



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, OCTOBER 15, 2015**  
**6:00 P.M.**

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

## COMMITTEE MEMBERS

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

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

**RECOMMENDED MOTION: To approve the Minutes of the September 17, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-29-15: A Resolution Awarding a Contract to Furnish 60" Resilient Seat Flanged Butterfly Valves (Crispin Valve - \$87,746.00)**
- V. **R-31-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 (John Neri Construction Co., Inc. - \$1,475.00)**
- VI. **R-32-15: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-7/15) (No Cost Component For This Action)**
- VII. **R-33-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (WAO No. 21 – Divane Bros. Electric Co. – Estimated Cost - \$21,500.00)**
- VIII. Old Business
- IX. Other
- X. Adjournment

Agendas\Engineering\2015\Eng1510.docx

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.

**DRAFT**

**MINUTES OF A MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DUPAGE WATER COMMISSION  
HELD ON THURSDAY, SEPTEMBER 17, 2015  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order at 6:00 P.M.

Committee members in attendance: D. Loftus, R. Furstenau (arrived at 6:05 p.m.), F. Saverino, M. Scheck and J. Zay

Committee members absent: None

Also in attendance: C. Bostick, T. McGhee, J. Schori and M. Weed.

Commissioner Scheck moved to approve the Minutes of the August 20, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverion and passed as follows:

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

Nays: None

Absent: R. Furstenau

Facilities Construction Supervisor Bostick provided an oral report of the Status of Operations reports from July and August 2015:

Regarding Operations Maintenance, Facilities Construction Supervisor Bostick advised the Committee the roofing replacement at the DuPage Pumping Station is about 80% complete.

Facilities Construction Supervisor Bostick advised the Committee that a Request for Board Action (RFBA) appears on the agenda to authorize the replacement of the Vibration Monitors for the High Lift Pumps at the DuPage Pumping Station. Facilities Construction Supervisor Bostick further advised the Committee that the current monitoring system is from original construction, is now obsolete and was an action item of the 2014 Condition Assessment and also included in the approved FY 2015/2016 Management Budget.

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 is complete at Tanksite #2 with filling, bacteriological sampling and start-up scheduled for the week of 9/21. Facilities Construction Supervisor Bostick further advised the Committee the Contractor has nearly completed the Tanksite #4W exterior painting; with project completion as reported by the Contractor, anticipated in late September.

## Engineering Committee Minutes 09/17/2015

Facilities Construction Supervisor Bostick advised the Committee that R-26-15 appears on the agenda seeking authorization to bid the next phase of the Standpipe Rehabilitation for Tank Sites Nos. 1 and 4 East, explaining that bidding will tentatively take place during the months of October through December of 2015 with tentative award of contract in early 2016 and work commencing at the onset of FY-2016/2017. Chairman Loftus requested a copy of the bid package for his review and comment prior to its release.

Facilities Construction Supervisor Bostick advised the Committee the Contractor for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation has completed the concrete stair replacements at the Dupage Pumping Station and hatch demolition and replacement anticipated in October. Facilities Construction Supervisor Bostick further advised the Committee the Condition assessment of the reservoirs will run concurrent with construction activities.

Regarding R-28-15, Facilities Construction Supervisor Bostick advised the Committee that Staff is recommending award of a contract to the lowest responsible bidder for the Masonry, Concrete Parapet and Railing Rehabilitation Work. Facilities Construction Supervisor Bostick advised the Committee the lowest dollar bidder failed to provide the minimally specified bonding and with the advise of the Commission's legal counsel it was recommended that the contract be awarded to the to the lowest responsible bidder; Manusos General Contracting, Inc. in the amount of \$259,000.00. Chairman Loftus inquired as to the disparity of the Condition Assessment's estimate and the bid amount. Facilities Construction Supervisor Bostick advised the Committee that the Condition assessment estimates are planning level estimates and are based on worse case scenario costs; in this instance, no additional engineering was required and therefore no Engineer's Opinion of Probable Cost was available; and, that during the preliminary budget discussions, General Manager Spatz advised the Board that Staff anticipated a reduced amount of work on this project with substantially reduced anticipated cost. Chairman Loftus suggested that the Condition Assessment be revisited as the planning estimates provided within greatly impact the Capital Project funding requirements and the budget as a whole.

Regarding R-25-15, Facilities Construction Supervisor Bostick advised the Committee the resolution is seeking approval to extend the contract with AT&T to continue providing service for the Commission's back-up telemetry communication system. Operations Manager McGhee advised the Committee that continuing the service is by far the most economical and reliable means to communicate compared to previously researched alternatives.

Facilities Construction Supervisor Bostick advised the Committee that The Commission is currently seeking bids for the purchase of two (2) 60-inch diameter butterfly valves, with proposals due on September 21<sup>st</sup>. Facilities Construction Supervisor Bostick further advised the valves are intended to replace malfunctioning transmission system valves and the valves are included in the FY-2015/2016 Management Budget and the replacement work is included in the Commission's Five-Year Capital Improvement Plan.

Chairman Loftus inquired with the Committee if there were any questions regarding the Status of Operations report or action items. Hearing none, Commissioner Furstenau moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Scheck and passed unanimously as follows:

Engineering Committee Minutes 09/17/2015

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.

Hearing none, Commissioner Scheck moved to adjourn the meeting at 6:20 P.M. Motion seconded by Commissioner Furstenau and passed unanimously as follows:

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

Nays: None

Absent: None


SP2013/MINUTES/ENGINEERING/2015/ENG150917.doc



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Terry McGhee   
Manager of Water Operations

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

DATE: October 8, 2015

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of September were a total of 2.346 billion gallons. This represents an average day demand of 78.2 million gallons per day (MGD), which is higher than the September 2014 average day demand of 74.6 MGD. The maximum day demand was 90.0 MGD on September 3, 2015, which is higher than the September 2014 maximum day demand of 80.7 MGD. The minimum day flow was 69.2 MGD.

The Commission's recorded total precipitation for the month of September was 4.64 inches compared to 2.71 inches for September 2014. The level of Lake Michigan for September 2015 is 579.72 (Feet IGLD 1985) compared to 579.11 (Feet IGLD 1985) for September 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.

## **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. Tank Site #2 in Glendale Heights is back in operation with minor punch list items being attended to. Painting of the exterior of Tank Site 4 West on 75<sup>th</sup> Street is complete with interior priming and painting scheduled to be completed by the end of October. The Engineer and Staff continue working on the developing the bid documents for the FY-15/16 painting project.

No change: Staff and the Contractor are working towards setting the schedule for the DPPS Reservoir hatch/vent work. The schedule will be formalized once a firm delivery date is received for the hatches.

Staff and AECOM are working on the schedule and details of the Condition Assessment of the DPPS Reservoirs and Stormwater Detention Tank to coincide with the DPPS Reservoir hatch and vent work.

### **DuPage Pumping Station**

Masonry, Concrete Parapet and Railing Rehabilitation Work at the Generator Facility Buildings is underway with selective railing demolition having been performed.

## **Instrumentation / Remote Facilities Overview**

Resolution R-32-15 appears on the agenda requesting authorization to advertise for bids for Quick Response Electrical Work (Contract QRE-7/15). The current QRE-6/12 contract expires in December.

Resolution R-33-15 also appears on the agenda requesting authorization of two Work Authorization Orders: QRE-6.021 for selective instrumentation work related to the Reservoir Hatch and Vent replacement project.

### **Meter Shop**

The Annual Customer Meter Calibration program is about %15 complete.

## **Wireless Data Project**

Staff is receiving proposals to install wireless access points in and around the DuPage Pumping Station to enable efficient access to the Commission's LAN for use with the Infor EAM mobile program and other Commission web-based applications. Another benefit of the wireless system is reducing cellular data costs for Commission supplied smart terminals. Once the all proposals are received a recommendation will be made as to which vendor to select.

## 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.

Pavement repair and manhole frame and lid replacement work is ongoing and is expected to be completed by the end of October.

Vacuum excavation work is ongoing and expected to be completed by the end of October.

Resolution R-29-15 appears on the agenda recommending the award of a contract to Crispin Valve to furnish and deliver two (2) 60-inch diameter butterfly valves. Staff's intention is to eventually replace the malfunctioning valves via Quick Response Contract QR-10/13. This work has been included in the Commission's Five-Year Capital Improvement Plan.

