



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, SEPTEMBER 15, 2016
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 August 18, 2016 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-27-16:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 – Work Authorization Order No. 08 (**McWilliams Electric Co., Inc. – Estimated Cost \$3,550.00**)
- V. **R-28-16:** A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors (**A No Cost Component**)
- VI. **R-29-16:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 – Work Authorization Order No. 09 (**Windy City Electric Co. – Estimated Cost \$21,880.00**)
- VII. **R-30-16:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 – Work Authorization Order No. 10 (**McWilliams Electric Co., Inc. – Estimated Cost \$600.00**)
- VIII. **R-31-16:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 – Work Authorization Order No. 11 (**Windy City Electric Co. – Estimated Cost \$7,985.00**)

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

- IX. **R-32-16:** A Resolution Awarding a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3-Contract SS-8/17 **(Era-Valdivia Contractors, Inc. - \$X,XXX,XXX.00)**
- X. Old Business
- XI. Other
- XII. Adjournment

**MINUTES OF A MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 18, 2016
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

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

Committee members absent: None

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

Commissioner Furstenau moved to approve the Minutes of the June 16, 2016 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck.

All voted aye: Motion passed

Facilities Construction Supervisor Bostick provided an oral summary of the Status of Operations reports dated July 13, 2016 and August 10, 2016:

Regarding R-20-16, Facilities Construction Supervisor Bostick reported that Staff is recommending entering into a 36-month Extended Service Coverage agreement with Patten Power Systems to provide warranty service coverage on the Commission's emergency generators at an estimated cost of \$50,050.00. Facilities Construction Supervisor Bostick advised the Committee the current service agreement, initially provided as part of the purchase of the generators, lapses in April 2017. General Manager Spatz informed the Committee that Patten is the only Caterpillar factory authorized sales and service representative in Northern Illinois.

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 (Roselle) and No. 4 East (Lisle Township) with Era-Valdivia Contractors, Inc. Facilities Construction Supervisor Bostick reported the work is virtually complete at the Roselle site and sand blasting and priming of the exterior the 75th Street site is near completion; The Contract Completion Date is November 4th however the Contractor is optimistic the work, weather permitting, will be complete by mid-September.

Facilities Construction Supervisor Bostick reminded the Committee that Staff will be approaching the Contractor to seek a proposal to complete the standpipe rehabilitation program with a contract for the work at Standpipe No. 3 in Naperville. If the Contractor's proposed cost is reasonable, and if the Commission's legal counsel provides an affirmative opinion, then Staff will bring to the Board, for their consideration, a Request for Board Action to suspend the Commission's bidding requirements, and award the contract directly to Era-Valdivia. After a discussion the consensus of the Committee was to consider a recommendation to waive the Commission's bidding requirements once the proposal is tendered by the Contractor.

Regarding R-25-16, Facilities Construction Supervisor Bostick advised the Committee the resolution is recommending award of a contract to Mertes Contracting Corp. for Masonry Rehabilitation and Window Replacements at the DuPage Pumping Station in the amount of \$286,445.00. Facilities Construction Supervisor Bostick advised the Committee this work stems from the 2014-2015 Condition Assessment and should complete approximately 95% of the brick veneer failures that have occurred since the building was constructed in 1990 and also replaces failing window units with energy efficient window frames and glass.

Regarding R-23-16, Facilities Construction Supervisor Bostick advised the Committee the resolution is requesting ratification of Quick Response Contract QR-10/13, Work Authorization Order (WAO) No. 17. WAO No. 17 required the replacement of a broken gearbox and worm gear at a butterfly valve at Tanksite No. 1 which broke during valve operation. The work was performed by Rossi Contractors at an estimated cost of \$1,900.00.

Regarding R-21-16, Facilities Construction Supervisor Bostick advised the Committee the resolution is requesting approval of Quick Response Electric Contract QRE-7/15, Work Authorization Order (WAO) No. 06 to McWilliams Electric Co. Inc., for the installation of temperature probes at Tank Site Nos. 2 and 4W to monitor the water temperatures at varying levels within the tanks; the temperature probes will assist Staff in determining the uniformity of mixing since the installation of the mixers. This work will be billed on a time and material basis estimated at \$17,700.00.

Chairman Zay entered the meeting at 6:20 P.M.

Regarding R-22-16, Facilities Construction Supervisor Bostick advised the Committee the resolution is requesting approval of Quick Response Electric Contract QRE-7/15, Work Authorization Order (WAO) No. 07 to McWilliams Electric Co. Inc., for the repair of a Cathodic Protection Rectifier damaged by arson in the City of Naperville. General Manager Spatz advised the Committee that the Naperville Police Department has charged an individual with the crime and the Commission may recapture the costs associated with the criminal act. The estimated cost of the work is \$1,500.00.

Facilities Construction Supervisor Bostick advised the Committee a Request for Board Action (RFBA) appears on the agenda as a Change Order to the previously approved QRE-7/15 WAO No. 03. During the work, the Contractor encountered unforeseen conditions and conflicts during the underground excavation which required additional labor and other expense to complete the work. Facilities Construction Supervisor Bostick reported the Change Order increases the project cost from \$40,000.00 to \$49,337.49.

Regarding R-24-16, Facilities Construction Supervisor Bostick advised the Committee the resolution is requesting award of a Unit Price Contract to Corrpro Companies, Inc., in the amount of \$70,795.00 for Vacuum Excavation and Thermite Welding.

