



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, APRIL 17, 2014**  
**6:20 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 March 20, 2014 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. R-10-14: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (**Contractor TBD at an Estimated Cost Not-to Exceed \$80,000.00**)
- V. R-11-14: A Resolution Approving Rider No. 2 to the Standard Form of Agreement between DuPage Water Commission and Tank Industry Consultants Inc. for Professional Engineering Services (**Estimated Not-to-Exceed \$131,485.00**)
- VI. R-13-14: A Resolution Directing Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/14) (**No Cost Component**)
- VII. Request for Board Action: Approval of Final Design, Plans and Specifications for the Construction of the DuPage County York Township Joint Facility and Connection Facilities (**No Cost Component**).
- VIII. Request for Board Action: Authorize to suspend the Purchasing Procedures of the Commission's By-Laws and to authorize the purchase of two (2) High Lift Pump Motor Bearings from Electric Machinery, Inc. (**at a cost not to exceed \$30,000.00**).
- IX. Discussion Items

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

X. Old Business

XI. Other

XII. Adjournment

Board\Agendas\Engineering\2014\Eng1404.docx

**MINUTES OF A MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, MARCH 20, 2014  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order at 6:21 P.M.

Committee members in attendance: D. Loftus, M. Scheck, R. Furstenau (arrived at 6:25pm) and J. Zay

Committee members absent: F. Saverino

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

Commissioner Scheck moved to approve the Minutes of the February 20, 2014 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Zay and passed as follows:

Ayes: D. Loftus, M. Scheck and J. Zay

Nays: None

Absent: R. Furstenau and F. Saverino

Commissioner Furstenau entered the meeting at 6:25 P.M.

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

Regarding the York Township Water Facility, Facilities Construction Supervisor Bostick advised the Committee that Commission Legal Counsel and Staff have agreed to terms with the County on the required property interests. The County has secured the property interests with the various grantors and they have been subsequently approved by the County Board. O-1-14 appears on the agenda to approve the easements and transfer of property rights to the Commission subject to the receipt of the required title insurance. Facilities Construction Supervisor also stated that Staff is working with the County and their engineers to finalize their bidding documents in order to get the project out for bids.

Regarding the Standpipe Evaluations, Facilities Construction Supervisor Bostick advised the Committee that a Request for Board Action appears on the agenda for the purchase and installation of PAX mixers at four standpipes. This request is to suspend the purchasing procedures for a sole source supplier. It is the opinion of Staff that the installation of the additional mixers enhances the water quality within the standpipes at a reasonable cost. Commissioner Furstenau inquired as to the availability of similar equipment. General Manager Spatz advised that the PAX system is the only active tank mixing system of this particular design that the Commission was able to find.. General Manager Spatz also reminded the Committee that Staff will be monitoring mixing system performance and there may be a possibility additional methods of tank mixing may be brought forth for consideration at a future date.

## Engineering Committee Minutes 03/20/2014

Regarding Contract QRE-6/12, Facilities Construction Supervisor advised that R-6-14 appears on the agenda with two separate Work Authorization Orders: Work Authorization Order 6.003 is to return twenty-nine (29) electric panels to code compliance and the other, Work Authorization Order 6.008, is for repairs to a cathodic protection rectifier site in Cook County that had been damaged by a vehicle.

Regarding Document Management, Facilities Construction Supervisor Bostick advised that staff continues working on implementation and migration into SharePoint. Chairman Loftus inquired if the time has come to procure consulting assistance. General Manager Spatz indicated that Staff continues working diligently on the conversion and that Staff may be nearing the end of their capabilities in working with the software.

Regarding Contract QR-10/13, Facilities Construction Supervisor Bostick advised the Committee that R-7-14 appears on the agenda to approve Work Authorization Order No. 4 for the repairs to the Commission's 30" diameter water main under the METRA rails, west of Catalpa Avenue in the City of Itasca. General Manager Spatz indicated that additional discussions are necessary regarding the financial responsibility for the repair costs. Pipeline Supervisor Kazmierczak advised that he has received an invoice from Rossi for their work, and that we are expecting an invoice from Metra for their services during the repair project.

Chairman Loftus advised the Committee, that during the regular Commission meeting, he would be forwarding separate motions: One motion for items 2, 3, 4 and 6 and then separate motions on item 5; one to suspend purchasing procedures and the second to authorize the purchase.