Resolution R-31-15 appears on the agenda as a request to ratify Quick Response Contract QR-10/13 Work Authorization Order #11. This WAO is for assistance in taking delivery of large diameter steel pipe as the Commission does not own equipment capable of moving materials of this size.

### OCTOBER 2015 COMMISSION AGENDA ITEMS:

- R-29-15:** A Resolution Awarding a Contract to Furnish 60" Resilient Seat Flanged Butterfly Valves (**Crispin Valve - \$87,746.00**)
- R-31-15:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 (**John Neri Construction Co., Inc. - \$1,475.00**)
- R-32-15:** A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-7/15) (**No Cost Component For This Action**)
- R-33-15:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (**WAO No. 21 – Divane Bros. Electric Co. – Estimated Cost - \$21,500.00**)

### Attachments

1. DuPage Laboratory Bench Sheets for September, 2015
2. Water Sales Analysis 01-September-2009 to 30-September-2015
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR SEPTEMBER 2015

LEXINGTON SUPPLY

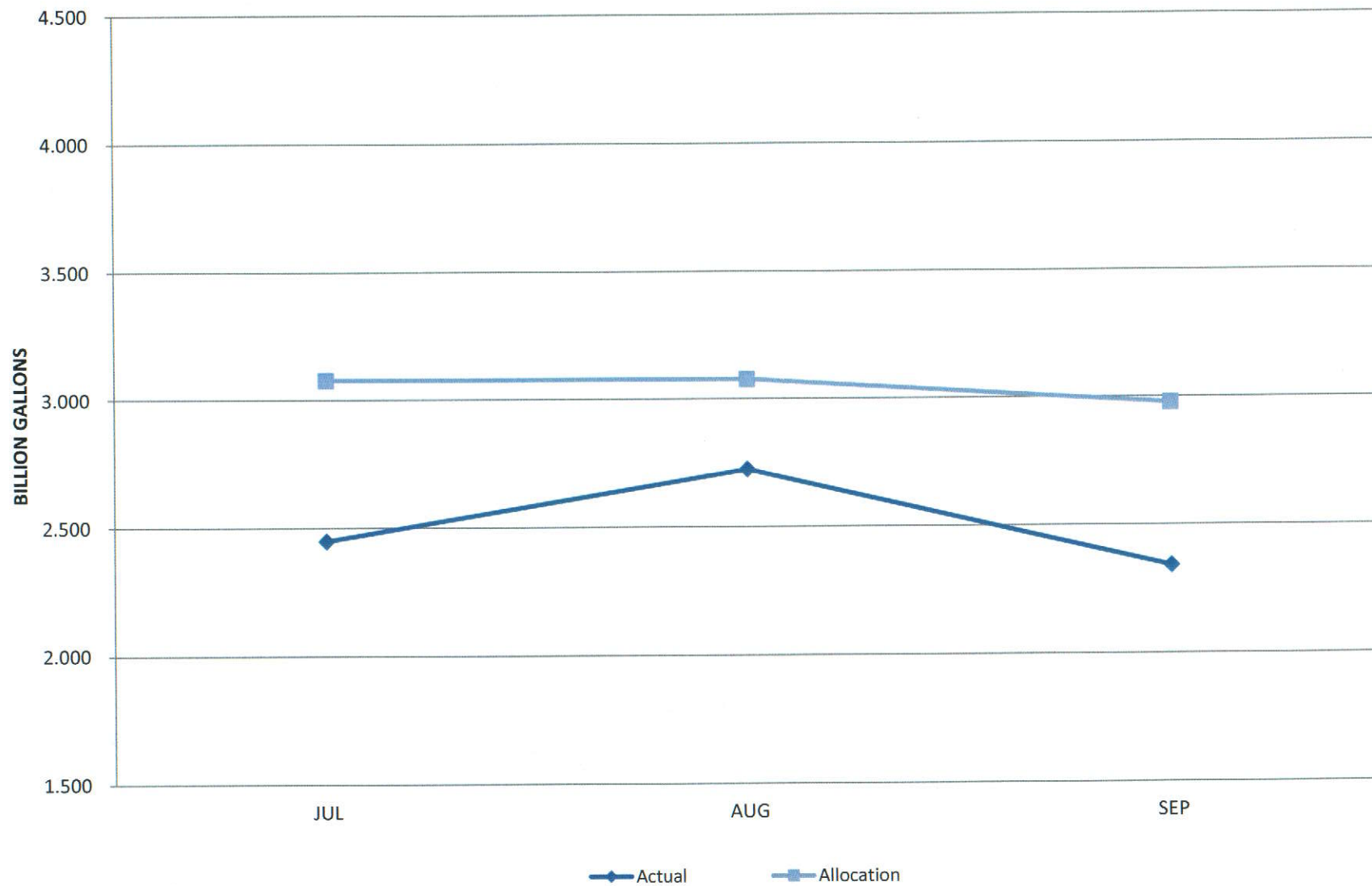
DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.86	0.08	0.54	0.90	0.08	72	7.7	1.0	0.52	0	CT
2	0.86	0.08	0.54	0.91	0.08	72	7.6	1.0	0.56	0	RC
3	0.88	0.09	0.55	0.90	0.09	72	7.6	1.0	0.52	0	CT
4	0.88	0.08	0.57	0.91	0.08	72	7.7	1.1	0.55	0	RC
5	0.90	0.08	0.53	0.89	0.09	71	7.6	1.0	0.54	0	AM
6	0.87	0.08	0.56	0.87	0.09	71	7.7	1.1	0.52	0	AM
7	0.88	0.08	0.55	0.90	0.09	70	7.7	1.1	0.53	0	KD
8	0.87	0.08	0.58	0.91	0.09	70	7.7	1.0	0.54	0	AM
9	0.86	0.10	0.59	0.90	0.08	71	7.7	1.1	0.55	0	AM
10	0.87	0.10	0.59	0.91	0.08	70	7.7	1.1	0.56	0	AM
11	0.87	0.10	0.55	0.92	0.09	70	7.7	1.1	0.52	0	AM
12	0.89	0.08	0.58	0.90	0.08	70	7.7	1.0	0.54	0	AM
13	0.89	0.10	0.58	0.91	0.08	70	7.7	1.0	0.52	0	KD
14	0.86	0.08	0.56	0.90	0.09	70	7.7	1.1	0.52	0	AM
15	0.88	0.10	0.52	0.91	0.08	70	7.7	1.1	0.52	0	AM
16	0.89	0.10	0.59	0.92	0.08	70	7.7	1.1	0.58	0	KD
17	0.87	0.08	0.57	0.91	0.09	70	7.7	1.1	0.55	0	KD
18	0.88	0.08	0.56	0.89	0.09	69	7.7	1.2	0.55	0	KD
19	0.86	0.08	0.59	0.89	0.08	69	7.7	1.1	0.59	0	AM
20	0.91	0.08	0.57	0.92	0.08	69	7.7	1.0	0.57	0	AM
21	0.90	0.08	0.59	0.92	0.09	70	7.7	1.0	0.58	0	KD
22	0.89	0.08	0.56	0.92	0.09	70	7.7	1.0	0.55	0	KD
23	0.87	0.08	0.57	0.90	0.08	70	7.7	1.0	0.55	0	AM
24	0.89	0.09	0.55	0.91	0.09	70	7.7	1.1	0.55	0	AM
25	0.88	0.09	0.54	0.91	0.09	70	7.6	1.1	0.55	0	AM
26	0.86	0.08	0.55	0.90	0.09	70	7.7	1.1	0.54	0	KD
27	0.88	0.10	0.56	0.89	0.09	70	7.7	1.0	0.56	0	KD
28	0.87	0.08	0.59	0.90	0.09	70	7.6	1.1	0.57	0	AM
29	0.87	0.09	0.58	0.90	0.09	70	7.6	1.1	0.56	0	AM
30	0.87	0.08	0.58	0.89	0.09	71	7.7	1.1	0.55	0	KD
31										0	
AVG	0.88	0.09	0.56	0.90	0.09	70	7.7	1.1	0.55	0	
MAX	0.91	0.10	0.59	0.92	0.09	72	7.7	1.2	0.59	0	
MIN	0.86	0.08	0.52	0.87	0.08	69	7.6	1.0	0.52	0	

