7,185,996,000	7,421,190,591	96.83%	28,528,404	24,608,668	\$3.97	\$3.31
Jul-15	6,860,430,000	7,071,531,383	97.01%	33,273,086	26,963,749	\$4.85	\$3.81
	(325,566,000)	(349,659,208)		\$4,744,681	\$2,355,081		
	-4.5%	-4.7%		16.6%	9.6%		
Month							
Jul-14	2,517,890,000	2,597,231,604	96.95%	9,996,023	8,612,420	\$3.97	\$3.31
Jul-15	2,448,256,000	2,522,026,667	97.07%	11,874,042	9,616,488	\$4.85	\$3.81
	(69,634,000)	(75,204,937)	\$	1,878,018	\$ 1,004,068		
	-2.8%	-2.9%		18.8%	11.7%		
July>June	251,476,000	255,573,008		1,219,659	974,500		





REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the August 20, 2015, DuPage Water Commission Meeting Resolution No. R-21-15	APPROVAL	Jul
Account Nu	mbers: 01-60-663300		
Bros. Electr needed thr would app Electrical C Work Auth Electric Co. Protection (down and b Protection N tested, and contractor.	ission entered into certain agreement ic Co. and with McWilliams Electric Co ough the issuance of Work Author rove the following Work Authorization ontracts: orization Order No. 020: This Work , and the work began prior to Board a CP) Rectifier Site TS8-2 in Downers Co adly damaged in a vehicle accident of Management (CPM) is the firm that or commissioned the CP Rectifier Sites Staff is working to contact the insurance accident to recoup the total costs.	to. Inc. for quick res rization Orders. R ation Order under k Authorization was approval to repair/re Grove. The control k in Saturday, June 13 iginally was involved . CPM will be workir	ponse electrical work as lesolution No. R-21-15 the Quick Response issued to Divane Bros. eplace the Cathodic boxes were knocked 3, 2015. Cathodic d in the installation, ng with Divane as a sub-
The total co	ost for this work is estimated at \$16,5	500.00.	

MOTION: To adopt Resolution No. R-21-15.



RESOLUTION NO. R-21-15

A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12 AT THE AUGUST 20, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

WHEREAS, Contract QRE-6/12 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

<u>SECTION ONE</u>: The foregoing recitals are by this reference incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission. <u>SECTION TWO</u>: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2015

Chairman

ATTEST:

Clerk

Board/Resolutions/2015/R-21-15.docx

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET <u>1</u> OF <u>2</u>

CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.020

LOCATION:

TS8-2, 75th Street and Lyman Ave, Downers Grove

CONTRACTOR:

Divane Bros. Electrical Company

DESCRIPTION OF WORK:

Purchase all necessary parts and materials to rebuild and replace the CP Rectifier Site per the TS-8/12 contract specifications and drawing. Have the rectifier and remote monitoring unit sent to respective manufacturers for inspection and repair as necessary. Install, test, and commission the equipment in accordance with the original operation and provide a report summarizing the results including all data obtained, evaluation of data, and operating recommendations.

REASON FOR WORK:

The Rectifier Site was hit and destroyed during a vehicle accident.

MINIMUM RESPONSE TIME:

None

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

Reuse any of the parts and materials from the original Rectifier Site that are reusable.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

NOT PRIORITY EMERGENCY WORK

SHEET 2 OF 2

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

- Contract TS-8/12 Sections 2.1 through 2.4
 - 2.1 Rectifiers
 - 2.2 Remote Monitoring Units
 - 2.3 Door Switch
 - 2.4 Rectifier Junction Box
- Contract Drawing TS-8/12 sheet 19, Rectifier Details

DUPAGE WATER COMMISSION

By:

Signature of Authorized Representative

6/23/15 DATE:

CONTRACTOR RECEIPTLACKNOWLEDGED: By: Signature of Authorized Representative Robert J. Schaeffer - VP Operations

DATE: June 26, 2015



SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

contained in a galvanized steel housing. A secondary connection cable (loop) will be attached to the anode assembly and pulled back into the directional drill hole simultaneously with the anode assembly, anode junction box, and a 50V/40A air-cooled rectifier. (SEE 1.2b REGARDING ORDERING OF RECTIFIER).

- b) The Project shall include the installation of three (3) impressed current rectifiers as indicated on the Contract Drawings. The rectifier size provided is an estimate only. The rectifier will be sized by the Engineer upon installation of the groundbed. The rectifier will not be installed until the groundbed installation and testing is complete.
- c) The Project may include installing ten (10) Insulating Flange Test Stations as indicated on the Contract Drawings.
- d) The Project may include the installation of ten (10) foreign line bond boxes as indicated on the Contract Drawings.
- e) No work shall be performed without the presence of the Owner or its representative. At the discretion of the Owner, specific aspects of the project may not be performed without the presence of the Engineer.

1.3 Key Dates

- a) The Contractor shall commence work on the Project Commencement Date.
- b) Final Completion shall be as required by Section 5 of Attachment A.

2.0 PROJECT SPECIFICS

2.1 Rectifiers

- a) Equipment
 - 1) Rectifiers shall be air-cooled rectifiers as manufactured by Universal Rectifiers.
 - 2) The three (3) rectifiers shall have the following features:
 - Air-cooled
 - Standard rectifier (manual taps)
 - Rectifier Output shall be the following for each rectifier:
 - o 50 DC volts / 30 DC amps at stationing 119+25 (Location #1 – Site #2)



SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

- o 50 DC volts / 35 DC amps at stationing 365+00 (Location #2 – Site #8)
- o 42 DC volts / 30 DC amps at stationing 554+00 (Location #3 – Site #14)
- Stack type Selenium
- Voltage control
- AC input 115/230 1 Phase
- Dual input wired for high voltage
- AC and DC arrestors
- 115 VAC convenience outlet
- 50mV=50Amp SW Holloway Shunt
- Secondary A/C breaker
- NMEA standard cabinet (3R)
- Hot dipped galvanized cabinet with no manufacturer's external labels on the external surfaces of the cabinet
- Cabinet shall have access to internal components by means of side opening doors or panels
- Cabinet shall be lockable
- Manufacturer other than Universal Rectifiers requires the written approval of the Owner and the Engineer.
- b) Installation
 - Rectifiers shall be installed at locations as indicated on Contract Drawings and in the manner indicated; however, rectifier locations should be installed within 8 feet from the right-of-way, if feasible.
 - The Contractor shall contact electric utility prior to rectifier installation.
 - 3) The rectifier units shall be provided with AC power.
 - All field wiring is the responsibility of the Contractor.
 - 5) All wiring and installation shall meet all applicable codes.
 - 6) Rectifiers shall be tested for proper operation in the field by



SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

the Corrosion Control Representative.