Chairman Loftus inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Scheck moved to recommend approval of items 2 through 6 of the Engineering and Construction Committee items of the Commission Agenda. Seconded by Commissioner Furstenau and passed unanimously as follows:

Ayes: D. Loftus, R. Furstenau, M. Scheck and J. Zay

Nays: None

Absent: F. Saverino

Chairman Loftus inquired with the Committee if any other business or items are to be discussed. Hearing none, Commissioner Scheck moved to adjourn the meeting at 6:44 P.M. Motion seconded by Commissioner Furstenau and passed unanimously as follows:

Ayes: D. Loftus, R. Furstenau, M. Scheck and J. Zay

Nays: None

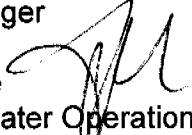
Absent: F. Saverino



# 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: April 10, 2014  
SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of March were a total of 2.181 billion gallons. This represents an average day demand of 70.4 million gallons per day (MGD), which is higher than the March 2013 average day demand of 66.3 MGD. The maximum day demand was 76.8 MGD on March 2, 2014, which is higher than the March 2013 maximum day demand of 70.6 MGD. The minimum day flow was 64.0 MGD.

The Commission's recorded total precipitation for the month of March was 2.00 inches compared to 2.00 inches for March 2013. The level of Lake Michigan for March 2014 is 577.26 (Feet IGLD 1985) compared to 576.23 (Feet IGLD 1985) for March of 2013.

### Water Conservation

The Water Conservation and Protection Program will be attending the following conservation events in April:

Argonne Earth Day for employees on April 22, 2014  
Cosley Zoo's Party for the Planet on April 26, 2014

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 submitted the green audit to SCARCE and is awaiting the next step.

The 2013 Water Conservation and Protection Program Annual Report has been posted on [preservingeverydrop.org](http://preservingeverydrop.org).

**DuPage Pump Station Facilities Maintenance**

Staff removed the drive end bearing of High Lift Pump Motor #8 and performed a visual inspection of the bearing. After a discussion of the findings with the motor manufacturer (Electric Machinery Company, Inc.), the manufacturer determined the bearing is in need of replacement and also recommended concurrent replacement of both the drive and non-drive end bearings. A Request for Board Action appears on the Commission agenda for the purchase of two High Lift Pump Motor Bearings from the sole source supplier; Electric Machinery, Inc.

**Facilities Construction Overview****DuPage County Service Areas****York Township:**

A Request for Board Action appears on the agenda to officially approve the Bidding Documents for the York Township Joint Facility. The project is now out for bids with the bid opening scheduled for May 1<sup>st</sup>.

**Storage System Improvements**

R-10-14 appears on the agenda to authorize the QRE-6/12 Work Authorization Order No. 6.009 electrical installations of the PAX Mixers at the four tank sites. The estimated cost not to exceed limit is \$80,000.00.

R-11-14 appears on the agenda to authorize execution of Rider No. 2 of the engineering agreement with Tank Industry Consultants which would authorize the next phases of the work which includes design services, bidding services, construction services and one-year anniversary inspection services at a cost not to exceed \$131,485.00.

R-13-14 appears on the agenda, Directing the Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West. This is a precursory action which will allow Staff to let the project out for bids as soon as the bidding documents are in order. There is no cost associated with this action. Award of the contract would come at a future Commission meeting.

**Instrumentation / Remote Facilities Overview****Contract QRE-6/12**

Work Authorization Order (WAO) QRE-6.006 for repairs and upgrading four meter station ground systems and electrical panels is planned on being completed in April. Work has been delayed due to extreme weather this winter.

WAO QRE-6.003 for upgrading 29 meter station electric panels is scheduled to begin the week of April 7<sup>th</sup> with the goal to be completed by the second week of May.

Work performed under WAO QRE-6.008 for replacing a rectifier enclosure and installing pipe bollards is partially complete. This structure is located in Broadview and was struck by a vehicle. The cabinetry has been replaced however installation of the bollards has been delayed due to the frost line.

#### Instrumentation and Remote Facilities Maintenance

The upgrading of chlorine residual analyzers is now complete.

#### Meter Shop

The annual customer meter calibration program is approximately 95% complete, and on schedule to be completed before the end of April.

#### Document Management

There is significant progress to report with SharePoint document management: First, based on a recommendation from BridgePoint, a major performance issue was resolved by allocating additional RAM for SharePoint. Next, procedures for exporting files from the iManage DMS including capture of document metadata have been worked out. More importantly, procedures for importing files into SharePoint have also been developed. The primary challenge had been how to efficiently organize SharePoint document libraries so document access would be fast and intuitive. After several false starts this turned out to be a simple process involving a combination of document library views that filter on desired parameters and the use of folders that maintain the existing file structure that people are used to. The next steps involve employee training to demonstrate how SharePoint document management is organized and how to access SharePoint from Microsoft Office. This will be followed by migrating the iManage databases one at a time for each department to SharePoint. This will probably be done after normal business hours to ensure only the latest file versions are moved.