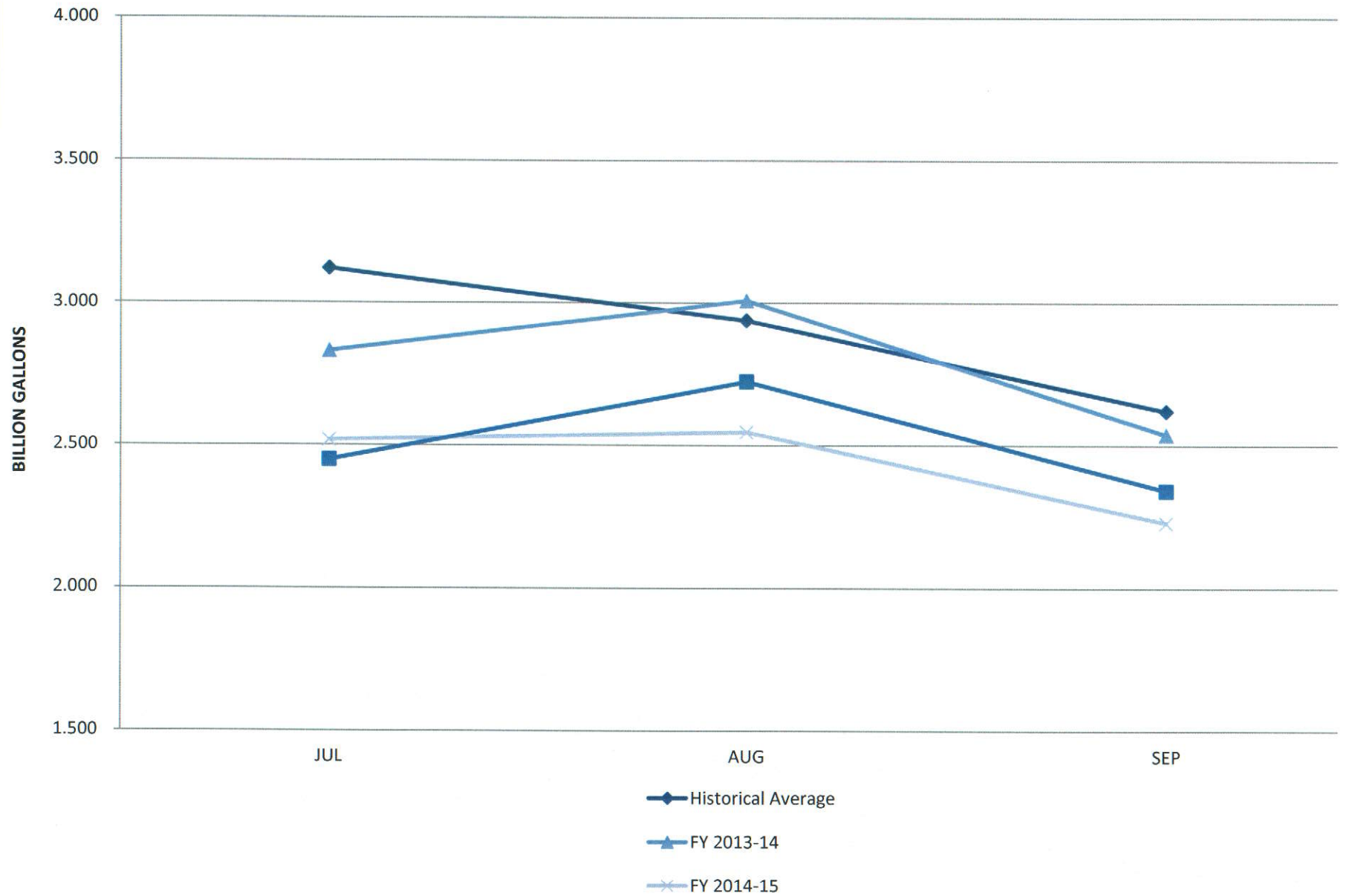
  
Terrance McGhee  
Manager of Water Operations



## DU PAGE WATER COMMISSION SALES FY 2015-16 VS. ALLOCATION

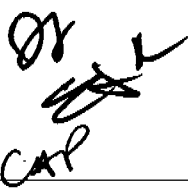


# DU PAGE WATER COMMISSION SALES FY 2015-16, 2014-15 & 2013-14 VS. HISTORICAL AVERAGE



DATE: October 8, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline								
<b>ITEM</b>	A Resolution Awarding a Contract to Furnish 60 " Resilient Seat Flanged Butterfly Valves  Resolution No. R-29-15	<b>APPROVAL</b> 									
Account No: 01-60-771000											
<p>Certain butterfly valves installed during the initial construction of the Commission's distribution system have been prone to leak a significant amount of water through the valve body when the valve disc is in the fully closed position. This problem is experienced primarily on valves over 48 inches in diameter and may be due, in part, to a particular type of valve seat.</p>											
<p>Evidence of the valves not completely closing becomes apparent during repair work requiring shutdown and isolation of a section of main. The failure of these valves to completely close results in the continuous flow of water to the work site which complicates repair efforts and results in additional time, labor, equipment, and cost.</p>											
<p>To date, Staff is aware of two 60 inch valves that, when closed, are passing water to the extent that in situ repair methods are no longer cost effective and if undertaken would most likely yield unsatisfactory results. For these reasons, Staff is requesting to purchase two new 60 inch resilient seat flanged butterfly valves. Installation of the valves, and associated costs, will be performed at later dates pursuant to forthcoming Board authorized Contract QR-10/13 Work Authorization Orders. Once removed, the existing valves will be delivered to the Commission's storage facility for a condition assessment and consideration for factory refurbishment.</p>											
<p>The Commission solicited bids to furnish resilient seat flanged butterfly valves by direct invitation, posting on its website, and by advertising on two separate occasions in the <i>Chicago Tribune</i> and <i>The Daily Herald</i>. Sealed bids were received until 1:00 p.m., local time, September 21, 2015, at which time all bids were publicly opened and read aloud. Out of 10 requests for bids, four bids were received and the results of those bids are listed in the table below:</p>											
<table border="1"> <tr> <td data-bbox="237 1539 857 1581">Val-Matic Valve &amp; Mfg. Corp.</td> <td data-bbox="857 1539 1468 1581">\$73,180.00</td> </tr> <tr> <td data-bbox="237 1581 857 1623">Crispin Valve</td> <td data-bbox="857 1581 1468 1623">\$87,746.00</td> </tr> <tr> <td data-bbox="237 1623 857 1665">HD Supply Waterworks</td> <td data-bbox="857 1623 1468 1665">\$123,000.00</td> </tr> <tr> <td data-bbox="237 1665 857 1686">Butterfly Valves &amp; Controls</td> <td data-bbox="857 1665 1468 1686">\$156,468.00</td> </tr> </table>				Val-Matic Valve & Mfg. Corp.	\$73,180.00	Crispin Valve	\$87,746.00	HD Supply Waterworks	\$123,000.00	Butterfly Valves & Controls	\$156,468.00
Val-Matic Valve & Mfg. Corp.	\$73,180.00										
Crispin Valve	\$87,746.00										
HD Supply Waterworks	\$123,000.00										
Butterfly Valves & Controls	\$156,468.00										
<p>Of the four bids received, only the valve submitted by Crispin Valve has a seat in body design as specified in the Request for Bids. Therefore, Staff is requesting approval of Resolution No. R-29-15, awarding a Contract to Furnish 60 inch Resilient Seat Flanged Butterfly Valves to Crispin Valve for the unit prices set forth in its bid proposal initialing totaling \$87,746.00.</p>											
<p><b>MOTION:</b> To adopt Resolution No. R-29-15.</p>											

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-29-15

A RESOLUTION AWARDING A CONTRACT TO FURNISH 60 INCH RESILIENT SEAT  
FLANGED BUTTERFLY VALVES

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 60 Inch Resilient Seat Flanged Butterfly Valves; and

WHEREAS, sealed proposals to Furnish 60 Inch Resilient Seat Flanged Butterfly Valves were received on September 21, 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 Crispin Valve 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:

SECTION ONE: 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 60 Inch Resilient Seat Flanged Butterfly Valves to Crispin Valve in accordance with its Bid dated September 17, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "B" 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 Bids dated August 31, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "A". The compensation to be paid pursuant to the Contract/Proposal incorporated herein as Exhibit "B" shall be limited to the unit prices quoted therein.

SECTION THREE: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "B", 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.