- 7) Rectifier post must be a breakaway design.
- 8) Rectifier shall be installed in the presence of the Owner Representative.

2.2 Remote Monitoring Units

- a) Equipment
 - Rectifiers shall be equipped with remote monitors as manufactured by Elecsys Corporation. Manufacturer other than Elecsys Corporation requires the written approval of the Owner and the Engineer.
 - 2) The remote monitors shall have the following features:
 - Watchdog Mesh Rectifier Monitor with GPS sync interruption capability
 - GSM cellular monitor unit with a smart mesh node capable of reading volts and amps
 - Interrupter with 100 amp mercury switch
 - Four digital inputs for dry contacts
 - Battery back-up
 - Loss power alarm/notification
 - Enclosure shall be lockable

b) Installation

- Remote Monitors shall be installed as shown on the contract drawings and in the manner indicated.
- Remote monitors will have three door switch alarms; one for the rectifier, the rectifier junction box, and the remote monitoring unit.
- 3) All field wiring and mounting is the responsibility of the Contractor.
- 4) Remote monitors shall be tested for proper operation in the field by the Corrosion Control Representative.

2.3 Door Switch

a) Equipment



SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

- 1) The rectifier, rectifier junction box, and remote monitoring unit will have door switch alarms.
- Door switches shall be Industrial Wide Gap Surface Mount Model Number 2507AH as manufactured by GE. Manufacturer other than GE requires the written approval of the Owner and the Engineer.
- 3) The door switches shall have the following features:
 - 3"L x 1"H x 0.5"D
 - Form C (SPDT) hermetically sealed reed contact biased with an Alnico VII magnet
 - 3' stainless steel armored cable
 - ¾" to 2" gap distance
- b) Installation
 - 1) Door switches shall be installed per the Engineer and the Contract Drawings.
 - The rectifier, rectifier junction box, and remote monitoring unit doors will each have a door switch installed which will be connected to the remote monitoring unit.
 - 3) All field wiring and mounting is the responsibility of the Contractor.

2.4 Rectifier Junction Box

- a) Equipment
 - Each rectifier shall have one (1) associated junction box that shall meet the following specifications.
 - 8" x 10" fiberglass enclosure; NEMA 4X
 - · Copper buss bar for negative connections:
 - One (1) Holloway type SW shunt (50mV = 50A)
 - Three (3) lugs for #4 AWG, seven stranded copper cable
 - Copper buss bar for positive lead connections:
 - o Two (2) Holloway type SW shunt (50mV = 50A)
 - o Three (3) lugs for #4 AWG cable, seven stranded



SPECIFICATIONS FOR CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/12

copper cable

- Enclosure shall be lockable
- The Junction Box shall be manufactured by Mesa Products. Manufacturer other than Mesa Products requires written approval of the Owner and Engineer.
- b) Installation
 - Rectifier Junction Box shall be installed as shown on the contract drawings and in the manner indicated.
 - Restore site as appropriate and with appropriate, approved materials.
 - All wiring and mounting is the responsibility of the Contractor.

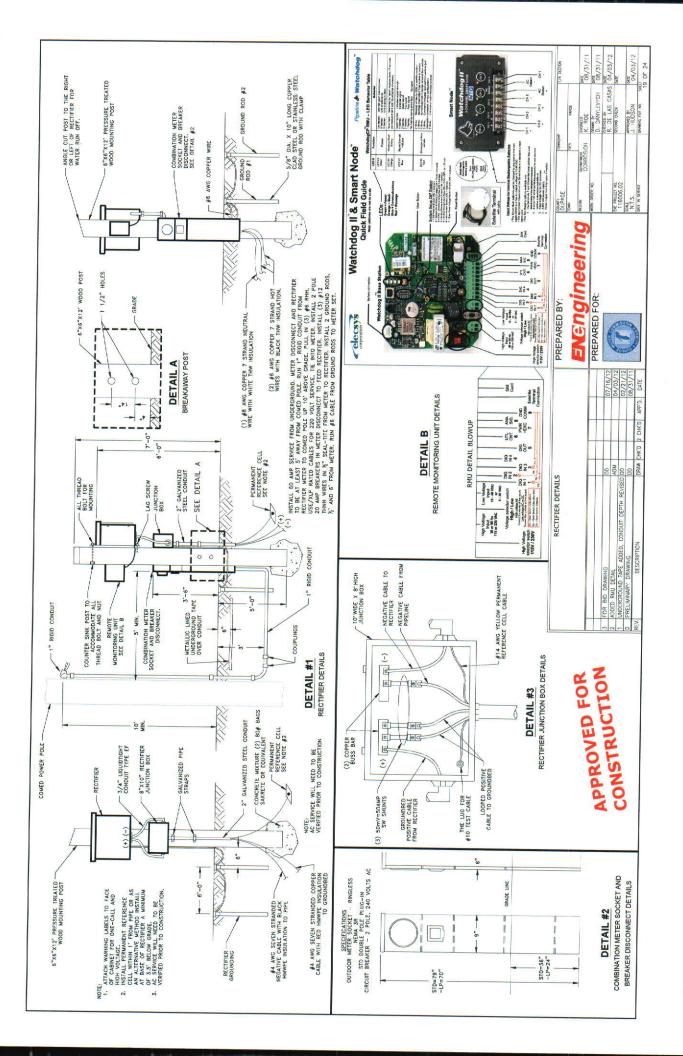
2.5 Foreign Line Bond Box

- a) Equipment
 - Each bond location shall have one (1) associated foreign line bond box that shall meet the following specifications:
 - 8" x 10" fiberglass enclosure; NEMA 4X (depending on location)
 - Copper buss bar for negative connections:
 - Three (3) to five (5) lugs for #4 AWG, seven stranded copper cable
 - Three (3) to five (5) lugs for #10 AWG for test connections.
 - Enclosure shall be lockable
 - Labels for each test lead shall indicate the pipeline company, material, and diameter of pipeline
 - Example Label:

DuPage Water Commission

30" Steel Pipeline

- The Bond Box shall be manufactured by Mesa Products. Manufacturer other than Mesa Products requires written approval of the Owner and Engineer.
- b) Installation



REQUEST FOR BOARD ACTION

AGENDA	Engineering & Construction	ORIGINATING Pipeline
SECTION	Committee	DEPARTMENT
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the August 20, 2015, DuPage Water Commission Meeting Resolution No. R-22-15	APPROVAL OKP

Account Number: 01-60-663100

The Commission entered into certain agreements dated July 1, 2013 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-22-15 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 10 to John Neri Construction Co., Inc. Staff has identified 19 separate and discreet locations where the pavement surrounding certain valve vaults and other at grade structures has failed. As a result, pavement removal and replacement, re-setting, and/or replacement of the structures frames and lids are necessary. Staff solicited cost estimates for this work from both of its QR-10 contractors and the results are listed in the table below:

John Neri Construction Co Inc.	\$93,100.00	
Rossi Contractors Inc.	\$110,000.00	

This work has been included in the FY 2015/16 management budget.

Approval of Resolution R-22-15 would authorize John Neri Construction Co Inc. to adjust the frames and lids of 19 Commission structures at the locations listed on this Work Authorization. The work will include, among other things: traffic control and protection set up, monitoring, and removal, and the removal and replacement of the existing pavement base and surface course(s). The cost for this work is not known but is estimated to be \$93,100.00.

MOTION: To adopt Resolution No. R-22-15.



RESOLUTION NO. R-22-15

A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE AUGUST 20, 2015, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated July 1, 2013, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-10/13"); and

WHEREAS, Contract QR-10/13 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby

Resolution No. R-22-15

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of ______, 2015.

ATTEST:

Chairman

Clerk

Board/Resolutions/R-22-15.docx

Exhibit 1

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Number	Contract	<u>Page</u>	Station	Location	<u>City/Town</u>	<u>Size</u>
1	TE-1/88	4	44+53	On Jackson Blvd. 75' West of Austin Blvd	Oak Park	29"
2	TE-1/88			On Jackson Blvd. 150 East of Ridgeland	Oak Park	29"
3	TE-1/88	7	93+10	SE Corner of Jackson Blvd. and Euclid Ave.	Oak Park	39"
4	TE-03/94	28	323+48	EB Roosevelt Rd 100' West of Lathrop	Forest Park	32"
5	TOB E- 87	29	366+12	SB President 500' South of Casa Solana	Wheaton	29"
6	TOB E- 87	29	371+50	SB Blanchard St 100' N of Casa Solana Dr	Wheaton	25"
7	TOB E- 87	39	500+83	NB President St 300' N Forest Ave	Wheaton	29"
8	TOB E- 87	41	531+11	NB President St 100' North of Birdle Ln	Wheaton	25"
9	FOB 2/89	46	53+40	WB Warrenville Rd. 1000' East of Washington St	Naperville	29"
10	FOB 2/89	46	53+10	WB Warrenville Rd. 1000' East of Washington St	Naperville	29"
11	TN 1/88	48	625+57	SB West Ave 100' S of Utley	Elmhurst	29"
12	NW-1	16	144+37	SW Corner of Ardmore and Kenilworth Ave	Villa Park	25"
13	TS-5	2	21+33	NE Corner of 71st St and Fairview Ave	Darien	32"
14	TS-5	5	47+84	East Fairview Rd Parkway 200' South of 67th Sweetbriar Ln. (In sidewalk)	Darien	32"
15	FSW 1/89	7	79+16	EB Hobson Rd. 900' East of Woodridge Dr	Woodridge	25.5"
16	FNW 2/89	14	52+00	Interstate Rd. 500' W of Addison Rd	Addison	25.5
17	TN 1/88	33	432+03	Church Rd. 100 S of Red Oak St	Bensenville	29
18	TN 1/88	29	376+65	Church Rd 25' South of Green St	Bensenville	25"
19	FOB 2/89	25	0+35	NW Corner of President and Crescent St (s)	Wheaton	29"

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-10.010

LOCATION:

Various locations as described on Exhibit 1 to this work authorization.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

All work shall be performed in accordance with the permitting highway authority's standards and specifications. This work will include furnishing and maintaining traffic controls; saw cutting and removing the existing pavement to the lines and depths required for frame and lid adjustment and pavement replacement; removing the structures frames and lids for reuse, or for delivery to the Commission; furnishing and installing new pre-cast concrete manhole adjusting rings; setting the frames and lids to match existing pavement elevations; replacing pavement base and wearing course(s); replacing pavement striping, completing final restoration and clean up; and any other incidental work as required or as directed by the Commission.

REASON FOR WORK:

To replace failed pavement and adjust, and/or replace with Commission supplied materials, the frame and lids of various structures so they match existing pavement elevations.

MINIMUM RESPONSE TIME:

N/A

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

The Commission will supply replacement cast iron frames and lids of the type and size required if, in the opinion of the Commission, the existing frame and lid is damaged beyond use. Damaged frames and lids shall be returned to the Commission.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS 🗌

X IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS: N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By:

Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:

.

_____ Safety Rep:

Name and 24-Hr Phone No.

Signature of Authorized Representative

DATE:_____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Awarding a Contract to Furnish and Deliver Steel Pipe	APPROVAL	
	Resolution No. R-23-15	Ø	
Account No:	01-60-663100	A a a a a a a a a a a	

The Commission maintains an inventory of spare steel pressure pipe intended for use as replacements in the event a pipe section has failed beyond repair. This inventory contains two sections of pipe for each pipe diameter maintained within the Commission's distribution system, for a total of 22 individual sections of pipe that range in size from 20" to 90" in diameter.

Two separate QR-10/13 repairs earlier this year resulted in the Commission removing from its inventory, and incorporating into the work, one section of 60" diameter pipe, and two sections of 24" diameter pipe. Staff wishes to replenish its spare pipe inventory and is requesting to purchase steel pressure pipes to replace the pipes used in previous repairs.

The Commission solicited proposals for steel replacement pipe by direct invitation, posting on its website, and by advertising on two separate occasions in the *Chicago Tribune* and *The Daily Herald*. Sealed bids were received until 10:00 a.m., local time, July 27, 2015, at which time all bids were publicly opened and read aloud.