Regarding R-26-16, Manager of Water Operations McGhee advised the Committee that Staff is recommending the authorization to allow the General Manager to enter into an agreement with IT Savvy, LLC to perform consulting services in conjunction with the Commission's various Information Technology (IT) systems. Manager of Water

Engineering Committee Minutes 08/18/2016

Operations McGhee advised the Committee that the Commission's IT systems are larger and becoming more complex where in-house Staff is unable keep up with all of the various changing technologies and where outside assistance is necessary to maintain operations.

Chairman Loftus inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Saverino moved to recommend approval of items 2 through 9 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Furstenau.

All voted aye: Motion passed

Chairman Loftus inquired the Committee if there were any other business or items to be discussed. Hearing none, Commissioner Furstenau moved to adjourn the meeting at 6:30 P.M. Motion seconded by Commissioner Scheck.

All voted aye: Motion passed

SP2013/MINUTES/ENGINEERING/2016/ENG16018.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: September 8, 2016

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of August were a total of 2.5 billion gallons. This represents an average day demand of 82.1 million gallons per day (MGD), which is lower than the August 2015 average day demand of 88.0 MGD. The maximum day demand was 99.2 MGD recorded on August 10, 2016, which is lower than the August 2015 maximum day demand of 100.7 MGD. The minimum day flow was 69.9 MGD.

The Commission's recorded total precipitation for the month of August was 4.3 inches compared to 2.2 inches for August 2015. The level of Lake Michigan for August 2016 is 580.1 (Feet IGLD 1985) compared to 579.8 (Feet IGLD 1985) for August of 2015

Water Conservation

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

Operations Maintenance

R-28-16 appears on the agenda seeking authorization for advertisement for bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors to enable Staff to have work performed on the Commission's larger electric motors and ancillary equipment.

Facilities Construction Overview

Storage System Improvements

The Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East (Contract SS-7/16) with Era-Valdivia Contractors, Inc. is ongoing. NO CHANGE: Standpipe No. 1 in Roselle is near complete with the installation of the Fall Protection Systems scheduled for late August. ONGOING: The Contractor continues work at Standpipe No. 4E in Lisle Township by performing sand blasting and prime coating operations. The Contract Completion Date is November 4th.

R-32-16 appears on the agenda to award a contract to Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17).

DuPage Pumping Station

The Masonry Rehabilitation and Window Replacement at the DuPage Pumping Station is underway. Mobilization has commenced to perform the masonry work while the window replacement is still several months away.

Instrumentation / Remote Facilities Overview

The annual customer meter testing program is scheduled to begin at the end of September.

Quick Response Electrical Contract QRE-7/15

Work Authorization Order No. 4, for the installation of a new security system to monitor the reservoir hatches is ongoing.

R-27-16 appears on the agenda to ratify Work Order Authorization No. 8 for the relocation of the ComEd power feed to Remotely Operated Valve 2A in Bensenville. Work on the project was completed prior to Board Approval. This work was undertaken due to Commonwealth Edison's need to move several power poles along Church Road to make way for the installation of a bicycle path.

R-29-16 appears on the agenda to approve Work Order Authorization No. 9. This work order will allow for the conversion of the replacement valve into a Remotely Operated Valve (ROV). The work generally includes: the coring holes in vault wall; installation of conduits and boxes; installation of power, control, and SCADA wiring; installation of fixtures; and the installation of instrumentation.

R-30-16 appears on the agenda to approve Work Order Authorization No. 10 to test the integrity of the fiber optic cable between the Pump Station and the Sodium Hypochlorite building and provide a report. Various communication errors are being experienced and testing of the fiber optic cable is part of the troubleshooting process.

R-31-16 appears on the agenda to approve Work Order Authorization No. 11 to modify the 4" rigid conduit path between the AT&T hand hole and the DuPage Pump Station. After installation of the 4" conduit, ground water infiltrated the Pump Station via the 4" conduit entering at the at-grade hand hole. The modification includes bringing the 4" conduit above grade into a pedestal enclosure which should alleviate the ground water infiltration.

Infor EAM

The Remote Facilities division is converting their preventive maintenance schedule to checklists, which is a function that became available in Infor EAM 11.0. Checklists work well with the Infor Mobile application and are designed to ensure no maintenance items are overlooked. A few minor customizations were needed to set up the work order workflow.

Pipeline Maintenance and Construction Overview

Vacuum Excavation and Thermite Welding work authorized under R-24-16 is tentatively scheduled to begin on September 19th and it should take several weeks to complete.

The transmission main large-diameter valve replacement work is tentatively scheduled as follows: Butterfield Rd. and Fairfield Ave. beginning on or about October 1st with Butterfield Rd. and Marshall Rd. on or about April 1, 2017. The actual start dates will depend on material delivery, system demand, and IDOT permitting.

Staff continues work on cathodic protection test station installations along several transmission main routes.

Staff continues collecting cathodic protection test point data.