Resolution No. R-29-15

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/2015/R-29-15.docx

EXHIBIT A

DUPAGE WATER COMMISSION

REQUEST FOR BIDS

August 31, 2015

The DuPage Water Commission will receive sealed bids for:

TWO (2) 60" Resilient Seat Flanged Butterfly Valves

TO BE SUBMITTED TO THE GENERAL MANAGER, DUPAGE WATER COMMISSION, 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126-4642, BEFORE 1:00 P.M., MONDAY, September 21, 2015.

INSTRUCTIONS TO BIDDERS

All bids submitted must be made substantially as shown under BID PROPOSAL and shall be complete with a price for each and every item named. All bids must be signed by an authorized official. The Commission reserves the right to make clarifications, corrections, or changes in specification at any time prior to the time bids are opened so long as all bidders or prospective bidders are informed of said clarifications, corrections or changes in specifications.

Bids 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. All exceptions to the specifications shall be noted on a separate page titled "Exceptions to Specifications," and shall be attached to the bid.

Bids received after the specified time will be returned unopened.

Standard Provisions

All bids submitted shall be accompanied by written copies of any and all warranties and any documents required to be executed by the Commission in the event the proposal is accepted.

Delivery of Bids

Bids may be delivered by mail or in person. Each bid shall be submitted in a sealed envelope plainly marked "60" Butterfly Valves." If forwarded by mail, the bid shall be placed in an envelope addressed to the General Manager, DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642. If forwarded otherwise than by mail, it must be sealed and delivered to the General Manager.

Opening of Bids

Bids will be publicly opened and read at the time and place specified in the bid notice. Bidders, their authorized agents and interested parties are invited to be present.

Acceptance of Bids

The Commission reserves the right to accept the bid which, in its judgement, is the best and most favorable to the interests of the Commission and to the public; to reject the low bid, to accept any item of any bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to bidders; and to waive irregularities and informalities in any bid submitted or in the request for bid process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their bid.

## 60" Resilient Seat Butterfly Valves

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, price, standard purchase terms and warranties, reputation and expertise.

A Bid Deposit of 5% of the bid amount is required with the bid submittal and is to be in the form of a bid bond, certified check or bank cashier's check. The successful bidder will be required to furnish to the Commission and pay for a satisfactory performance bond in the full amount of the contract.

No bid shall be withdrawn for a period of sixty (60) days after the opening of any bid.

The Commission shall notify the successful Bidder of the acceptance of its bid by the transmission of the Acceptance in the form attached hereto.

NOTE: Any questions regarding this Request for Bids should be directed to Edward J. Kazmierczak at (630) 834-0100, between the hours of 8:00 a.m. and 3:30 p.m.

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



EXHIBIT B

## 60" Resilient Seat Butterfly Valves

### BID PROPOSAL

#### PROPOSAL FOR:

PROVIDING TWO (2) NEW 60" Resilient Seat Flanged Butterfly Valves

The undersigned proposes and agrees that if this proposal is accepted, the undersigned will provide the following equipment, upon the terms, specifications and conditions contained in this bid proposal, together with the Commission's notification of acceptance and Purchase Order as hereafter set forth.

#### TIME OF PAYMENT

Final payment will be made following the delivery to the Commission, review of the equipment (as detailed in the specifications), and acceptance of the equipment as being correctly constructed in accordance with the specifications.

#### PURCHASING SPECIFICATIONS:

##### Two (2) New 60" Resilient Seat Butterfly Valves

#### 1.1 QUALITY ASSURANCE - Manufacturer's Qualifications:

- A. Valves and appurtenances provided under this Specification shall be the standard product in regular production by manufacturers whose products have proven reliable in similar service for at least five (5) years.
- B. Insofar as possible all valves of the same specific type shall be the product of one (1) manufacturer.

#### 1.2 SUBMITTALS

Submit shop drawings and product data under the following requirements:

- A. Identify variations from this specification and product or system limitations that may be detrimental to successful performance of the completed work.
- B. Apply signed stamp certifying review and verification of product requirements and dimensions.
- C. Revise and resubmit submittals as required, identifying all changes made since previous submittal.
- D. Valve Manufacturer Submittals: Submit for review detailed drawings, data and descriptive literature on valves , including:
  - 1. Dimensions.
  - 2. Size.

## 60" Resilient Seat Butterfly Valves

3. Materials of construction.
  4. Weight.
  5. Protective coating.
  6. Actuator weight.
  7. Calculations for actuator torque where applicable.
  8. Actuators.
  9. Number of turns from closed to full open.
- E. **Manufacturer's Certifications:** Submit manufacturer's certificates of compliance with ANSI, AWWA and other Standards listed herein.

### 1.3 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data.
- B. Include installation instruction, assembly views, lubrication instructions, and replacement parts list.
- C. Submit a detailed operation and maintenance manual for all valves and appurtenances provided under this Section, including the following information:
  1. Product name and number.
  2. Name, address and telephone number of manufacturer and local distributor.
  3. Instruction bulletins for operation, maintenance and recalibration.
  4. Complete parts and recommended spare parts lists.

### 1.4 GENERAL

- A. Valves 4" and larger equipped with flanged joints shall be in conformance with the current ANSI B16.1, "Cast Iron Pipe Flanges and Flanged Fittings", Class 125 drilling. Valves with steel flanges shall comply with AWWA C207, Class D.

### 1.5 BUTTERFLY VALVES (FOR WATER SERVICE, C504, 3-inch through 72-inch)

## 60" Resilient Seat Butterfly Valves

- A. Butterfly Valves furnished under this section shall be of the tight-closing, rubber-seat type conforming to the American Water Works Association Standard C504, latest edition.
- B. Valves shall be designed for buried exposed or submerged service with potable or raw water and shall comply with the whole of the AWWA C504 Standard, except as specified under these specifications and the options, stipulations or modifications as indicated.

The references as listed hereafter have the same numerical designation as shown in AWWA C504, of the Forward Section III.A.

- 1. Standard to be used: AWWA C504 Standard for Rubber-Seated Butterfly Valves, latest edition.
- 2. Compliance with NSF 61 is required for all parts in contact with finished water.
- 3. Size of Valve: As indicated on the Drawings or in the bidding documents.
- 4. Quantity required: As indicated in the contract documents.
- 5. Type of body: Flanged short body unless shown differently on the drawings and/or as specified elsewhere in these specifications.
- 6. Minimum valve classification shall be Class 150B.
- 7. Maximum non-shock shutoff pressure and maximum non-shock line pressure is 150 psi.
- 8. Flow through valve:
  - a. Under normal conditions - < 6 FPS
  - b. Maximum flow condition - 16 FPS
- 9. The following information is required from the valve manufacturer:
  - a. Valve port diameter
  - b. Number of turns from open to close and reverse for manual actuators.
  - c. Assembled weight of the valve, actuator and bonnet extension. Individual weights of valve and actuator are also required.
  - d. Valve torque calculation.
  - e. Cavitation coefficients.

## 60" Resilient Seat Butterfly Valves

- f. Preferred flow direction.
  - g. Valve and actuator component materials.
  - h. Detailed dimensions.
  - i. Actuator manufacturer, model and torque capacity.
  - j. Interior and exterior coating materials.
  - k. Clearance for valve disc for full operation.
  - l. Disc position verses flow coefficient, Cv, curve.
10. Materials:
- a. Valve Bodies: Gray iron conforming to ASTM A126, Class B or ductile iron conforming to ASTM A536, Grade 65-45-12.
  - b. Valve Shafts: Valve shafts shall be turned round and polished and shall be constructed of Type 304 or Type 316 stainless steel. The shaft shall be connected to the disc by means of solid, smooth stainless steel taper or dowel pins. Pins shall be made from stainless steel materials that will not gall to the shaft.
  - c. Valve Discs: Ductile iron conforming to ASTM A536, Grade 65-45-12.
  - d. Valve Seat: Epoxy injected seats are not allowed. Valve seats shall be EPDM or Buna-N and shall be on the body. The valve seat shall be a tongue-and groove design with a primary hub seal and a molded flange O-ring suitable for weld-neck and slip-on flanges. The seat shall totally encapsulate the body isolating the body from the line media and no flange gaskets shall be required.
  - e. Protective Coating: Interior and exterior surfaces shall be shop coated with a fusion bonded coating (minimum 16 mils DFT) in accordance with AWWA C550.
  - f. Valve and Actuator Exterior Bolts: All exterior bolts, (not including flange bolts), nuts and washers shall be Type 316 stainless steel.
  - g. Interior Fasteners: All valve interior fasteners shall be Type 316 stainless steel.
11. Type of installation: Valves shall be for buried service 5 to 15 feet in depth.
12. Actuator type and service conditions:

## 60" Resilient Seat Butterfly Valves

- a. Type: All valves shall be provided with manual actuators.
  - b. Service: Open/Close.
13. Manual Actuators:
- a. Actuators shall be designed, manufactured and tested in accordance with AWWA Standards C504 and C516.
  - b. Valve actuators shall be sized based on pipeline velocity of 12 feet per second and unidirectional service.
  - c. Manual actuators shall be worm-gear with a 2" AWWA square nut, (handwheel, chainwheel) suitable for buried and submerged service.
  - d. Actuator shall be equipped with adjustable mechanical stops limiting valve disc travel in the open and close directions.
  - e. The actuator housing shall be fully sealed and constructed of ASTM A48 Class 40 gray iron or ASTM A536 Grade 65-45-12 ductile iron. All fasteners shall be stainless steel, Type 316.
  - f. Actuator housings shall be fully sealed; 90% grease packed and designed to withstand 23 feet of water submersion.
  - g. Actuators shall have a minimum safety factor of 1.5 of the actuator rated torque capacity to the maximum torque required by the valve.
  - h. Actuators shall be capable of withstanding 450 foot-pounds of torque against the stops without damage to any parts of the actuator or valve.
  - i. Provide sealed bonnet/stem extensions on direct bury installations where actuators are placed in a manhole or vault. Sealed bonnets/stem extensions shall be a minimum of 48" in length.
  - j. Actuator housing shall be coated with an epoxy conforming to AWWA C550 with a minimum dry film thickness of 8 mils.
  - k. Worm-gear actuators shall be as manufactured by EIM or Limatorque. Substitutions not allowed.
  - l. Actuators shall be mounted and installed by the valve manufacturer.
  - m. Valves shall turn counterclockwise, or to left, to open.

## 60" Resilient Seat Butterfly Valves

14. Affidavit of compliance with AWWA C541 or C542 not required unless specified elsewhere.
15. Flow coefficient, Cv, shall be calculated per AWWA Manual M49.
16. Valve disc position versus flow coefficient curve is required.
17. Shop Inspection:  
  
The owner reserves the right to examine the valve manufacturing and/or assembly facilities at any time during normal business hours with a minimum of 72 hours' notice.
18. Maximum total pressure during transient condition is 250 psi. There shall not be any structural failure and/or visible deformation in the valve body, disc, shaft or end plates. There shall be no leakage through the joints and/or shaft seals.
19. Water Temperature: 33°F to 80°F
20. Leakage test in both directions is required with supplied actuator attached.
21. Provide maximum headloss data for each size and class of valve.
22. Anticipated Excessive Chemical Exposure:  
  
Chlorine will be applied to the piping system for disinfection purposes. Chlorine will be applied in concentrations from 25 to 100 mg/l for periods ranging from 1 to 24 hours during the disinfection period. The cycle may be repeated several times until testing indicates the absence of coliform bacteria.
23. Flat faced flanges are specified.
24. The Owner reserves the right to witness shop testing of any or all valves at the manufacturer's facility. The manufacturer shall give the Owner 21 days' notice prior to date of testing and testing duration to allow for travel scheduling. The valves/actuator assembly shall be pre-tested by the manufacturer prior to the arrival of the Owner. If the valve(s) fails the Owner witnessed test, the manufacturer shall reimburse the Owner for all costs associated with the failed test.
25. Test records as included in AWWA C504 shall be provided.
26. Non-standard End Connections: Not used.
27. Valve(s) will not be operated more than once per month.
28. Stuffing box not required

## 60" Resilient Seat Butterfly Valves

29. Shaft Seals: Self compensating V-type packing. Petroleum based products are not present at the site.
30. Protective Coatings per AWWA C550 and holiday testing is not required.
31. The valve manufacturer shall provide a signed affidavit of compliance that the provisions of AWWA C504 and C550 have been met.

### 1.6 PAINTING

- A. Valves and specialties shall be painted in accordance with applicable AWWA Standard Specifications.

### 1.7 TESTING

- A. All valves shall be given hydrostatic shop pressure test in accordance with applicable AWWA standard specified. The valves shall be tested, first by applying the hydrostatic pressure with the valve open, and then with the valve closed. The valves shall be tight and secure under the test pressure.
- B. Hydrostatic testing to conform to AWWA C504 except as modified below:
  - 1) Install actuator prior to hydrostatic testing. Test actuator to verify actual number of turns match manufacturer's published number of turns. Verify valve stops are in correct positions.
  - 2) Open and close valve prior to performing shell test and prior to each leakage test.
  - 3) When tested with water, adequately dry seat and disc.
  - 4) Pressure Gauges: Calibrated within past 12 months; 0-500 psi range in increments of 5 psi; present calibration certificates prior to hydrostatic testing.
  - 5) During shop testing, the valve shall be operated two times prior to each leakage test. Each valve shall be leakage tested at 150 psi in both directions. The disc shall be operated two times between each leakage test. If the valve leaks, the seat shall be adjusted, operated two times and leakage tested again until there is no leakage in either direction and no adjustments to the seat.
  - 6) 300 ft-lbs of torque shall be applied to the operating nut at the full closed and full opened positions without failure to demonstrate compliance these specifications.



## 60" Resilient Seat Butterfly Valves

End of Section

### PROPOSAL DELIVERY AND PRICE:

FOR PROVIDING TWO (2) NEW 60" Resilient Seat Flanged Butterfly Valves, as per specification (F.O.B. Commission offices in Elmhurst, Illinois) \*Please see attached quote #6705

FOR A TOTAL CONTRACT PRICE OF \$ 81,450.00 for Extended Bonnet Adder if Needed.

The undersigned agrees to deliver the aforesaid equipment as per specifications and in accordance with the Commission's notification of acceptance and Purchase Order. Delivery shall be within one hundred twenty (120) days of notification of acceptance.

The undersigned represents and warrants that the Bidder's Certificate attached hereto is true and correct at the time of execution and will remain true and correct until and through payment.

The undersigned acknowledges that the Commission is not subject to state sales and use tax, and warrants that such taxes have not been included in the prices set forth above. The prices shall be interpreted as being full compensation, including, but not limited to, overhead and profit, shipping, all applicable federal, state and local taxes, insurance, inspection costs, permit fees or license fees.

The prices stated herein are firm and shall not be subject to escalation provided the Commission accepts this bid within sixty (60) days after the date any bids are opened.

The undersigned represents and warrants that the prices quoted and the warranties to be provided are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities, and in the event of any price reduction, between acceptance of this proposal and delivery of the vehicle or vehicles or extended warranty coverage, the Commission shall be entitled to such reduction in price or extended warranty coverage.

The undersigned acknowledges that if this proposal is accepted, the warranties attached to this bid shall be in addition to all warranties contained under the law. In addition, all materials furnished under this Bid Proposal shall be guaranteed by the undersigned against defects failure improper performance and non-compliance with the specifications for a period of one (1) year after acceptance of the equipment under this Bid Proposal, unless other extended warranties are noted in the specifications which may provide for additional coverage. During the guarantee period, the undersigned shall repair and replace, at his own expense, when so ordered by the Commission, all equipment that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment or materials furnished. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

If this bid is accepted, the undersigned agrees that payment for the equipment delivered shall not be deemed an acceptance thereof and shall only be deemed accepted when it has been inspected and tested by the Commission and found to be in conformity herewith. Prior to final payment by the Commission, the undersigned shall submit final waivers of lien covering all labor, material, equipment, services and so forth, if applicable.

It is also expressly understood and agreed that the DuPage Water Commission reserves the right to reject any or all bids.

## 60" Resilient Seat Butterfly Valves

Any items not specifically listed or referred to 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.

The undersigned acknowledges that it shall be the responsibility of the Bidders to thoroughly read and understand the information, instructions and specifications enclosed herein or issued as addendum. Bidders are expected to fully inform themselves as to the conditions and requirements of services to be provided. Failure to do so is at the Bidder's own risk. No plea of error or ignorance by the Bidder of the conditions that exist, or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for failing to verify the requirements of the Commission. The Commission will assume that submission of a bid means that the Bidder has familiarized itself with the conditions and requirements, and intends to comply with them unless specifically noted otherwise.