Out of ten proposals requested two were received and the results of those proposals are listed in the table below.

Trinity Steel and Pipe Inc.	\$23,800.00	
Jifco Inc.	\$53,039.00	

The unit prices of Trinity Steel and Pipe Inc.'s. proposal are consistent (after calculating inflation based on Consumer Price Index data provided by the U.S. Department of Labor/ Bureau of Labor Statistic) with those of the original pipe purchased in February of 1992.

Staff is requesting approval of Resolution No. R-23-15 awarding a Contract to Furnish and Deliver Steel Pipe to Trinity Steel and Pipe Inc. for the unit prices set forth in its Contract/Proposal initialing totaling \$23,800.00.

MOTION: To adopt Resolution No. R-23-15.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-15

A RESOLUTION AWARDING A CONTRACT TO FURNISH AND DELIVER STEEL PIPE

WHEREAS, as provided for under Section 4 of the Commission's By-Laws, and as required by State statute, the Commission solicited sealed proposals to Furnish and Deliver Steel Pipe; and

WHEREAS, sealed proposals to Furnish and Deliver Steel Pipe were received on July 27, 2015; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Trinity Steel and Pipe Inc. was the most favorable to the interests of the Commission;

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

<u>SECTION ONE</u>: The foregoing recitals are incorporated herein as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Contract to Furnish and Deliver Steel Pipe to Trinity Steel and Pipe Inc. in accordance with its Contract/Proposal dated July 27, 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A" conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Commission's Request for Proposals dated June 29 2015, a copy of which is attached hereto and incorporated herein as Exhibit "B". The compensation to be paid pursuant to the Contract/Proposal incorporated herein as Exhibit "A" shall be limited to the unit prices quoted therein.

-1-

Resolution No. R-23-15

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<u>SECTION THREE</u>: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "A", together with all other relevant contractually required documentation, on behalf of the Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2015

Chairman

ATTEST:

Clerk

Board/Resolutions/2015/R-23-15.docx

EXHIBIT A

DUPAGE WATER COMMISSION

CONTRACT/PROPOSAL

FURNISH AND DELIVER STEEL PIPE

Full Name of Bidder	TRINITY STEEL AND P	ipe Inc.	("Bidder")
Principal Office Address	204 South MADISON AVE.	PO BOX 288 WER	
Local Office Address	SAME		
Contact Person	DAVID STRICKLIN	Telephone Number	
		Toufre	fe 866-262-0298

TO: DuPage Water Commission ("Owner") 600 East Butterfield Road Elmhurst, Illinois 60126-4642 Attention: John F. Spatz, Jr. General Manager

Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. <u>Nonc</u> [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.

1. Work Proposal

A. <u>Contract and Work</u>. Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment C, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

- <u>Labor</u>, <u>Equipment</u>, <u>Materials</u> and <u>Supplies</u>. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to Furnish and Deliver Steel Pipe.
- <u>Permits</u>. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- Insurance. Procure all insurance specified in this Contract/Proposal;
- 4. <u>Taxes</u>. Pay all applicable federal, state, and local taxes;
- <u>Miscellaneous</u>. Do all other things required of Bidder by this Contract/Proposal; and

 <u>Quality</u>. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. <u>Performance Standards</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

C. <u>Responsibility for Damage or Loss</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work

and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto as Attachment B by the Unit Price set forth the Schedule of Prices attached hereto as Attachment B for such Unit Price Item.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- 1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
- 4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- 5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately, including, without limitation, the cost of transportation, FOB Point of Destination Elmhurst, Illinois, packing, cartage, and containers.
- C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

- The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment B.
- 2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to

Owner upon final acceptance of the Work by Owner.

D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and shall complete the Work not later than 60 calendar days following the Commencement Date.

4. Financial Assurance

A. <u>Insurance</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

B. <u>Indemnification</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. <u>Penalties</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. <u>Compliance with Laws</u>. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seg.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

Bidder is not barred by law from C. Not Barred. contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States. government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. <u>Qualified</u>. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to

commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

7. Acknowledgments

A. <u>Reliance</u>. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal and related Contract Documents.

B. <u>Reservation of Rights</u>. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. <u>Acceptance</u>. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment C.

D. <u>Remedies</u>. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal or other Contract Document; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal or other Contract Document; or of any remedy, power, or right of Owner.

F. <u>Severability</u>. The provisions of this Contract/ Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal or other Contract Documents shall be in any way affected thereby.

G. <u>Amendments</u>. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal or other Contract Documents shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

H. <u>Assignment</u>. Neither this Contract/Proposal or other Contract Documents, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

I. <u>Governing Law</u>. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

DATED	this	27 74	day	of	JULY	_2015
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Bidder's Status: () Karsus (State)	Corporation	()	Partr State)	ership	()Individual Proprietor
Bidder's Name: TRINITY	STEEL AND PIPE	INC.			
Doing Business As (if different)	·				
Signature of Bidder or Authoriz	ed Agent:	Stuhl	in		
(corporate seal) (if corporation)		d Name:	DAVID STR PRESIDENT	<u>ICK(//</u>	· · · · · ·
Bidder's Business Address:	204 South Minois WEIR ISS		90 Box 288		
Bidder's Business Telephone:	620-346-890	0	Facsimile:	620 - 39	16-8901

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
DANID STRICKLIN	ARESIDENT /CO-OWNER	WS E. MAIN ST. WEIR KS 66781
GARY ENGEMAN	VICE RESIDENT/CO-OWNER	Sto S. Mckinner Wase, KS 66781

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Attachment A Specifications

All pipe shall be plain end steel pipe, manufactured to the dimensions shown, and in accordance with the latest AWWA Standard for Steel Water Pipe, 6 inches and larger.

Design Pressure

All steel pipes shall be manufactured to meet the following conditions:

- 1. Internal Pressure: Design internal pressure of 150 psi for pipe diameter larger than 24" and 250 psi for pipe diameter 24" and smaller plus a design water hammer of 100 psi, a total design pressure of 250 psi and 350 psi, respectively.
- 2. Vacuum: Collapse vacuum pressure of -14.7 psi with ASTM D698 soil density 90% and a minimum factor of safety 2.5 based on 2% ring deflection.
- 3. External Loads: Ten (10) foot depth of cover at 120 pounds per cubic foot soil weight with E' of 1000 lb. per square inch and trench width of outside diameter of the pipe plus three (3) feet and one ASSHTO H-20 truck.
- 4. Deflection: Design maximum deflection of 1.4% of the pipe diameter. Installed maximum deflection 2% of the pipe diameter.