#### GIS

No changes.

#### Infor EAM

No changes.

**Pipeline Maintenance and Construction Overview****Contract QR-10/13****No Change:**

Work authorized by R-22-13 (Work Authorization Order No. 1: manhole adjustments; pavement removal and replacement) is scheduled to resume within the next several weeks.

Work authorized by R-25-13 (Work Authorization Order No. 2: manhole adjustments; pavement removal and replacement) is scheduled to resume within the next several weeks.

**APRIL 2014 COMMISSION AGENDA ITEMS:**

**R-10-14:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (**Contractor TBD at an Estimated Cost Not to Exceed \$80,000.00**)

**R-11-14:** A Resolution Approving Rider No. 2 to the Standard Form of Agreement between DuPage Water Commission and Tank Industry Consultants Inc. for Professional Engineering Services (**Estimated Not-to-Exceed \$131,485.00**)

**R-13-14:** A Resolution Directing Advertisement for Bids on a Contract for Standpipe Rehabilitation Work (Contract SS-6/14) (**No Cost Component**)

**Request for Board Action:** Approval of Final Design, Plans and Specifications for the Construction of the DuPage County York Township Joint Facility and Connection Facilities (**No Cost Component**).

**Request for Board Action:** Authorize to suspend the Purchasing Procedures of the Commission's By-Laws and to authorize the purchase of two (2) High Lift Pump Motor Bearings from Electric Machinery, Inc. (**at a cost not to exceed \$30,000.00**).

**Attachments**

1. DuPage Laboratory Bench Sheets for March, 2014
2. Water Sales Analysis 01-March-09 to 31-March-2014
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages



DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR MARCH 2014

## 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	1.00	0.09	0.55	1.00	0.10	34	7.6	1.0	0.55	0	KD
2	1.00	0.09	0.56	0.99	0.09	34	7.6	1.1	0.55	0	KD
3	0.97	0.10	0.54	0.95	0.10	34	7.6	1.1	0.53	0	AM
4	0.95	0.10	0.56	0.93	0.10	34	7.6	1.1	0.54	0	AM
5	1.00	0.09	0.53	0.95	0.10	35	7.6	1.0	0.53	0	KD
6	1.00	0.09	0.54	0.98	0.09	35	7.6	1.1	0.53	0	KD
7	1.00	0.09	0.52	0.96	0.09	34	7.6	1.1	0.55	0	KD
8	1.00	0.10	0.51	0.97	0.10	34	7.6	1.0	0.53	0	AM
9	1.00	0.10	0.55	0.95	0.09	35	7.6	1.0	0.52	0	AM
10	0.98	0.10	0.52	0.94	0.09	35	7.6	1.1	0.50	0	KD
11	0.94	0.09	0.54	0.96	0.09	35	7.6	1.1	0.54	0	KD
12	0.95	0.10	0.51	0.93	0.10	35	7.6	1.0	0.54	0	AM
13	0.97	0.10	0.54	0.94	0.10	36	7.6	1.0	0.53	0	AM
14	1.00	0.10	0.52	0.95	0.10	36	7.6	1.0	0.50	0	AM
15	1.00	0.10	0.53	0.97	0.09	36	7.6	1.0	0.53	0	KD
16	1.00	0.09	0.54	0.93	0.09	36	7.7	1.0	0.53	0	KD
17	0.97	0.10	0.53	0.96	0.08	36	7.6	1.1	0.53	0	AM
18	0.99	0.08	0.53	0.97	0.08	36	7.6	1.0	0.54	0	AM
19	0.95	0.09	0.53	0.93	0.09	36	7.6	1.1	0.52	0	KD
20	0.98	0.09	0.54	0.96	0.09	36	7.6	1.0	0.54	0	KD
21	0.95	0.08	0.52	0.94	0.10	36	7.6	1.0	0.50	0	KD
22	0.99	0.08	0.53	0.95	0.09	36	7.6	1.1	0.52	0	CT
23	0.96	0.09	0.54	0.94	0.08	36	7.6	1.0	0.54	0	CT
24	1.00	0.08	0.52	0.99	0.08	37	7.6	1.0	0.53	0	CT
25	0.96	0.08	0.53	0.93	0.09	36	7.6	1.0	0.51	0	AM
26	1.00	0.10	0.54	0.94	0.09	36	7.6	1.0	0.54	0	CT
27	1.00	0.10	0.55	0.94	0.08	36	7.6	1.0	0.53	0	CT
28	1.00	0.09	0.52	1.00	0.08	36	7.6	1.0	0.53	0	CT
29	0.97	0.09	0.54	0.95	0.09	37	7.6	1.1	0.53	0	CT
30	1.00	0.09	0.52	0.94	0.08	37	7.6	1.1	0.52	0	AM
31	1.00	0.09	0.53	0.93	0.08	37	7.6	1.0	0.54	0	CT
AVG	0.98	0.09	0.53	0.95	0.09	36	7.6	1.0	0.53	0	
MAX	1.00	0.10	0.56	1.00	0.10	37	7.7	1.1	0.55	0	
MIN	0.94	0.08	0.51	0.93	0.08	34	7.6	1.0	0.50	0	