The undersigned shall arrange with the Commission for a mutually agreeable time and date to deliver the equipment to the Commission's designated delivery location. Upon delivery of the equipment, the Commission and the undersigned shall jointly inspect the equipment to assure that all ordered equipment and options are properly installed and fully functioning. Should any items be omitted during this inspection, the Commission shall notify the undersigned as soon as they are discovered and the undersigned shall repair or modify the equipment, at no cost to the Commission, in order to add the missing and/or malfunctioning components.

60" Resilient Seat Butterfly Valves

~~IF AN INDIVIDUAL~~

~~Longhand signature of Bidder \_\_\_\_\_  
Doing business as \_\_\_\_\_  
Business Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Tel. \_\_\_\_\_~~

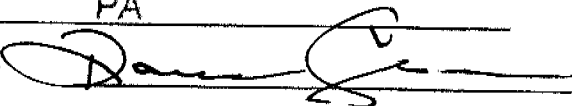
~~IF A PARTNERSHIP~~

~~Name of Firm \_\_\_\_\_  
By \_\_\_\_\_ (Longhand Signature)  
Business Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Tel. \_\_\_\_\_  
Names and Addresses of All Firm Members  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

IF A CORPORATION

Corporate Name Crispin Valve

A Corporation in the State of PA

Signed by 

Darren Crispin Pres/CEO  
(Also Print Name Here)

Corporate Seal:

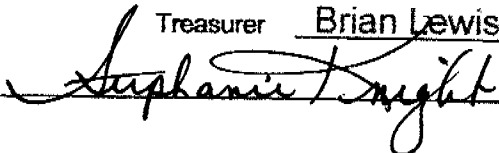
Business Address 600 Fowler Ave

City Berwick State PA Zip 18603 Tel. 570-752-4524

Names of Officers: President Darren Crispin

Secretary Stephanie Knight

Treasurer Brian Lewis

Attest  (Secretary)

60" Resilient Seat Butterfly Valves

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF )

BIDDER'S CERTIFICATION

Darren Crispin, being fully duly sworn on oath deposes and states that all statements made herein are made on behalf of the Bidder that this deponent is authorized to make them, and the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred by law from contracting with the Commission or with any other unit of state or local government 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 also deposes, states and certifies that 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.

DATED: September 17, 2015

Attest/Witness:

Crispin Valve  
Bidder

By: Stephanie L. Knight  
Title: Secretary

By: Darren Crispin  
Title: Pres/CEO

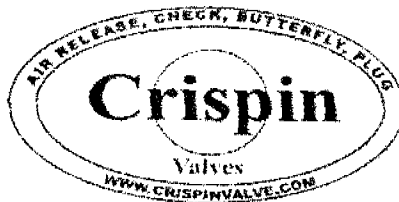
SUBSCRIBED AND SWORN to  
before me this 17 day  
of September 2015.

Stephanie L. Knight  
NOTARY PUBLIC

My Commission Expires:  
02-12-2019

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
(SEAL)  
Stephanie L. Knight, Notary Public  
Salem Twp., Luzerne County  
My Commission Expires Feb. 12, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

K-Flo Valves  
 A Division of Crispin Valve  
 PO Box 411  
 600 Fowler Ave



**Quote Number: 6705**

Phone: 570-752-4524  
 Fax: 570-752-4962

Page: 1 of 1

**Quote**

<p><b>Quote To:</b>          John Spatz, Jr.          DuPage Water Commission          600 East Butterfield Road          Elmhurst IL 60126-4642          USA</p>	<p><b>Date:</b> 9/17/2015   <b>Expires:</b> 11/20/2015   <b>Sales Person:</b> Mark Acker</p>
---	--

John,

Here is the price you requested for the 60" butterfly valve bid. Price is your Net cost. Please note that we are taking exception to the disc pin type and seat design. If needed, a 4 ft. extended bonnet is an additional \$3,148.00 per valve. Witnessing of valve tests is welcome; however, all associated expenses are the responsibility of others.

FOB: Berwick, PA  
 Prepaid & Allowed

Shipment: Estimated 22-26 weeks, ARO.

Crispin Valve Standard Terms and Conditions apply to this quote.

US Dollars

Line	Part Number	Description	Rev	Drawing
1	KK6033	60" Butterfly Valve w/ BN K-Flo Butterfly Valve from Crispin, Mode# KK6033, 60" ANSI Class 125 Flanged, AWWA C504 Class 150B, Cast Iron Body, Ductile Iron Disc w/ 316 Stainless Steel Disc Edge, 304 Stainless Steel Shaft, (WSR01) Buna-N Body Seat, PTFE Impregnated Adjustable Packing, Bi-directional seat test, 316 stainless steel hardware, 16 mils Fusion Bonded Epoxy on Interior & Exterior, Worm Gear Manual Actuator w/ 2" Nut for Buried Service.	CONV	
		<b>Quantity</b>	<b>Unit Price</b>	<b>Disc %</b>
		2.00EA	40,725.00 /1	
				<b>Net Price</b>
				\$ 81,450.00

**Quote Total**

\$ 81,450.00

g  
 QuotForm:001:00



**Submittal Data Sheet**

Page 1 of 1

Date: 9/17/15

DuPage Water Commission  
 600 EAST Butterfield RD  
 Elmhurst, IL  
 60126-4642

PO #: NA  
 Contract #: NA  
 Fact SO #: TBD  
 Rev. #: 0

Factory Item	Cust. Item	Qty	Description	Part No.
1	1	2	Crispin/K-Flo 60" AWWA C504 CL 150B Flanged Butterfly Valve w/ Manual Worm Gear and 2" Nut for Buried Service	KK6033
Style:	473		AWWA Butterfly Valve 24"-168" - Flanged - 150B	
Size:	60		60 Inch	
End Connection:	Flg - 150		Flanged Drilling; ANSI 125/150	
Body Material:	DI		Ductile iron ASTM 536 GR. 65-45-12	
Packing:	Pack-B		PTFE; Self Adjusting & Buna-N (Nitrile), D2000	
Seat Material:	Buna		BUNA - N (nitrile), D2000	
Service Class:	150B		AWWA Class 150B	
Disc:	DI		Ductile Iron with 316 Stainless Steel Edge	
Shaft:	304		Type 304 Stainless Steel, ASTM A276	
Paint:	SK-134-16		16 mils (+4/-2) minimum of Scotchkote 134 Fusion Bonded Epoxy on Interior and Exterior	
Act Type:	LIM-WG-07		Limitorque Manual Worm Gear for Buried Service, Model # WG-07-1SD-B	
Accessories:				
Accessories:				
Accessories:				

**SPECIAL FEATURES**

316 B/N	316ss Exterior Bolts/Nuts
Bi-Test	Bi-Directional Seat Test

**RELATED DOCUMENTS**

NSF 61 UL Certification  
 Tnemec Series 141 Pota-Pox Specification Data Sheets  
 Crispin/K-Flo Standard Terms and Warranty  
 Letter of Compliance with AWWA C504

**SPEC EXCEPTIONS**

We take Exception to the following specification requirements:

*None*

## 60" Resilient Seat Butterfly Valves

### ACCEPTANCE

The Bid Proposal attached hereto and by this reference incorporated herein and made a part hereof for providing the Two (2) 60" Resilient Seat Flanged Butterfly Valves, is hereby accepted by the order of the DuPage Water Commission ("Owner") this \_\_\_\_ day of October, 2015.

This Acceptance, together with the Bid Proposal and Owner's Purchase Order No. **[P.O. NUMBER]** attached hereto, constitutes the entire and only agreement between the parties relating to the purchase of the equipment 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

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the October 15, 2015, DuPage Water Commission Meeting</p> <p>Resolution No. R-31-15</p>	<b>APPROVAL</b>	

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-31-15 would approve the following Work Authorization Orders under the Quick Response Contracts.

**Work Authorization Order No. 011 to John Neri Construction Co., Inc.** This work was authorized and completed prior to board approval in order to expedite the delivery of steel replacement pipe to the Commission's Material Storage Facility.

The Board approved the purchase of steel pipe pursuant to R-23-15, A Resolution Awarding a Contract to Furnish and Deliver Steel Pipe, at the August 20, 2015 Commission meeting. On September 29, 2015, the pipe manufacture advised Staff that the pipe had been manufactured and was ready to be shipped. Staff in turn contacted the Commission's QR-10/13 contractors and requested cost estimates for offloading the pipe.