SEPTEMBER 2016 COMMISSION AGENDA ITEMS:

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- R-28-16:** A Resolution Directing advertisement for bids on Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors (**A No Cost Component**)
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- R-32-16:** A Resolution Awarding a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3-Contract SS-8/17 (**Era-Valdivia Contractors, Inc. - \$X,XXX,XXX.00**)

Attachments

1. DuPage Laboratory Bench Sheets for August, 2016
2. Water Sales Analysis 01-September-2009 to 31- August -2016
3. DuPage Water Commission Chart Sales Vs. Historical Average
4. DuPage Water Commission Chart Sales Vs. Allocation


<http://sp2013/Status%20of%20Operations/2016/160908.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR AUGUST 2016

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO ₄	FREE CL ₂	TURBIDITY	TEMP	pH	Fluoride	PO ₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	
1	1.00	0.10	0.53	1.00	0.09	69	7.4	0.7	0.57	0	CT
2	0.97	0.09	0.54	1.00	0.09	68	7.5	0.8	0.60	0	CT
3	1.10	0.11	0.56	1.10	0.11	69	7.5	0.7	0.60	0	RC
4	0.98	0.11	0.57	1.10	0.11	69	7.5	0.7	0.59	0	RC
5	1.04	0.10	0.56	1.08	0.11	68	7.5	0.7	0.57	0	RC
6	0.99	0.09	0.57	1.10	0.09	68	7.5	0.8	0.55	0	AM
7	1.00	0.08	0.52	1.11	0.08	67	7.5	0.7	0.53	0	AM
8	0.99	0.08	0.53	1.08	0.09	67	7.5	0.7	0.53	0	KD
9	0.94	0.10	0.58	1.04	0.11	67	7.5	0.7	0.60	0	KD
10	0.97	0.10	0.56	1.05	0.09	67	7.4	0.7	0.56	0	AM
11	0.99	0.12	0.54	1.00	0.11	67	7.4	0.8	0.54	0	AM
12	1.00	0.12	0.52	1.12	0.12	67	7.5	0.7	0.53	0	AM
13	1.00	0.11	0.53	1.13	0.11	66	7.5	0.7	0.55	0	KD
14	1.10	0.08	0.58	1.13	0.09	66	7.5	0.7	0.59	0	KD
15	0.99	0.09	0.56	1.11	0.10	65	7.5	0.7	0.58	0	AM
16	0.97	0.10	0.56	1.00	0.09	65	7.5	0.7	0.58	0	RC
17	1.00	0.10	0.56	1.14	0.09	64	7.5	0.7	0.59	0	KD
18	0.96	0.09	0.55	1.12	0.09	64	7.5	0.7	0.60	0	KD
19	1.00	0.10	0.57	1.00	0.10	64	7.5	0.8	0.59	0	KD
20	0.94	0.09	0.59	1.00	0.11	64	7.4	0.7	0.54	0	AM
21	0.97	0.09	0.58	1.13	0.10	64	7.5	0.7	0.53	0	KD
22	1.01	0.08	0.58	1.10	0.11	64	7.5	0.7	0.60	0	KD
23	1.01	0.10	0.60	1.12	0.10	64	7.5	0.8	0.59	0	KD
24	0.98	0.09	0.57	1.12	0.10	64	7.5	0.7	0.59	0	AM
25	1.00	0.09	0.58	1.00	0.10	64	7.5	0.8	0.57	0	AM
26	1.01	0.08	0.57	1.13	0.11	62	7.5	0.7	0.58	0	AM
27	1.08	0.09	0.57	1.10	0.10	64	7.5	0.7	0.57	0	KD
28	1.08	0.09	0.57	1.14	0.10	63	7.5	0.7	0.59	0	KD
29	1.09	0.08	0.58	1.15	0.10	62	7.4	0.7	0.55	0	AM
30	1.06	0.08	0.59	1.15	0.10	62	7.4	0.7	0.56	0	AM
31	1.00	0.09	0.58	1.14	0.11	61	7.4	0.7	0.57	0	KD
AVG	1.01	0.09	0.56	1.09	0.10	65	7.5	0.7	0.57	0	
MAX	1.10	0.12	0.60	1.15	0.12	69	7.5	0.8	0.60	0	
MIN	0.94	0.08	0.52	1.00	0.08	61	7.4	0.7	0.53	0	


Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

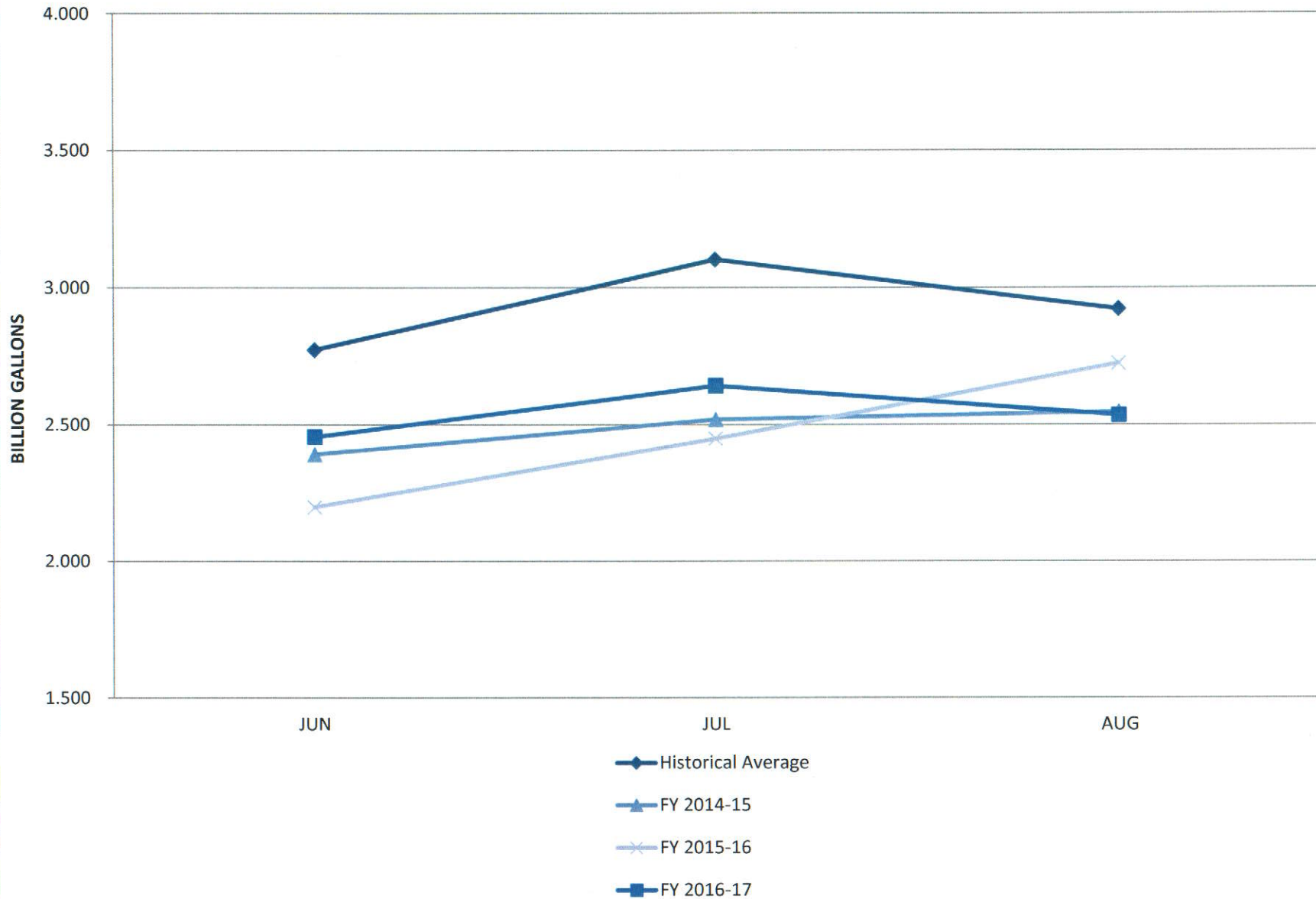
01-May-92 TO 31-Aug-16
PER DAY AVERAGE 79,856,363

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%	97.58%	\$3.32	\$2.882
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%	97.61%	\$3.32	\$2.882
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.316
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079.20	2,069,443	0.10%	97.76%	\$3.97	\$3.316
Mar-14	2,170,575,000	2,234,019,300	97.16%	\$8,617,182.75	\$7,408,008.00	1,202,320	0.05%	97.21%	\$3.97	\$3.316
Apr-14	2,024,459,000	2,086,348,613	97.03%	\$8,037,102.23	\$6,918,332.00	5,230,699	0.25%	97.28%	\$3.97	\$3.316
May-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	498,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	766,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,268,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,854,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
Aug-15	2,723,202,000	2,807,092,033	97.01%	\$13,207,529.70	\$10,703,441.92	1,048,363	0.04%	97.05%	\$4.85	\$3.813
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,580.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	583,984	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
TOTALS (1)	709,843,205,798	729,869,884,423	97.26%	\$1,278,917,211.53	\$1,173,821,378.09	707,071,069	0.10%	97.35%	\$1.80	\$1.608