  
Terrance McGhee  
Manager of Water Operations

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-Mar-14

PER DAY AVERAGE 80,718,301

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-11	2,342,971,000	2,384,648,379	98.25%	\$4,779,660.84	\$4,781,220.00	603,990	0.03%	98.28%	\$2.04	\$2.005
Jun-11	2,467,779,000	2,526,763,092	97.67%	\$5,034,118.96	\$5,066,160.00	700,540	0.03%	97.69%	\$2.04	\$2.005
Jul-11	3,211,413,000	3,276,142,145	98.02%	\$6,551,276.72	\$6,568,665.00	1,090,800	0.03%	98.06%	\$2.04	\$2.005
Aug-11	2,733,016,000	2,779,503,741	98.33%	\$5,575,352.64	\$5,572,905.00	792,559	0.03%	98.36%	\$2.04	\$2.005
Sep-11	2,486,823,000	2,533,174,564	98.17%	\$5,073,028.92	\$5,079,015.00	1,078,701	0.04%	98.21%	\$2.04	\$2.005
Oct-11	2,206,656,398	2,249,745,636	98.08%	\$4,501,579.05	\$4,510,740.00	681,023	0.03%	98.11%	\$2.04	\$2.005
Nov-11	1,986,038,000	2,012,618,454	98.68%	\$4,051,517.52	\$4,035,300.00	850,000	0.04%	98.72%	\$2.04	\$2.005
Dec-11	2,046,708,000	2,072,416,459	98.76%	\$4,175,284.32	\$4,155,195.00	974,459	0.05%	98.81%	\$2.04	\$2.005
Jan-12	2,073,584,000	2,111,472,876	98.21%	\$5,660,884.32	\$5,293,462.50	978,662	0.05%	98.25%	\$2.73	\$2.507
Feb-12	1,926,054,000	1,974,613,582	97.54%	\$5,258,127.42	\$4,950,356.25	923,283	0.05%	97.59%	\$2.73	\$2.507
Mar-12	2,006,949,000	2,047,616,673	98.01%	\$5,478,970.77	\$5,133,375.00	1,394,581	0.07%	98.08%	\$2.73	\$2.507
Apr-12	2,020,132,000	2,067,114,579	97.73%	\$5,514,960.36	\$5,182,256.00	1,425,448	0.07%	97.80%	\$2.73	\$2.507
May-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,635,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,869.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,118,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.56%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
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	2,245,112,872	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
TOTALS (1)	646,149,996,798	664,232,414,374	97.28%	\$989,431,260.02	\$933,770,272.60	625,682,403	0.09%	97.37%	\$1.53	\$1.406