The results of those estimates are listed in the table below.

John Neri Construction Co Inc.	\$1,475.00
Rossi Contractors Inc.	\$5,000.00

Approval of Resolution R-31-15 would ratify Work Authorization Order Number 011 for the work necessary to offload and place within designated storage areas of the Commission's Material Storage Facility; one 20 foot length of 60" diameter steel water main pipe; and two 20 foot lengths of 24" diameter steel water main pipe.

**MOTION:** To adopt Resolution No. R-31-15.



## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-31-15

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-10/13 AT THE  
October 15, 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:

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

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

Resolution No. R-31-15

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-31-15.docx

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-10/13: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-10.011**

**LOCATION:**

DuPage Water Commission's Material Storage Facility.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

Provide all labor and equipment necessary to offload and place for storage; 1-20 foot length of 60" diameter steel water main pipe and, 2-20 foot lengths of 24" diameter steel water main pipe within designated areas of the Commission's Material Storage Facility.

**REASON FOR WORK:**

To take delivery of steel replacement pipe.

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

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

IS  IS NOT PRIORITY WORK

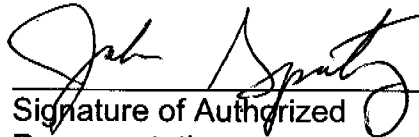
**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED: N/A**

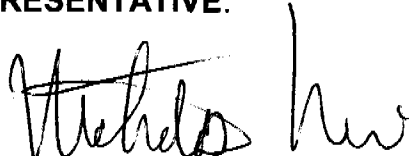
SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By:   
Signature of Authorized Representative

DATE: 10/2/15

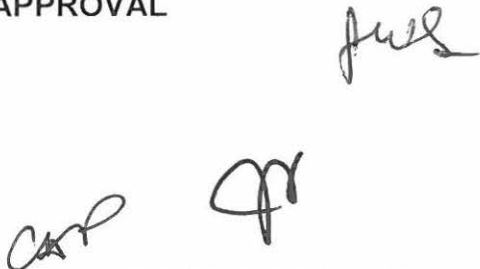
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:   
Signature of Authorized Representative

Safety Rep: Anthony Neri 630 514-1778  
Name and 24-Hr Phone No.

DATE: 10-2-15

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-7/15)  Resolution No. R-32-15	<b>APPROVAL</b>  	
Account Number: 01-60-656000 and 01-60-663300			
<p>The Commission entered into agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-6/12). Contract QRE-6/12 expires December 31, 2015, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-32-15 would authorize the advertisement for bids on Contract QRE-7/15 for quick response electrical work through December 31, 2017, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.</p>			
<b>MOTION:</b> To approve Resolution No. R-32-15.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-32-15

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR  
QUICK RESPONSE ELECTRICAL WORK CONTRACT QRE-7/15  
AT THE OCTOBER 15, 2015, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Quick Response Electrical Contract — QRE-7/15" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Invitation for Bids" attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "General Instructions to Bidders" substantially in the form attached hereto as Exhibit B and by this reference incorporated herein and made a part hereof.

SECTION FOUR: Awarding of Contracts. The Commission will award one or more Contracts to a bidder or bidders whose proposal is found to be in the best interests of the Commission. The bidder(s) who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

Resolution No. R-32-15

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance bonds shall be subject to the requirements set forth under the subheading "Bonds" in the Invitation for Bids attached hereto as Exhibit A.

SECTION SIX: Effective Date. 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

EXHIBIT A



**DuPAGE WATER COMMISSION  
QUICK RESPONSE ELECTRICAL CONTRACT  
Contract QRE-7/15**

1. **Invitation to Bid**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, November 24, 2015, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein: the Invitation for Bids; the General Instructions to Bidders; the Work Authorization Order(s), if any; the General Conditions of Contract; the Specifications, and the Contract Drawings, if any; the Bidder's Proposal, including the Work History Statement; and the Contract Agreement. The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling. Please contact Jenessa Rodriguez or Veronica Butler at (630) 834-0100, weekdays between 7:30am and 4:30pm to obtain a bid package. Questions may be directed to John Schori at (630) 834-0100 weekdays between 7:00am and 3:30pm.

3. **Bid Security, Bonds and Insurance**

Each Bidder's Proposal shall be accompanied by a bid security of at least \$25,000 as specified in the Contract Documents. The successful bidder(s) will be required to furnish Bonds and Certificates and Policies of Insurance in accordance with the Contract Documents at the Closing.

4. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidders and/or their representatives shall be held at Owner's office listed above on November 10, 2015, at 10:00 a.m. All prospective Bidders and/or their representatives are strongly encouraged to attend the pre-bid conference.

5. **Prevailing Wage**

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

DATED this 19th day of October, 2015.

DuPAGE WATER COMMISSION

By: /s/ John Spatz  
General Manager

EXHIBIT B

# GENERAL INSTRUCTIONS TO BIDDERS

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>	<u>Section</u>	<u>Page</u>
1. Introductory Information; Examination of Contract Documents	III-1	11. Public Opening of Proposals	III-6
2. Interpretation of Contract Documents	III-2	12. Confidentiality	III-6
3. Prevailing Wages	III-3	13. Qualification of Bidders	III-7
4. Taxes	III-3	14. Disqualification of Bidders	III-8
5. Preparation of Bidder's Proposal	III-3	15. Award of Contract	III-9
6. Requirements for Signing Proposals	III-4	16. Effective Date of Award	III-10
7. Bid Security	III-5	17. Penalty for Collusion	III-10
8. Surety and Insurance Commitments	III-5	18. Closing	III-10
9. Filing of Proposal	III-6	19. Failure to Close	III-11
10. Withdrawal of Proposal	III-6	20. Time of Starting and Completion	III-11
		21. Non-Discrimination	III-12

### **1. Introductory Information; Examination of Contract Documents**

(a) The Commission. The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, who delivers the water to the Commission in the City of Chicago, and the water is then transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's Waterworks System is included as an Appendix to the Contract Documents.

(b) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Work Authorization Order(s), if any, the General Conditions of Contract, Specifications and the Contract Drawings, if any, the Bidder's Proposal, including the Work History Statement, and the Contract Agreement, all as may be modified by Addenda, and all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the



availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(c) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(d) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(e) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

## 2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to

the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

### 3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

### 4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

Any other applicable taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.), shall be incidental to, and included within, the rates and fees stated in proposals.

### 5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.



Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

## 6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) Individuals. Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) Partnerships. Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) Corporations. Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: \_\_\_\_\_." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.

- (d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

## 7. **Bid Security**

(a) Requirement; Deficiencies. A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Twenty-Five Thousand Dollars (\$25,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds. Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the preceding sentence, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) Return of Bid Securities. Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) Liquidated Damages. If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

## 8. **Surety and Insurance Commitments**



Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus or better and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute a Performance Bond and a Labor and Material Payment Bond, each in the penal sum of Fifty Thousand Dollars (\$50,000.00) in the form included with the Contract Documents upon award of the Contract to the bidder.
- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of sixty (60) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the sixty (60) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the sixtieth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.



11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. **Qualification of Bidders**

(a) **Factors.** Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) **Most Favorable Bidders.** A preliminary determination as to eligibility of up to three bidders (herein referred to as “the most favorable bidder(s)”) who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission’s prior experience with the bidders, the Commission’s knowledge of the bidders’ performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission’s right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

For purposes of making such a preliminary determination and no other purpose, the dollar amount of the bids shall be calculated based upon the applicable rates and fees set forth in each Bidder’s Proposal for theoretical projects based on the actual annual average of the last four years of QRE work, and does not predict the amount of

work for the future. The non-emergency project costing \$50,000 before markup and an emergency project costing \$10,000 before markup, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, and Z, where:

“W” equals NEA + NEB + NEC

<u>NON-EMERGENCY WORK</u>	<u>4YR AVRG T &amp; M COST</u>	<u>BID MARKUP</u>	<u>AMOUNT</u>
LABOR	24,500.00	A _____ %	NEA _____
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	20,900.00	B _____ %	NEB _____
OWNED & RENTED EQUIPMENT	4,600.00	C _____ %	NEC _____
Total NEA + NEB + NEC			<b>W</b> _____

“X” equals ET + ED

<u>EMERGENCY WORK</u>	<u>4YR AVRG T &amp; M COST</u>	<u>BID MARKUP</u>	<u>AMOUNT</u>
LABOR	5,400.00	A _____ %	EA _____
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	2,600.00	B _____ %	EB _____
OWNED & RENTED EQUIPMENT	2,000.00	C _____ %	EC _____
Total EA + EB + EC			ET _____
Multiply ET by D		D _____ %	ED _____
Total			<b>X</b> _____

and “Z” equals F

INSURANCE AND BONDS

	<u>YEARLY UNITS</u>	<u>BID RATE</u>	<u>AMOUNT</u>
INSURANCE AND BONDS FOR SINGLE YEAR	1	F _____	Z _____
<b>TOTAL</b>	<b>W + X + Z</b>		_____

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

#### 14. **Disqualification of Bidders**

(a) More Than One Proposal. More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) Collusion. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.