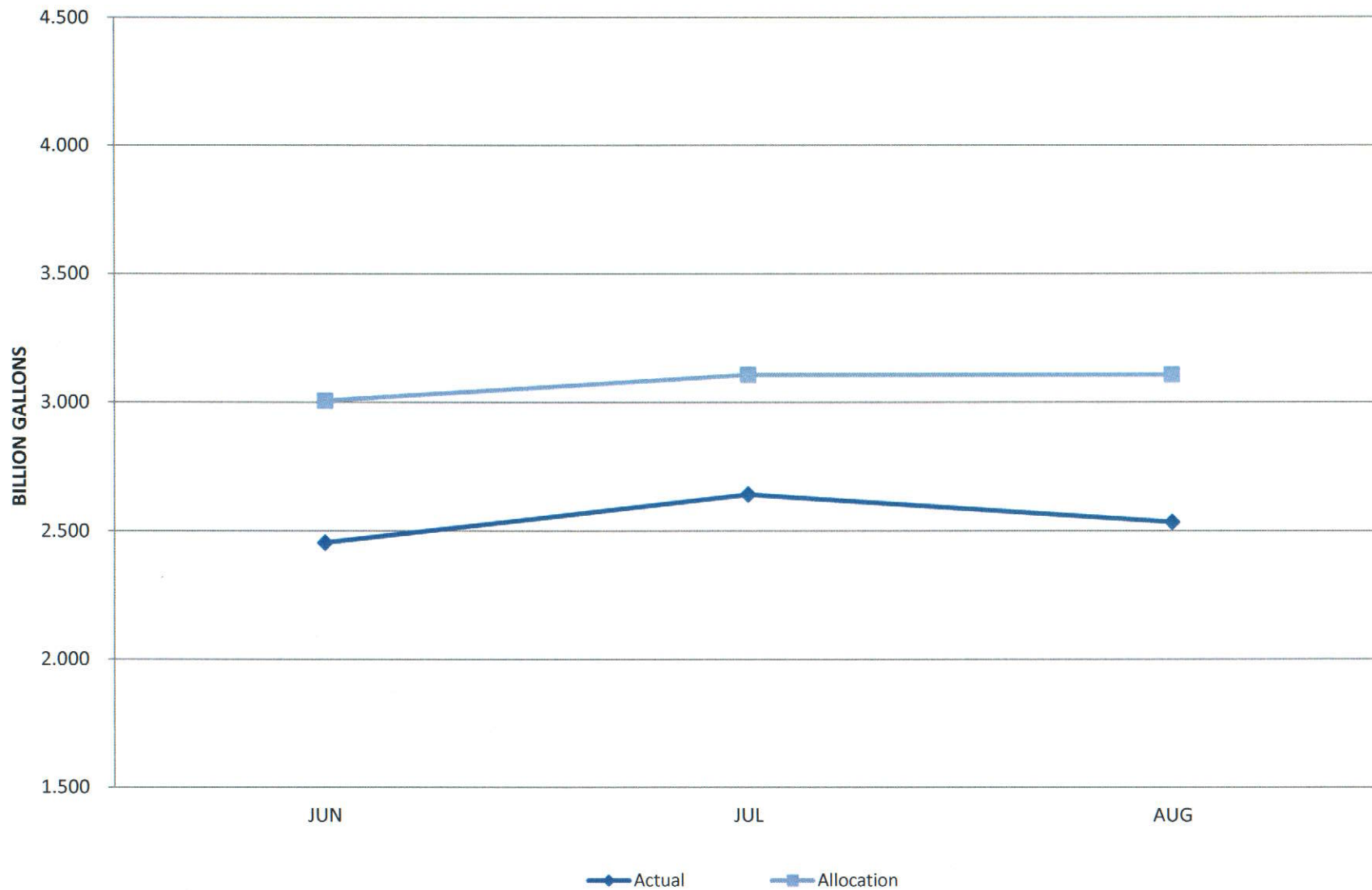
- (1) - SINCE MAY 1, 1992
- (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
- (3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD	Aug-15	Aug-16								
	9,583,632,000	9,878,623,416	97.01%	46,480,615	37,667,191				\$4.85	\$3.813
	9,898,054,000	10,221,581,463	96.83%	47,510,659	38,974,890				\$4.80	\$3.813
	314,422,000	342,958,047		\$1,030,044	\$1,307,699					
	3.3%	3.5%		2.2%	3.5%					
Month	Aug-15	2,723,202,000	2,807,092,033	97.01%	13,207,530	10,703,442			\$4.85	\$3.813
	Aug-16	2,533,936,000	2,608,237,398	97.15%	12,162,893	9,945,209			\$4.80	\$3.813
		(189,266,000)	(198,854,635)		\$ (1,044,637)	\$ (758,233)				
		-7.0%	-7.1%		-7.9%	-7.1%				
Aug>July	(107,615,000)	(136,444,228)		(516,552)	(520,262)					

DU PAGE WATER COMMISSION SALES FY 2016-17, 2015-16 & 2014-15 VS. HISTORICAL AVERAGE





DU PAGE WATER COMMISSION SALES FY 2016-17 VS. ALLOCATION



DATE: September 8, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities						
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the September 15, 2016, DuPage Water Commission Meeting Resolution No. R-27-16	APPROVAL	 						
Account Numbers: 01-60-663300									
<p>The Commission entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-27-16 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 008: This Work Authorization is to McWilliams Electric Co. Inc., and the work completed, prior to board approval and was for the relocation of ComEd power feed to Remotely Operated Valve (ROV2A) in Bensenville. ComEd is moving many of the power poles along Church Road to make room for Bensenville to install a bike path. The power pole that feeds ROV2A is one that was moved.</p>									
<table border="1"><thead><tr><th>QRE Contractor</th><th>Estimated Cost</th></tr></thead><tbody><tr><td>McWilliams Electric Co. Inc.</td><td>\$3,550.00</td></tr><tr><td>Windy City Electric Co.</td><td>\$4,165.00</td></tr></tbody></table>				QRE Contractor	Estimated Cost	McWilliams Electric Co. Inc.	\$3,550.00	Windy City Electric Co.	\$4,165.00
QRE Contractor	Estimated Cost								
McWilliams Electric Co. Inc.	\$3,550.00								
Windy City Electric Co.	\$4,165.00								
The work will be billed at time and material, the cost is estimated to be \$3,550.00.									
MOTION: To adopt Resolution No. R-27-16.									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-27-16

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15
AT THE SEPTEMBER 15, 2016, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-7/15"); and

WHEREAS, Contract QRE-7/15 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 _____, 2016

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-7.008

LOCATION:

Remotely Operated Valve (ROV2A) on Church Rd between Red Oak St. and Crest Ave,
Bensenville

CONTRACTOR:

McWilliams Electric Co. Inc.