Pipe Diameter

For the purpose of this proposal, the term Pipe Diameter is being used for bidding purposes only and standard industry dimensions shall not be considered in its manufacture. The pipe furnished under this proposal shall be manufactured to the dimensions shown in the table below;

Pipe Diameter	Outside Diameter	Length	Mortar Lining	Steel Thickness
60"	63 ¾"	19'-8"	3/4"	1/2"
24"	27 1⁄4"	19'-8"	1/2"	3/8"

Manufacture

The steel pipe shall be manufactured in accordance with the specified design pressure, materials and stresses.

A) Steel Plate

All steel plates for the fabricated pipe shall conform to the latest edition of ASTM A139 Grade C. Maximum tensile stress for pipe diameter 24" and larger under combined design internal pressure of 150 psi plus water hammer of 100 psi (a total design pressure of 250 psi) shall not exceed 60% (25,200 psi) of the minimum specified yield strength of the material for all buried pipe. Maximum tensile stress for pipe diameter 24" and smaller under combined design internal pressure of 250 psi plus water hammer of 100 psi (a total design internal pressure of 250 psi plus water tensile stress for pipe diameter 24" and smaller under combined design internal pressure of 250 psi plus water hammer of 100 psi (a total design pressure of 250 psi plus water hammer of 100 psi (a total design pressure of 350 psi) shall not exceed 60% (25,200 psi) of the minimum specified yield strength of the material for all buried pipe.

B) Cement Mortar Lining and Protective Coating

All pipes shall be cement mortar lined in the shop with centrifugally spun lining in accordance with AWWA C205 or cement mortar lined in place mechanically in accordance with AWWA C602. Use ASTM C150, Type II, cement for lining.

Protective Coating shall be Tnemec FC22 Epoxoline or approved equal. The protective coating shall terminate 3 inches from the pipe ends.

Pipe Manufacturer's Submittals

The manufacture shall provide documentation stating that the pipe has been manufactured to conform in all respects with these contract specifications and with the applicable portions of the following AWWA Standards:

Pipe (AWWA C200)

Cement-mortar protective lining (AWWA C205 and AWWA C602)

Protective Coating (AWWA C210)

Delivery

The manufacturer shall contact Mr. Ed Kazmierczak of the DuPage Water Commission at (630) 834-0100 at least 48 hours in advance to schedule delivery of the pipes. Deliveries will only be accepted between the hours of 7:00am and 3:30 pm Monday through Friday.

Attachment B

SCHEDULE OF PRICES

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 of the Contract/Proposal, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below delivered to Owner by the Unit Price set forth below for such Unit Price Item:

			A	В	C
ltem No.	Description	Unit	Cöst Per Unit	Number of Units	(AxB) Extension
1	Furnish and Deliver Steel Pipe60" Pipe Diameter	Each	12,000	1	12,000.00
2	Furnish and Deliver Steel Pipe24" Pipe Diameter	Each	5,400	2	11,800.00

TOTAL OF COLUMNS C ITEMS 1-2	TWENTY THREE THOUSAND ENGHT HUNDRED	Dollars and	NO Cents
	(in writing)		(in writing)
	23,800	Dollars and	,00 Cents
	(in figures)		(in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- 1. All prices stated in this Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in this Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in this Schedule of Prices;
- 4. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item delivered to Owner in full compliance with the Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- 5. Any items of Work not specifically listed or referred to in this Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately, including, without limitation, the cost of transportation, FOB Point of Destination Elmhurst, Illinois, packing, cartage, and containers.

Signature of Bidder or Authorized Agent: hour Stuhlin					
Print	ed Name:	DAVID	STRICKLIN		
Title	Position:	PRESIDE	אד		

Attachment C

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this _____ day of _____, 2015

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By:

John F. Spatz, Jr. General Manager

DUPAGE WATER COMMISSION

REQUEST FOR PROPOSALS

OWNER:

DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

FURNISH AND DELIVER STEEL PIPE

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Managér, BEFORE 10:00 A.M., July 27, 2015.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

The "Contract Documents" shall be deemed to include this Request for Proposals and the "Contract/Proposal" attached hereto and incorporated herein as Exhibit "A" together with Attachments A through C attached thereto and incorporated therein. The "Work" shall be to "Furnish and Deliver Steet Pipe" described in Attachment A.

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment B. All proposals shall be dated on page 4 of the Contract/Proposal form and shall be signed by an authorized official, including page 5 of the Contract/Proposal form and the Schedule of Prices attached to the Contract/Proposal form as Attachment B. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Ed Kazmierczak, Pipeline Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:30 PM.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, in accordance with Article VIII of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment C. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 29th day of June, 2015.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr. General Manager

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING Pipeline DEPARTMENT
ITEM	A Resolution Awarding a Contract for Vacuum Excavation Services	APPROVAL
	Resolution No. R-24-15	98
Account No:	01-60-629000	

Ordinance O-2-15, adopted by the Board at the April 16, 2015 Commission meeting, approved a Management Budget for Fiscal Year 2015-2016 which included Vacuum Excavation Services in the budgeted amount of \$125,000.00.

The purpose of this work is to visually confirm the location of Commission pipelines in certain areas where traditional methods, and conventional R/F type locating equipment, are inadequate to accurately determine the location of buried facilities. This occurs primarily in areas where pipelines were installed at depths greater than 15 feet and in congested utility corridors where electronic interference created from other utilities makes it problematic to accurately locate pipelines.

Once the location of the pipe has been visually confirmed by vacuum excavation, staff will place a 4" diameter electronic marker within the backfilled excavation. The electronic marker emits a specific signal capable of being detected by staff using a pipe locator tuned to that particular signal thus allowing an accurate visual marking of the pipeline to be placed on the surface.

In accordance with Article VIII Section 5 of the Commission's By-Laws, and as required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune* and *The Daily Herald*. In addition, the Commission posted the advertisement on its website and solicited bids by direct invitation. Sealed bids were received until 1:00 p.m., local time, July 27, 2015, at which time all bids were publicly opened and read aloud.