If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. **Award of Contract**

(a) **Reservation of Rights.** The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) **Offers.** All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) **Time of Award.** It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. **Effective Date of Award**

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

17. **Penalty for Collusion**

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, collided with any other party or parties, then the successful bidder and its sureties shall be liable to the

Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

**18. Closing**

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within fourteen (14) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

**19. Failure to Close**

(a) Annulment of Award. Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) Subsequent Awards. Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

**20. Time of Starting and Completion**



(a) Commencement. Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) Completion. Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Emergency Work," of the Bidder's Proposal.



(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

## 21. Non-Discrimination

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.*, and the provisions of 775 ILCS 10/1 *et seq.* as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part hereof.

DATE: October 8, 2015

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Instrumentation/ Remote Facilities
<b>ITEM</b> A Resolution Approving and Ratifying Certain Work Authorizing Orders Under Quick Response Electrical Contract QRE-6/12 at the October 15, 2015, DuPage Water Commission Meeting  Resolution No. R-33-15	<b>APPROVAL</b>    

Account Numbers: 01-60-721800 (\$21,500.00)

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 as needed through the issuance of Work Authorization Orders. Resolution No. R-33-15 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

**Work Authorization Order No. 021:** This Work Authorization is to Divane Bros. Electric Co. to do the following work on the Commission's Reservoir:

Parts A, B, & C: Install Commission provided wireless system to monitor the security status of the new reservoir hatches and wire into existing security system.

Part D: Install new conduit path for west side reservoir fence security wiring. Existing conduit path will be abandon during the new reservoir hatch project.

Part E: Install new stain-less steel enclosure and conduit for Commission provided new float switches into new enclosure. Existing conduit path from float switches will be abandon during the new reservoir hatch project and the enclosure needs to be replaced. Float switches are for high and low monitoring of the reservoir level.

Both QRE contractors came on site to see the proposed work along with receiving a draft copy of the Work Authorization Order to provide estimates for the various parts, see table below.

QRE Contractor	Parts A, B, & C	Part D	Part E	Total
Divane	\$12,100.00	\$3,200.00	\$6,200.00	\$21,500.00
McWilliams	\$17,620.00	\$4,180.00	\$4,660.00	\$26,460.00

The total cost for this work is estimated to not exceed \$21,500.00

**MOTION:** To adopt Resolution No. R-33-15.

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-33-15

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12  
AT THE OCTOBER 15, 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:

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



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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

## WORK AUTHORIZATION ORDER

SHEET 1 OF 4

### CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

#### PROJECT: QRE-6.021

#### **LOCATION:**

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

#### **CONTRACTOR:**

Divane Bros. Electric Co.

#### **DESCRIPTION OF WORK:**

##### Part A: Install enclosure and pipe to reservoir hatch security switches

Install owner provided polycarbonate enclosure (12" x 10" x 6") on side of hatch structure. Install owner provided proximity switch inside aluminum hatch and metal target. Run ½" PVC Coated Heavy Wall Conduit (Color Dark Gray) from enclosure through existing sleeve to Liquidtight then to switch. Use two owner provided Link-Seals in each sleeve around conduit. Pull cable from switch through Liquidtight and conduit to enclosure. DWC staff will terminate switch cables in enclosures. DWC staff will assist with enclosure and switch locations.

##### Part B: Install Master radio and pipe to security controller

Install owner provided fiberglass enclosure (16" x 14" x 8") using owner provided pole mount kit for enclosure and contractor provided 2" galvanized pipe and wall mounts on outside of parapet wall of Chlorination Building. Penetrate wall to run 1" rigid galvanized conduit into building to security controller. Pull 20 - 18ga wires and 3 - 14ga wires between master enclosure and security controller. DWC staff will terminate both ends.

##### Part C: Install Repeater radio

Install owner provided fiberglass enclosure (14" x 12" x 8") using owner provided pole mount kit for enclosure and contractor provided 2" galvanized pipe and wall mounts on inside of parapet wall of Influent Building.

##### Part D: Replace conduit path for fence security

Install ¾" PVC Coated Heavy Wall conduit from existing conduit to existing fence controller located inside West Effluent Vault. Hand dig trench across top of effluent vault for conduit. Penetrate parapet wall, run conduit down wall and through wall into vault near controller. Exact path for conduit to be determined. Pull out existing cable and pull through new conduit path to controller. Cap off abandon conduit in vault. DWC staff will terminate cable in controller.

Part E: Install conduits to new S.S. enclosure for float switches

Remove existing S.S. enclosure and replace with new. Install owner provided float switches. Two in each of the northern most center hatches, one for low reservoir level and other for high reservoir level. (DWC will assist in exact vertical locations of floats.) Run ¾" PVC Coated Heavy Wall Conduit from new enclosure through existing sleeves for each of the four floats. Use two customer provided Link-Seals in each sleeve around conduit. Pull float cables into enclosure. Use appropriate strain relief on float cables inside of hatch. DWC staff will terminate float cables in enclosure.

**REASON FOR WORK:**

Reservoir hatches are being replaced and all original poured in-place conduits and recessed J-boxes are being abandoned, because many of them have corroded and deteriorated beyond use.

Part A, B, & C: The DWC provided enclosure contains a radio and battery for wireless communication of the open/close status of hatches into the reservoir. Very little new conduit required by going wireless. Wireless survey indicated this approach will work very reliably.

Part D: Cable for security system on fence passes through the hatch into the effluent vault below. Existing path will be abandon during construction of new hatches.

Part E: Float switches for high and low reservoir level pass through the center hatches. Existing path will be abandon during the construction of the new hatches.

**MINIMUM RESPONSE TIME:**

Parts A: Complete mounting of switches and conduit work inside of new hatches within one week after construction of half of the new hatches on side of reservoir that is drained. Complete the other half on new hatches within one week after construction is completed. DWC Staff will coordinated with QRE contractor.

Parts B, C, and D: Work can begin after approval and be completed before ground freezes, but not to interfere with reservoir hatch and vent construction.

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

- 8 – Fiberglass or polycarbonate enclosures with radio system for Master, Repeater, and Slaves for Hatch locations
- 2 – Pole-mount kits for enclosures
- 4 – Floats for high and low reservoir levels
- 16 – Link-Seals for ½" PVC Coated Heavy Wall Conduit
- 8 – Link-Seals for ¾" PVC Coated Heavy Wall Conduit

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

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

None

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

1. Owner has designated the Reservoir Access areas as Permit Required Confined Space due to limited means of ingress and egress and not designed for occupancy.
2. The Reservoir Hatch openings expose personnel heights greater than 4 feet and open water.
3. The reservoir is a potable water reservoir and care must be taken to maintain sanitary conditions during the work.

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

Existing Conditions:

1. The DuPage Pumping Station Reservoirs were constructed during the period of 1988 - 1992. Record Drawings are available to the Contractor for review.
2. Column spacing in the reservoir is shown on the Record Drawings. The maximum live load on the reservoir roof cannot exceed 8,000 pounds between columns. All construction, including staging of equipment, must abide by this limitation.
3. The existing reservoir has a waterproofing membrane, protection board and an extensive drainage system in the soil directly on top to the reservoir concrete top slab. See record drawings for details. There also exists approximately 1 - 2 feet of soil and native plantings on the top concrete slab. All work and the installation of all equipment on the roof of the reservoir must not disturb, damage or otherwise inhibit this existing membrane system, protection board or drainage system from its designed operation.

Drawings:

1. Contract PSD-1/88 Reservoir Structural and Electrical Record Drawings are available for inspection and copying upon request.

**DuPAGE WATER COMMISSION**

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

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

**CONTRACTOR RECEIPT ACKNOWLEDGED:**

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

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