DESCRIPTION OF WORK:

Relocate 120/240VAC power feed from original ComEd power pole to new ComEd
power pole

REASON FOR WORK:

ComEd relocated power pole for Bensenville to install a Bike Path

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Contract drawings available upon request.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

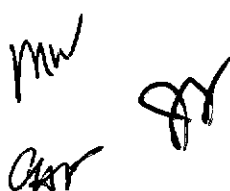
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Operations
ITEM A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors Resolution No. R-28-16	APPROVAL 
<p>Account Number: 01-60-662100</p> <p>R-28-16 appears on the agenda seeking authorization for advertisement for bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors, five (5) horsepower and larger electric motors including ancillary equipment, and would establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p> <p>While the primary focus of the contract would be the Commission's High Lift Pump Motors consisting of two (2) 800 horsepower and seven (7) 1750 horsepower electric motors, from time to time Staff is in need of repairs to smaller motors when it's economically feasible to repair rather than replace.</p> <p>The intent is to receive proposals that include unit prices for parts, material and labor services to be used on an as needed basis for general service and also for emergency service.</p> <p>There is no cost component for this action.</p>	
MOTION: To adopt Resolution No. R-28-16.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-28-16

A RESOLUTION DIRECTING ADVERTISEMENT
FOR BIDS ON A CONTRACT FOR 36-MONTH MAINTENANCE, PARTS AND REPAIR
SERVICE FOR LARGE ELECTRIC MOTORS

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 on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Electric Motors (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 "Request for Proposals" 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 "Delivery of Proposals" attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

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

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bond shall be subject to the requirements set forth under the subheading

Resolution No. R-28-16

“Performance and Payment Bonds” in the Request for Proposals 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 _____, 2016.

Chairman

ATTEST:

Clerk

EXHIBIT A

DuPAGE WATER COMMISSION
REQUEST FOR PROPOSALS

OWNER:

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

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

CONTRACT FOR 36-MONTH MAINTENANCE, PARTS AND REPAIR SERVICE FOR LARGE ELECTRIC MOTORS

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., November 17th, 2016.

INSTRUCTIONS TO BIDDERS

Work Site

DuPage Pumping Station, 600 E. Butterfield Rd., Elmhurst, IL 60126.

The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Request for Proposals as though fully set forth herein: Request for Proposals; Addenda, if issued; Bidder's Contract/Proposal, including all of its Attachments and Appendices, if any; Other Information Submitted by Bidder, if requested; and Owner's Notification of Acceptance.

Inspection and Examination

A copy of the Bid Package may be obtained at the office of Owner as listed above. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective bidder shall, before submitting its proposal, carefully examine the Contract/Proposal form attached to this Request for Proposals. Each bidder shall also inspect in detail the Work Site described in the Contract/Proposal form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract/Proposal; and with all other relevant matters concerning the Work Site and the surrounding area. The bidder whose Contract/ Proposal is accepted will be responsible for all errors in its proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract/Proposal, and the conditions of the Work Site and the surrounding area.

Owner will provide access to the Work Site for such pre-bid inspections from 7:00 a.m. to 2:00 p.m. local time and by appointment only. Contact Owner's Operations Supervisor, Michael Weed, at 630-834-0100, for an appointment

Preparation of Proposals

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

The work furnished under this contract, and all of its components, shall be provided, performed, and completed in compliance with all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Clarifications

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

Delivery of Proposals

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

Opening of Proposals

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

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Withdrawal of Proposals

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

Rejection of Proposals

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

Acceptance of Proposals

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

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

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

DATED this 16th day of September, 2016.

DUPAGE WATER COMMISSION

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

DUPAGE WATER COMMISSION

CONTRACT/PROPOSAL

CONTRACT FOR 36-MONTH MAINTENANCE, PARTS AND REPAIR SERVICE FOR LARGE ELECTRIC MOTORS

Full Name of Bidder _____ ("Bidder")
Principal Office Address _____
Local Office Address _____
Contact Person _____ Telephone Number _____

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

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure all insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

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

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

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

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

Resolution No. R-28-16

2. Contract Price Proposal

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

A. SCHEDULE OF PRICES

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

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

C. VALUE OF WORK

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

1. The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the

applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment A.

2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to Owner upon final acceptance of the Work by Owner.

D. TIME OF PAYMENT

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

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 120 calendar days following the Commencement Date.

4. Financial Assurance

- A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A Minus and a financial size category of Class X or better in Best's Insurance Guide.
- B. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.
- C. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to

Resolution No. R-28-16

have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

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

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

5. Firm Proposal

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

6. Bidder's Representations and Warranties

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

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

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

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

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

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

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

7. Acknowledgments

Resolution No. R-28-16

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

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

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

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

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

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

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

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

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

PROPOSAL

Bidder's Status: () _____ Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal)
(if corporation)

Printed Name: _____

Title/Position: _____

DATED this _____ day of _____, 2015

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

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

NAME	TITLE	ADDRESS

Resolution No. R-28-16

Attachment A

SCHEDULE OF PRICES

[TO BE DEVELOPED]

Attachment B

SCOPE OF WORK

[TO BE DEVELOPED]

Attachment C
SPECIFICATIONS
[TO BE DEVELOPED]

Attachment D

**DRAWINGS
[TO BE DEVELOPED]**

Attachment E

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this ____ day of _____, 2016.

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



DUPAGE WATER COMMISSION

By: _____
John F. Spatz, Jr.
General Manager

DATE: September 8, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
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ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the September 15, 2016, DuPage Water Commission Meeting Resolution No. R-29-16	APPROVAL  
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Account Numbers: 01-60-771000

The Commission entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-29-16 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 009: This Work Authorization is to Windy City Electric Co., to convert new valve vault into a Remotely Operated Valve (ROV) vault.

Part A: Core holes in vault wall and install PVC conduits stubs and grout in place before vault is waterproofed on outside and backfilled.

Part B: Install conduits between Control Cabinet and vault for power, control, and SCADA wires. Install junction boxes, lights, receptacle, and switches in vault. Sump Pump with control float, discharge piping, high level float, and pressure transmitter installed and wired.