(1) - SINCE MAY 1, 1992

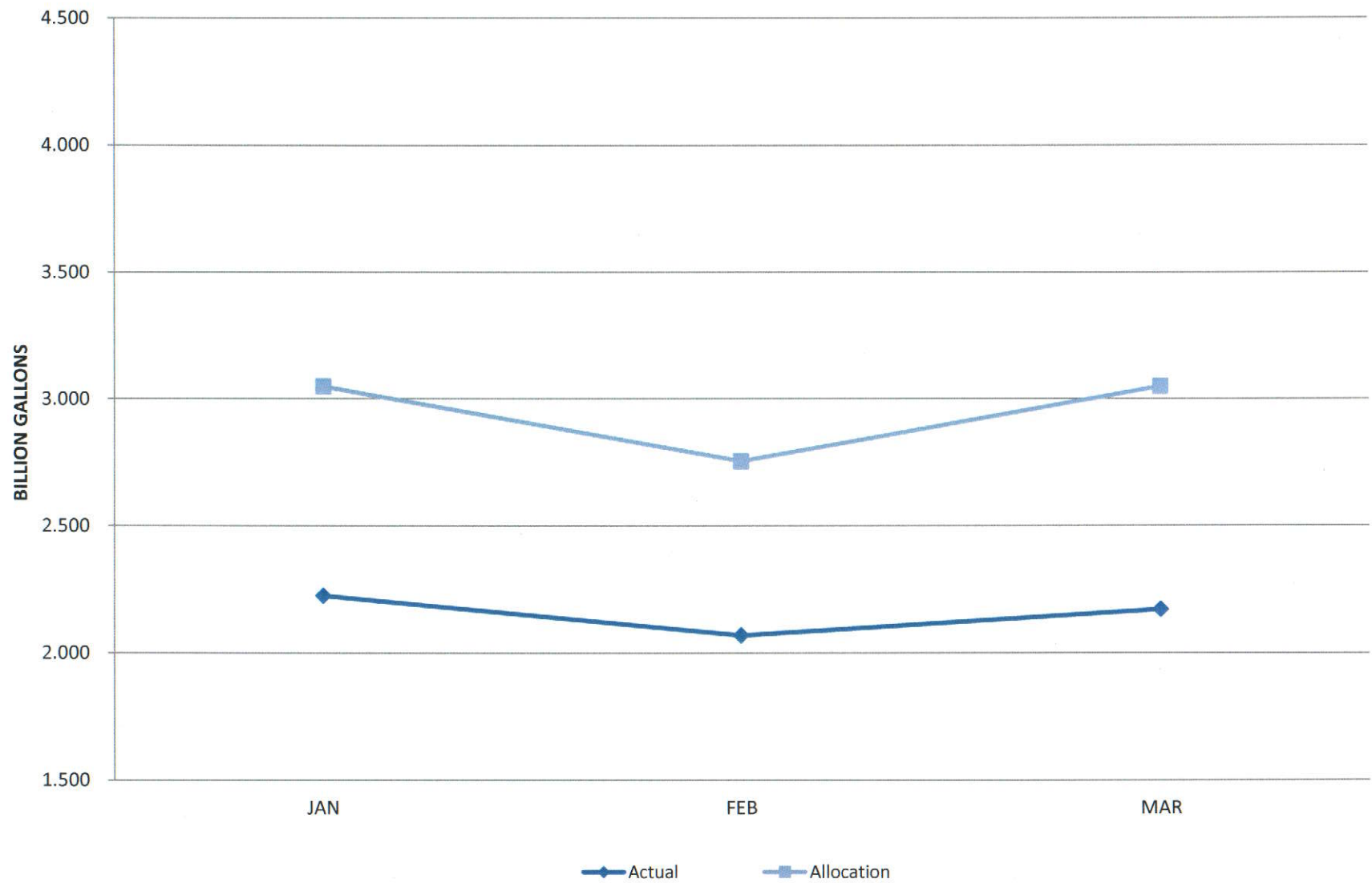
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