Of the ten proposals requested, the proposal of Airy's Inc. was the sole proposal received.

Airy's Inc. past performance on prior Commission QR contracts has earned the company good standing, and they have the requisite experience and capability to satisfactory perform the work required under this contract, and their unit prices are consistent with previous work performed by others under a similar method of measurement. Therefore pursuant to Section 11 (Award of Contract) and Section 12 (Single Bids) of Article VIII of the Commission's By-Laws, Staff is recommending approval of Resolution No. R-24-15 awarding a Contract for Vacuum Excavation Services to Airy's Inc. for the unit prices set forth in its Contract/Proposal.

MOTION: To adopt Resolution No. R-24-15.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-15

A RESOLUTION AWARDING A CONTRACT FOR VACUUM EXCAVATION SERVICES

WHEREAS, pursuant to Article VIII, Section 5 of the Commission's By-Laws, and as required by State statute, the Commission solicited sealed proposals for Vacuum Excavation Services; and

WHEREAS, sealed proposals for Vacuum Excavation Services were received on July 27, 2015; and

WHEREAS, the proposal of Airy's Inc. was the sole proposal received; and

WHEREAS, the performance and quality of work by Airy's Inc. on prior Commission contracts has been completed to the satisfaction of the Commission; and

WHEREAS, based upon staff's review of the proposal, the Board of Commissioners of the DuPage Water Commission has determined that he proposal of Airy's Inc. was the most favorable to the interests of the Commission;

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

<u>SECTION ONE</u>: The foregoing recitals are incorporated herein as findings of the DuPage Water Commission.

<u>SECTION TWO</u>: The DuPage Water Commission hereby awards the Contract for Vacuum Excavation Services to Airy's Inc. in accordance with its Contract/Proposal dated (July 27, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "A" conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Commission's Request for Proposals dated June 29, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "B". The compensation to be paid pursuant to the

-1-

Resolution No. R-24-15

Contract/Proposal incorporated herein as Exhibit "A" shall be limited to the unit prices quoted therein.

<u>SECTION THREE</u>: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "A", together with all other relevant contractually required documentation, on behalf of the Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2015

Chairman

ATTEST:

Clerk

Board/Resolutions/2015/R-24-15.docx

EXHIBIT A

DUPAGE WATER COMMISSION

CONTRACT/PROPOSAL

VACUUM EXCAVATION SERVICES

Full Name of Bidder	Airy's INC.		("Bidder")
Principal Office Address	7455 W. QUVAN DR.	TINKEY PARK, 16	60471
Local Office Address		-	· · · ·
Contact Person	JAMES WELLING	Telephone Number	708-429-0660

TO: DuPage Water Commission ("Owner") 600 East Butterfield Road Elmhurst, Illinois 60126-4642 Attention: John F. Spatz, Jr. General Manager

Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in, this bound set of documents, including Addenda Nos. <u>New C</u> [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.

1. Work Proposal

A. <u>Contract and Work</u>. Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment E, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

- Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Vacuum Excavation which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.
- 2. <u>Permits</u>. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 3. <u>Insurance</u>. Procure all insurance specified in this Contract/Proposal;
- <u>Taxes</u>. Pay all applicable federal, state, and local taxes;

- 5. <u>Miscellaneous</u>. Do all other things required of Bidder by this Contract/Proposal; and
- 6. <u>Quality</u>. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first guality equipment, materials, and supplies.

B. <u>Performance Standards</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

C. <u>Responsibility for Damage or Loss</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.

D. <u>Inspection/Testing/Rejection</u>. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto as Attachment D by the Unit Price set forth the Schedule of Prices attached hereto as Attachment D for such Unit Price Item.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
- 4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

- The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment D.
- 2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to

Owner upon final acceptance of the Work by Owner.

D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 30 calendar days following the Commencement Date.

4. Financial Assurance

A. <u>Insurance</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

The Owner, its officials, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of the Bidder's Work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The Bidder's insurance coverage shall be primary and non-contributory as respects the Owner, its officials, agents, employees and volunteers. Prior to commencing the Work, Bidder shall furnish the Owner with certificates of insurance naming the Owner, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this Section.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Performance and Payment Bond. If this Contract/Proposal is accepted, Bidder shall with 10 days, but

prior to the commencement of the Work, post with and for the benefit of the Owner a performance and payment bond on forms reasonably acceptable to the Owner in the penal sum of \$100,000.

D. <u>Penalties</u>. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law. which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. <u>Compliance with Laws</u>. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 <u>et seg</u>.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <u>http://labor.illinois.gov/</u>. The Department revises the prevailing wage rates and the Bidder has an obligation to check the Department's website for revisions to prevailing wage rates. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. <u>Qualified</u>. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

7. Acknowledgments

A. <u>Reliance</u>. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal and related Contract Documents.

B. <u>Reservation of Rights</u>. Owner reserves the right to reject any and all proposals, reserves the right to reject the lowprice proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. <u>Acceptance</u>. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment E.

D. <u>Remedies</u>. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner: nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal or other Contract Document; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal or other Contract Document; or of any remedy, power, or right of Owner.

F. <u>Severability</u>. The provisions of this Contract/ Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal or other Contract Documents shall be in any way affected thereby.

G. <u>Amendments</u>. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal or other Contract Documents shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

H. <u>Assignment</u>. Neither this Contract/Proposal or other Contract Documents, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

I. <u>Governing Law</u>. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

DATED this 27" day of July 2015

Bidder's Status: X <u>144130</u> (State)	<u>S</u> Corporation	()(State	Partnership	()Individual Proprietor
Bidder's Name: AIRY's	INC.			<u>.</u>
Doing Business As (if different)	:	7		
Signature of Bidder or Authoriz		A Wille	<u> </u>	
(corporate seal) (if corporation)		nted Name: <u>74</u> e/Position: <u>Ass</u> 7	MES G. WEL SECRETARY	c.m/s
Bidder's Business Address:	7455 W. Tistey Par	DUVAN DR		
Bidder's Business Telephone:	708 - 429 - 0	•		· 429-0795

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
MARVIN HILL	PRESIDENT	863 VILWTOINTE RA JAMESTUWN KY 42629
RYAN HILL	VILA PRESIDENT	1101 RYEHILL SR JOLIET, IL GO431
JAMAS WELLING	ASST. SULRATARY	LS25 W. 164 MILL TINKEY PACK IL 60417