QRE Contractor	Part A	Part B	Total
McWilliams Electric Co. Inc.	\$3,250.00	\$20,750.00	\$24,000.00
Windy City Electric Co.	\$3,880.00	\$18,000.00	\$21,880.00

The work will be billed at time and material, the total cost is estimated to be \$21,880.00.

MOTION: To adopt Resolution No. R-29-16.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-29-16

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15
AT THE SEPTEMBER 15, 2016, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-7/15"); and

WHEREAS, Contract QRE-7/15 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 _____, 2016

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-7.009

LOCATION:

Remotely Operated Valve (ROV14B), North side of Butterfield Rd West off Fairfield Ave, Lombard.

CONTRACTOR:

TBD

DESCRIPTION OF WORK:

Convert new valve vault into a Remotely Operated Valve (ROV) vault.

Part A: Core holes in vault wall and install Schedule 80 PVC conduits as stubs and grout in place, see attached drawing for details. (Outside of vault will then be waterproofed before backfilling, by others.)

Part B: Dig trench to install Schedule 80 PVC conduits between existing control cabinet to new vault, attach to stubbed in Schedule 80 PVC conduits through vault wall. On inside of vault install two (2) junction boxes on PVC stubbed in conduits: one for DC circuits and one for AC circuits. Install conduits, fittings, boxes, and wires in vault for: switches, lights, receptacle, junction boxes, disconnects, etc. Wire and test lights, switches, receptacle, disconnects, etc. Run three (3) conduits from junction boxes across ceiling and down to within 6' above valve gearbox. Provide long enough wires through these three conduits to reach the vault floor plus 3'. Others will extend conduits using liquidtight to valve actuator when installed on gearbox. Install and wire sump pump with one (1) control float and discharge piping, see attached Detail A, all piping can be PVC. Dig trench from vault to catch basin at curb on Butterfield Road to install new Schedule 80 PVC discharge piping and connect to PVC stub on outside of vault. Note: The sump discharge piping must have a slight pitch towards the catch basin and be wrapped in #12 trace wire. Test operation of sump pump. Mount and wire high level float to activate about 6" from floor. Mount and wire pressure transmitter, and proximity lid switch. DWC staff will connect water pressure line to transmitter and test. Follow basic detail plans and wire list attached. DWC staff will be available to assist with all wiring terminations and testing. Backfill all trenches and restore landscape to existing condition.

REASON FOR WORK:

The existing valve vault will be replaced during the replacement of a 60" valve. This valve is required to be remotely operated by Operations.

MINIMUM RESPONSE TIME: None

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

- 1 – Sump pump
- 2 – Floats
- 1 – Sump discharge check valve with couplings
- 1 – Pressure transmitter and mounting bracket
- 2 – Light fixtures
- 1 – Proximity lid switch with mounting bracket

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED: None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Owner has designated ROV14B vault as a permit-required confined space.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Detail drawings "A", "D", Vault Layout, and Wiring List.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized Representative



Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

DATE: September 8, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
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ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the September 15, 2016, DuPage Water Commission Meeting Resolution No. R-30-16	APPROVAL  
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Account Numbers: 01-60-663300

The Commission entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-30-16 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 010: This Work Authorization is to McWilliams Electric Co. Inc., to test 12 strands of a fiber optic cable between the Pump Station and the Sodium Hypochlorite building and provide report. Communication errors through the fiber cable are causing the Remote Terminal Unit in the Sodium Hypochlorite building not to function properly.

QRE Contractor	Estimated Cost
McWilliams Electric Co. Inc.	\$600.00
Windy City Electric Co.	\$1,992.00

The work will be billed at time and material, the cost is estimated to be \$600.00.

MOTION: To adopt Resolution No. R-30-16.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-30-16

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15
AT THE SEPTEMBER 15, 2016, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-7/15"); and

WHEREAS, Contract QRE-7/15 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 _____, 2016

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-7.010

LOCATION:

DuPage Water Commission Pumping Station, 600 E. Butterfield Rd, Elmhurst, IL

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Test 12 strands of 62.6µm Fiber Optic Cable between pump station and Sodium Hypochlorite building and provide report.

REASON FOR WORK:

SCADA communication errors to Remote Terminal Unit #7. All other possibilities for the communication errors have been eliminated.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:



By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

DATE: September 8, 2016

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-7/15 at the September 15, 2016, DuPage Water Commission Meeting Resolution No. R-31-16	APPROVAL  
<p>Account Numbers: 01-60-663300</p> <p>The Commission entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-31-16 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 011: This Work Authorization is to Windy City Electric Co., to modify the 4" rigid conduit path between the AT&T hand hole the and Pumping Station. The modification is to interrupt the 4" conduit and bring it above grade into a pedestal enclosure. Currently the 4" conduit runs from the AT&T hand hole directly into the Pump Station. During the recent rains we learned the AT&T hand hole retains water and drains into the Pumping Station. Before AT&T installs the fiber cable staff believes this work will permanently solve the problem. Windy City Electric was the contractor to install the 4" conduit; therefore they should make this requested modification.</p> <p>The work will be billed at time and material, the cost is estimated to be \$7,985.00.</p>	
MOTION: To adopt Resolution No. R-31-16.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-16

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-7/15
AT THE SEPTEMBER 15, 2016, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-7/15"); and

WHEREAS, Contract QRE-7/15 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 _____, 2016

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-7/15: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-7.011

LOCATION:

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

CONTRACTOR:

Windy City Electric Co.