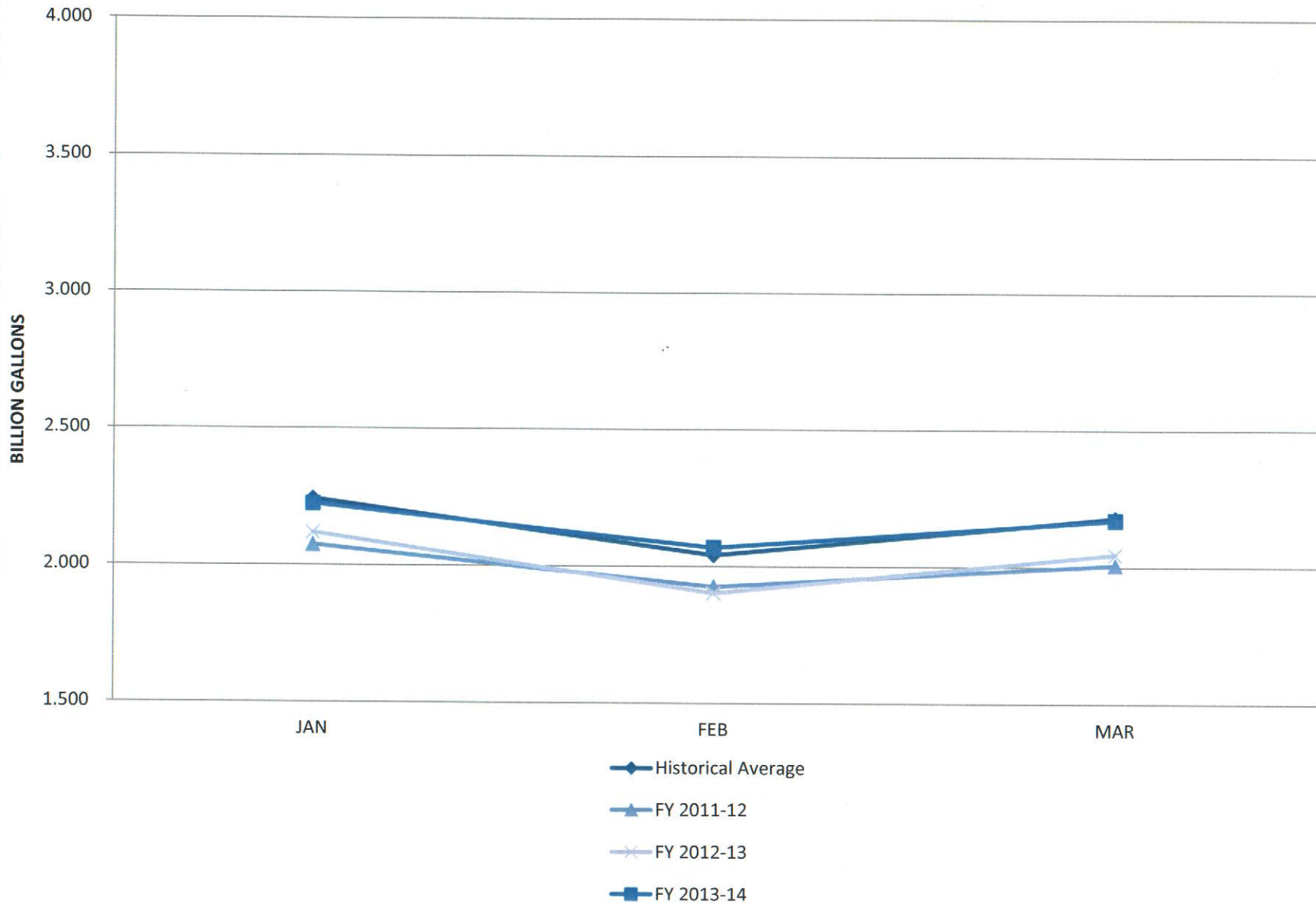
YTD

Mar-13	27,241,137,000	27,858,698,210	97.78%	77,948,193	72,165,086				\$2.86	\$2.590
Mar-14	25,816,588,000	26,523,427,467	97.34%	89,912,036	79,322,387				\$3.48	\$2.991
	(1,424,549,000)	(1,335,270,743)		\$11,963,844	\$7,157,302					
	-5.2%	-4.8%		15.3%	9.9%					
Month										
Mar-13	2,046,176,000	2,085,514,809	98.11%	6,793,304	6,010,454				\$3.32	\$2.882
Mar-14	2,170,575,000	2,234,019,300	97.16%	8,617,183	7,408,008				\$3.97	\$3.316
	124,399,000	148,504,491		\$ 1,823,878	\$ 1,397,554					
	6.1%	7.1%		30.3%	20.6%					
Mar>Feb	101,906,000	115,780,699		404,567	383,929					

## DU PAGE WATER COMMISSION SALES FY 2013-14 VS. ALLOCATION

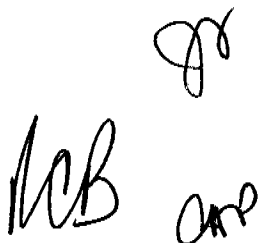


# DU PAGE WATER COMMISSION SALES FY 2013-14, 2012-13 & 2011-12 VS. HISTORICAL AVERAGE



DATE: April 10, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 at the April 17, 2014, DuPage Water Commission Meeting  Resolution No. R-10-14	<b>APPROVAL</b>	

Account Numbers: 01-60-7708.01 (Estimated Not to Exceed \$80,000.00)

The Commission entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-10-14 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:

Work Authorization Order No. 6.009: Previously, the Board approved the purchase and installation of PAX mixers for all standpipes. This work authorization to **[QRE CONTRACTOR TBD]** would pick up the electrical service, A/C circuitry, above grade and underground conduit installation and start-up services and coordination with the PAX mixer installation contractor. An additional underground conduit is also being installed for future low-voltage conductors anticipated in the future.

Proposals have yet to be received however based upon previous similar work the cost of the work is estimated but not to exceed \$80,000.00.

**MOTION:** To adopt Resolution No. R-10-14.

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-10-14

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12  
AT THE APRIL 17, 2014, 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

Resolution No. R-10-14

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 \_\_\_\_\_, 2014

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1



# WORK AUTHORIZATION ORDER

SHEET 1 OF 2

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

**PROJECT:** QRE-6.009

**LOCATION:**

Standpipe Sites and Locations:

TS4W, Unincorporated Lisle Township; TS4E, Unincorporated Lisle Township; TS3, Naperville; TS2, Glendale Heights; and TS1, Roselle.