Attachment A

SPECIFICATIONS

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

1. Scope of Work

A. The DuPage Water Commission (the Commission) maintains approximately 200 miles of water distribution mains located within DuPage and Cook Counties Illinois. The distribution mains are constructed of Steel Cylinder Pipe, Pre-Cast Concrete Pressure Pipe, and Ductile Iron Pipe and vary in size from 16 to 90 inches in diameter. The Commission wishes to utilize Vacuum Excavating to verify the horizontal and vertical alignment of its water distribution mains at certain locations within its distribution system generally depicted on Attachment B, and as further described in Attachment C. The excavations shall be a minimum of 8 inches in diameter, will range from approximately 5 to 20 ft in depth, and through various types of soils

2. Performance of The Work

- A. No excavation work shall be performed without the presence of a Commission representative.
- B. The Contractor will be responsible for determining the locations of all underground utilities and shall comply with the Illinois Underground Utility Facilities Damage Prevention Act. The Contractor shall contact the State-Of Illinois One-Call Notice System, commonly referred to as J.U.L.I.E. by telephoning 811 or 1-800-892-0123 at least 48 hours prior to excavation. This work shall not be paid for separately but shall be considered as incidental to the contract.
- C. The Contractor shall not perform, nor be compensated for, overtime work unless such overtime work has been previously authorized by the Commission in writing. For the purpose of this proposal, overtime work shall be defined as time worked in excess of a normal eight (8) hour day Monday through Friday, Saturdays and Sundays.

3. Safety

- A. Bidder is required to independently assess the potentially hazardous conditions at the Work Site and take the necessary precautions to ensure a safe workplace pursuant to the Contract/Proposal and Bidder's legal obligations. Bidder must ensure that all personnel observe all appropriate safety precautions when working at the Work Site.
- B. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of the Contractor's safety measures in, on, or near the Work site or sites. The Owner shall not provide design or construction review relating to the Contractor's safety precautions required for the Contractor to perform the Work.
- C. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for conditions at the Work site or sites, nor for the safety of persons or property, during the performance of the Work.

4. Method of Measurement

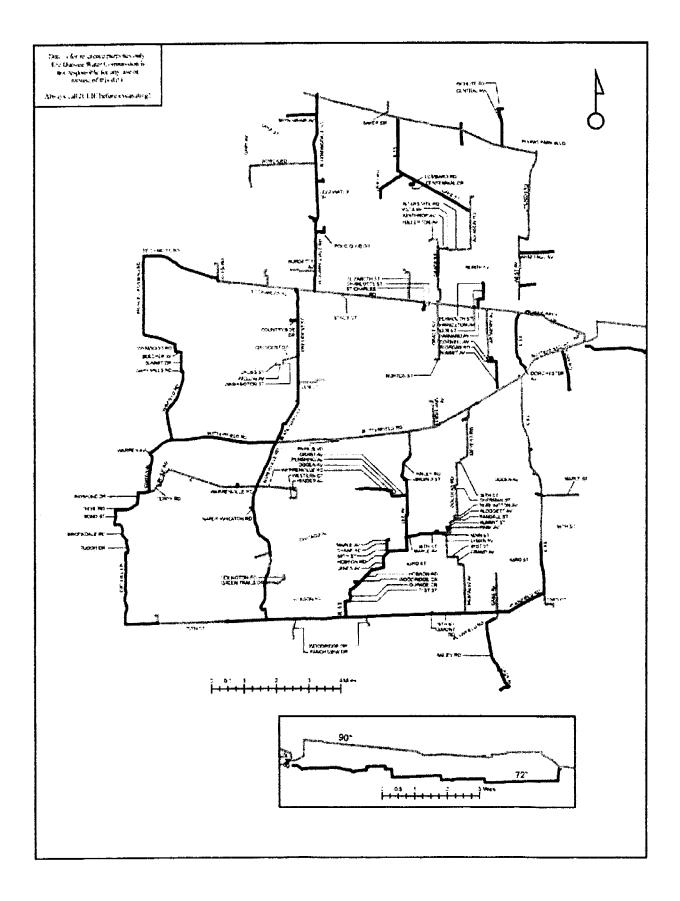
A. The number of units paid for under Pay Item Number 1. Vacuum Excavation----Straight Time, and Pay Item Number 2. Vacuum Excavation----Overtime, when previously authorized in writing by the Commission, shall be for the time engaged in on-site mobilization and demobilization and in the direct performance of vacuum excavation work. Portal to portal travel to and from the Contractor's base of operation, travel between work sites, travel to and from offsite disposal sites, travel to and from offsite water sources, providing traffic control and protection, if required at the work site by the permitting authority, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

B. In all cases, backfilling of the excavations shall be made by using course aggregate CA-6. The material shall be clean, dry and placed to within 6 inches of the existing surface grade immediately after excavation has been completed. Final backfill and surface restoration shall be the responsibility of the Commission. This work shall be paid for by the ton for Pay Item Number 3--CA-6 Backfill which unit price shall include furnishing, delivering, and placement of CA-6 Backfill in the excavation to within 6 inches of existing surface grade.

5. Publicity

A. Owner's name or insignia, photographs of the Work, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

Attachment B



Attachment C

Number	Location	City/Village	Surface Type Grass Surface	
1	Com Ed ROW from Lake St to RT53	Village of Addison		
2	Naper Blvd .from RR tracks to Plank Rd.	City of Naperville/Village of Lisle	Grass Surface	
3	Roselle Rd. North of Park St	Village of Roselle	Asphalt Roadway	
4	Central Ave. to Foster Ave	City of Wood Dale	Asphalt Roadway	
5	35th St. Feeder	Village of Oakbrook	Grass Surface	
6	NE corner of Naper Blvd. and Chicago Ave.	City of Naperville/Village of Lisle	Grass Surface	
7	Lake St from JFK Dr. to Creek	Village of Addison	Grass and Sidewalk	
8	Naperville Rd from 75th to Hobson	City of Naperville	Grass Surface	
9	Rt83 from 22nd to Hodges Rd.	Village of Oakbrook	Grass Surface	
10	Naper Blvd. at I-88	City of Naperville	Grass Surface	
11	SE corner Naper Blvd. and I-88	City of Naperville	Grass Surface	
12	Rt 83 from 22 nd Street south to 188	Village of Oakbrook	Grass Surface	
13	Rt 83 from I88 south to 31 st Street	Village of Oakbrook	Grass Surface	
14	Summit Ave from Butterfield Rd to 14th Street	Oakbrook Terrace	Grass Surface	
15	Ardmore Ave from Highridge to Madison	Village of Villa Park	Grass Surface	