DESCRIPTION OF WORK:

Install Pedestal in 4" conduit run between AT&T hand hole and Pump Station Building. Inside fence dig to expose 4" rigid conduit to cut out section to install two sweeping 90 degree elbow's to above ground surface. Install pedestal designed for looping fiber optic cable above conduits. Maintain pull strings. Restore landscaping to existing condition.

REASON FOR WORK:

The AT&T hand hole retains water and fills above 4" conduit opening and drains into pump station. The above work description will permanently solve the problem.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

Data sheet for Pedestal

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative




DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to enter into a Contract with Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17).</p> <p>Resolution No. R-32-16</p>	<p>APPROVAL</p> <p></p> <p></p> <p></p>	
<p>Account Number: 01-60-770701</p> <p>Resolution No. R-32-16 would suspend purchasing procedures and authorize the General Manager to enter into a Contract with Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17).</p> <p>At the April 17, 2014 meeting, the Board approved a Five-Year Capital Improvement Plan which included the rehabilitation of the three (3) 7.5 million-gallon nominal capacity standpipes in 2015, 2016 and 2017, as well as the two (2) 5.0 million-gallon nominal capacity standpipes in 2015 and 2016. The Five-Year Capital Improvement Plans were reauthorized in 2015 and 2016.</p> <p>In 2015 and 2016 after the lowest dollar bids for standpipe rehabilitation were rejected due to numerous defects including: invalid signatory; failure to submit correct bid bonds; insufficient financial strength of bond surety companies; gross underestimating of the required work; misunderstanding of the scope of work; insufficient or no experience with the specified coating systems; and negative work experiences as determined by the Commission's engineer, the Lowest Responsible Bidder was Era-Valdivia Contractors, Inc.</p> <p>Since Era-Valdivia Contractors, Inc. (EVC) has performed the work in a professional manner and provided quality workmanship, Staff requested EVC to submit a proposal to perform rehabilitation and other services on the third and final 7.5 million-gallon nominal capacity standpipe, following the exact contract and contract technical specifications and a similar scope of work to the previous standpipe rehabilitation contracts.</p>			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to enter into a Contract with Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17). Resolution No. R-32-16	APPROVAL	

Based on the Commission's project documents, EVC tendered a draft proposal to rehabilitate Standpipe No. 3 in Naperville as shown below in Column 1 and also shown in comparison to the previous year's projects; Columns 2 and 3:

	Column 1	Column 2	Column 3
	3	2	1
	NAPERVILLE	GLENDALE HTS.	ROSELLE
7.5 MG STANDPIPE / SITE MONTH / YEAR QUOTED	August 2016	February 2015	February 2016
BASE BID TANK REHAB	\$1,330,000	\$1,598,000	\$1,430,000
FALL PROTECTION	\$54,600	\$52,000	\$52,000
INDETERMINATE UNIT PRICE SUMMARY	\$16,030	\$22,530	\$11,790
ALTERNATE BID (LOGOS)	\$20,000	\$10,000	\$20,000
TOTAL BID	\$1,420,630	\$1,682,530	\$1,513,790

Staff is of the opinion that suspension of the Commission's purchasing procedures and awarding a contract to EVC for the rehabilitation of Standpipe No. 3 is advantageous for several reasons: Era-Valdivia has provided a proposal which is as much as \$100,000.00 lower than the bid prices for the similarly sized standpipes; and, all standpipes including the 5.0 million-gallon nominal capacity tanks would have been rehabilitated by the same contractor and contractor staff with common workmanship and quality; and, a singular entity would be responsible for quality control and warranty response; increased efficiencies in project management by both the engineer and Commission Staff; and decreased expenditures relating to advertisement for bids and bid evaluation by both the Engineer and Commission Legal Counsel.

MOTION: Suspending Purchasing Procedures and Awarding a Contract with Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17) in the amount of \$1,420,630.00.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-16

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ERA-VALDIVIA CONTRACTORS, INC. FOR THE REHABILITATION OF COATING SYSTEMS AND FALL PROTECTION SYSTEMS FOR TANK SITE NO. 3 (CONTRACT SS-8/17)

WHEREAS, on February 19, 2015, the Board of Commissioners of the DuPage Water Commission adopted resolution R-3-15 awarding a contract to Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15); and

WHEREAS, on February 18, 2016, the Board of Commissioners of the DuPage Water Commission adopted resolution R-7-16 awarding a contract to Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East (Contract SS-7/16); and

WHEREAS, in both instances Era-Valdivia Contractors, Inc. was the lowest responsible bidder; and

WHEREAS, Era-Valdivia Contractors, Inc. has performed the Contract SS-6/15 and Contract SS-7/16 Work in an exceptional manner; and

WHEREAS, Era-Valdivia Contractors, Inc. has tendered a proposal to perform the Work of Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17) at a cost of \$1,420,630.00; and

WHEREAS, Staff and the Commission desire to enter into a Contract with Era-Valdivia Contractors, Inc. to perform the Work of Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17) to maintain continuity of workmanship and quality; provide a singular entity being responsible for quality control and warranty response for all five (5) Commission Standpipes; to increase efficiencies

in project management by both the Engineer and Commission Staff; and decrease expenditures relating to advertisement for bids and bid evaluation by both the Engineer and Commission Legal Counsel; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and enter into the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17).

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended and that the General Manager shall be granted the authority to enter into the Contract with Era-Valdivia Contractors, Inc. for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3 (Contract SS-8/17) without further act of the Board, conditioned upon the receipt of all contractually required documentation and such other additional information as may be requested by the General Manager.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2016.

Chairman

ATTEST:

Clerk