**CONTRACTOR:**

TBD

**DESCRIPTION OF WORK:**

- Install PAX Controller at four sites
- Run power from lighting panel below to PAX Controller utilizing 1-1/2" GRC conduit.
- Drill and tap into existing control box. Run whip to connect two boxes.
- Furnish & install disconnect switch for PAX Controller. Furnish and install NEMA 4x JB @ panel location.
- Run (1) 3/4" GRC conduit from controller to tank. Pick up cables at tank penetration. Run (1) 1-1/2" from near tank to near controller location. Cap both ends.
- Time for 2-man crew, 1 additional day to assist/coordinate PAX Mixer Installation.

As per Proposal Dated (TBD).

**REASON FOR WORK:**

Provide up the electrical service, A/C circuitry, above grade and underground conduit installation and start-up services and coordination with the PAX mixer installation contractor. An additional underground conduit is also being installed for future low-voltage conductors anticipated in the future.

**MINIMUM RESPONSE TIME:**

TBD, to be coordinated with PAX installation contractor.

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

PAX Control Panels

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

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

PAX Mixer Manufacturer's Installation Guides and Drawings.

**DUPAGE WATER COMMISSION**

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

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

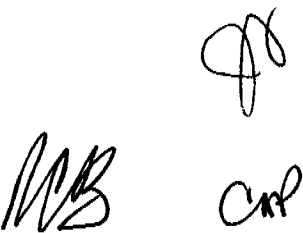
**CONTRACTOR RECEIPT ACKNOWLEDGED:**

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

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

DATE: April 10, 2014

## REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving Rider No. 2 to the Standard Form Agreement Between the DuPage Water Commission and Tank Industry Consultants Inc. for Professional Engineering Services  Resolution No. R-11-14	APPROVAL  	
Account Numbers: 01-60-7707.01 – \$131,485.00			
<p>The DuPage Water Commission entered into an agreement with Tank Industry Consultants, pursuant to R-36-12 adopted on October 18, 2012, for professional engineering services required in connection with the evaluation of the Commission's five steel standpipes, including the paint coating system, and any recommended corrective and preventative maintenance on the standpipes.</p>			
<p>The Project Agreement divided the professional engineering services into five separate phases: Phase I Pre-Bid Tank Evaluation services, Phase II Design services, Phase III Bidding services, Phase IV Construction services, and Phase V First Anniversary Evaluation services. The Phase I Pre-Bid Tank Evaluation services were authorized to proceed pursuant to Rider No. 1 to the Project Agreement, which Rider No. 1 was also approved pursuant to Resolution No. R-36-12. During the Phase I Pre-Bid Tank Evaluation services, the Engineers identified paint coating deficiencies in the paint coating system and recommended repair of other noted deficiencies.</p>			
<p>Commission Staff and the Engineers desire to authorize the Phase II Design Services (\$11,385.00), Phase III Bidding Services (\$4,300.00), Phase IV Construction Services (\$111,600.00) and Phase V First Anniversary Evaluation Services (\$4,200.00), in substantially the form attached, for standpipe rehab at Tank Sites No. 2 and No. 4 West, to be performed in the 2014 painting season.</p>			
<p>These professional services were included in the 2014/2015 Management Budget.</p>			
<p><b>MOTION:</b> To adopt Resolution No. R-11-14.</p>			

**CONTRACT DU PAGE WATER COMMISSION****RESOLUTION NO. R-11-14****A RESOLUTION APPROVING RIDER NO. 2 TO THE  
STANDARD FORM OF AGREEMENT  
BETWEEN DU PAGE WATER COMMISSION AND  
TANK INDUSTRY CONSULTANTS INC. FOR  
PROFESSIONAL ENGINEERING SERVICES**

WHEREAS, the DuPage Water Commission (the "Commission") and Tank Industry Consultants Inc. (the "Engineers") entered into an agreement dated as of October 18, 2012, for professional engineering services required in connection with the evaluation of the Commission's five steel standpipes, including the paint coating system, and any recommended corrective and preventative maintenance on the standpipes, pursuant to Resolution No. R-36-12 adopted on October 18, 2012 (the "Project Agreement"); and

WHEREAS, the Project Agreement divided the professional engineering services to be provided into five separate phases: Phase I Pre-Bid Tank Evaluation services, Phase II Design services, Phase III Bidding services, Phase IV Construction services, and Phase V First Anniversary Evaluation services; and

WHEREAS, the Project Agreement provides that no work shall be undertaken on any phase of services pursuant to the Project Agreement unless the Commission authorizes the Engineers to proceed with such phase of services; and

WHEREAS, the Phase I Pre-Bid Tank Evaluation services were authorized to proceed pursuant to Rider No. 1 to the Project Agreement, which Rider No. 1 was also approved pursuant to Resolution No. R-36-12 adopted on October 18, 2012; and