Attachment D

SCHEDULE OF PRICES

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 of the Contract/Proposal, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below delivered to Owner by the Unit Price set forth below for such Unit Price Item:

	under hand and an		A	B	С
item No.	Description	Unit	Cost Per Unit	Estimated Number of Units	(AxB) Extension
1	Vacuum ExcavationStraight Time	Hour	5776 0	- 160	124160.00
2	Vacuum ExcavationOvertime	Hour -			13 785 00
3	CA-6 Backfill	Ton	\$ 85,00	200	17.000.00

ONE HUNDRED FIFTY FOUR THOUSAWA

TOTAL OF COLUMNS C ITEMS 1-3 NILL HUMONAL FORTY FILL Dollars and ZERO Cents (in writing) (in writing) <u>154945</u> Dollars and <u>60</u> Cents (in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- 1. All prices stated in this Schedule of Prices are firm and shall not be subject to escalation or change:
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in this Schedule of Prices, 2 and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released:
- 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in this Schedule of Prices;
- 4. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item delivered to Owner in full compliance with the Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- 5. Any items of Work not specifically listed or referred to in this Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

Signature of Bidder or Authorized Agent Printed Name: JAMES E. WELLING Title/Position: ASST SECRETARY / CHIEF ESTIMATOR

Attachment E

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this _____ day of _____, 2015

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By:

John F. Spatz, Jr. General Manager

DUPAGE WATER COMMISSION

REQUEST FOR PROPOSALS

OWNER:

DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

VACUUM EXCAVATION SERVICES

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., July 27, 2015.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

The "Contract Documents" shall be deemed to include this Request for Proposals and the "Contract/Proposal" attached hereto and incorporated herein as Exhibit "A" together with Attachments A through E attached thereto and incorporated therein. The "Work" shall be for "Vacuum Excavation" which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment D. All proposals shall be dated on page 4 of the Contract/Proposal form and shall be signed by an authorized official, including page 5 of the Contract/Proposal form and the Schedule of Prices attached to the Contract/Proposal form as Attachment D. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Ed Kazmierczak, Pipeline Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:30 PM.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, in accordance with Article VIII, Section 5 of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment E. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 29th day of June 2015.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr. General Manager

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING Pipeline DEPARTMENT
ITEM	Authorization For the Purchase of a Hydrovac Tow-Behind Trailer	APPROVAL CARD Do sol
Account No:	01-60-685600	

Ordinance O-2-15, adopted by the Board at the April 16, 2015 Commission meeting, approved a Management Budget for Fiscal Year 2015-2016 which included the purchase of a Hydrovac Tow Behind Trailer in the budgeted amount of \$85,000.00.

To best suit the Commission's needs, it was determined that the proposed Hydrovac Tow Behind Trailer must have the ability to: be operated by one person; be within a certain weight range that even when fully loaded with spoils; could be towed by vehicles currently in the Commission's fleet; and would have the capability of not only performing routine maintenance work such as manhole cleaning, but could also perform some of the same functions as larger, more expensive trailer mounted vacuum excavators.

Hydrovac Tow Behind Trailers meeting these general needs, as well as being similar in cost, specifications, and operating features, are offered by Ditch Witch and Ring-O-Matic. Excavation. Demonstrations of both units were scheduled and witnessed in order to see how well each unit would perform under identical soil backfill conditions like those typically found over Commission water mains.

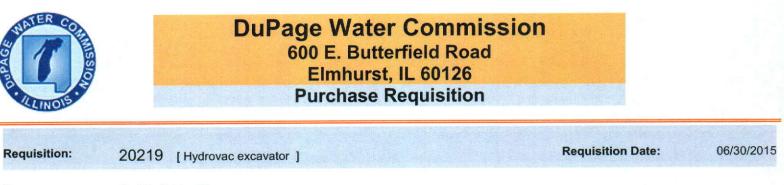
During the test demo, the Hydrovac unit offered by Ditch Witch was only capable of hydroexcavating a 12-inch diameter hole to a depth of approximately 2 feet below grade in a 30 minute period of time. In addition, the unit's base price was approximately \$5,700.00 dollars higher, and it provided less in the way of standard equipment than the Ring-O-Matic unit. For those reasons, no further purchase consideration was given to the Ditch Witch unit at the conclusion of its demonstration.

The Hydrovac unit offered by Ring-O-Matic consistently demonstrated the ability to hydrovac a 12-inch diameter hole to depths in excess of 5 feet and in less time. The unit has a lower base price and offers more standard equipment than the Ditch Witch. Because of its superior performance and cost advantage, Staff is requesting to purchase the Ring-O-Matic unit.

Ring-O-Matic is a participating vendor with a local government cooperative purchasing body called HGAC (Houston Galveston Area Council) Buy. LF George Inc., located in Waukesha Wi., is an authorized Ring-O-Matic dealer and his price quote is consistent with the cost of the machine as listed in the HGAC Buy Contract Number SC01-15.

Staff is requesting approval authorization for Purchase Requisition No. 20219 to LF George Inc. in the amount of \$39,412.00 per the attached quote.

MOTION: To authorize Purchase Requisition No. 20219 in the amount of \$39,412.00 to LF George, Inc.



Status:U [Unfinished]For Store:DIST-SYS [Distribution System Maintenace and Repair]Originator:301-0013 [EDWARD KAZMIERCZAK]

DuPage Water / Supplier Part No.

Line Task	Due date	Quantity	UOM	Units	Unit Price	Total
1 Account: From Supplier:	6/30/15 01-60-68560 LFGEORGE	1 0/2016 INC [LFGEORGE INC	1		\$39,412.00	\$39,412.00 USD

Total

39,412.00 USD

Approver:

Date approved:

Requisition Comments:

Line 1Unit cost established per local government cooperative purchasing contract with HGAC BUY. (Houston Galveston Area Council Buy)