Resolution R-11-14

WHEREAS, in performing the Phase I Pre-Bid Tank Evaluation services, the Engineers identified paint coating deficiencies in the paint coating system and recommended certain repairs; and

WHEREAS, the Commission and the Engineers desire to authorize the Phase II Design services, Phase III Bidding services, and Phase IV Construction services to proceed pursuant to, and in accordance with, Rider No. 2 to the Project Agreement in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A ("Rider No. 2"), the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Project Agreement with the Engineers was signed, the changes are germane to the Project Agreement as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to execute Rider No. 2 with such modifications as may be required or approved by the General Manager. Upon execution by the General

Resolution R-11-14

Manager, Rider No. 2, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-11-14.doc

## Exhibit A

**RIDER NO. 2  
TO  
STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This Rider No. 2 is attached to and made a part of that certain Standard Form of Agreement between Owner and Engineer for Professional Services made this 17<sup>th</sup> day of April, 2014 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and DuPage Water Commission, located at 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, hereafter referred to as the OWNER.

R-1.1 Section 1.1 of the Agreement shall be and it hereby is revised to read as follows:

- 1.1. The ENGINEER agrees to provide professional services for the Project described in ENGINEER's proposal to OWNER dated September 18, 2012 (the "Qualification Proposal"), the Standard Form Agreement made on the 19<sup>th</sup> day of October, 2012, ENGINEER's cost proposal to OWNER dated March 27, 2014 with respect to the Phase II through Phase V services only (the "Phase II through V Cost Proposal") for Tank #4 West and Tank #2, this Agreement, Rider No. 2 attached hereto and any other Rider that may be subsequently agreed to by the parties hereto.

In the event a conflict between any Rider to this Agreement and the Qualification Proposal, the Phase II Cost Proposal or this Agreement, Rider No. 2 and any other Rider that may be subsequently agreed to by the parties hereto shall control. Subject to the foregoing, the RFP, the Qualification Proposal, the Phase II Cost Proposal, this Agreement, Rider No. 2 and any other Rider that may be subsequently agreed to by the parties hereto shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

The services for the Project have been divided into the following phases of service: Phase I Pre-Bid Tank Evaluation services; Phase II Design services; Phase III Bidding services; Phase IV Construction services; and Phase V First Anniversary Evaluation services. No work shall be undertaken on any phase of services pursuant to this Agreement unless OWNER authorizes ENGINEER to proceed with such phase of services in writing.

With respect to the Phase II Design services and the Phase III Bidding services, OWNER's form of Bidding and Contract Documents shall be utilized. With respect to the Phase IV Construction services, the ENGINEER shall provide construction inspection services to assure, as the corrective and preventative maintenance work progresses, that the work to be performed by the contractor is being performed in compliance with, and as required by or pursuant to, the technical specifications. With respect to the Phase V First Anniversary Evaluation services, the ENGINEER shall determine whether the work performed by the contractor is free from defects and flaws in materials and workmanship or other failures to meet the contractor's warranty and, if the work fails to meet warranty, the ENGINEER shall prepare a report identifying the corrections required to be made by the contractor in order to meet warranty.

R-1.2a Clause 1.2a of the Agreement shall be and it hereby is revised to read as follows:

- a. Conduct construction inspection services to assure, as the corrective and preventative maintenance work progresses, that the work to be performed by the contractor is being performed in compliance with, and as required by or pursuant to, the technical specifications.

R-1.2g Section 1.2 of the Agreement shall be and it hereby is further revised to add a new clause g, which clause g shall read as follows:

- g. Perform a one-year warranty inspection to determine whether the work performed by the contractor is free from defects and flaws in materials and workmanship or other failures to meet the contractor's warranty and, if the work fails to meet warranty, prepare a report identifying the corrections required to be made by the contractor in order to meet warranty.

R-1.3d Clause 1.3d of the Agreement shall be and it hereby is revised to read as follows:



- d. The ENGINEER shall not issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

R-1.3f Clause 1.3f of the Agreement shall be and it hereby is revised to read as follows:

- f. The ENGINEER shall not issue directions regarding or assume control over contractor's compliance with environmental regulations.

R-2.1 Section 2.1 of the Agreement shall be and is hereby is revised to add the following to the end of the last sentence of said Section 2.1:

except those matters that may require Board approval of OWNER.

R-3 Section 3 of the Agreement shall be and it hereby is revised to read as follows:

OWNER shall pay ENGINEER for the Phase I Pre-Bid Tank Evaluation services provided pursuant to and in accordance with this Agreement the applicable lump sum amount(s) set forth in the Phase I Cost Proposal. OWNER shall pay ENGINEER for the Phase II Design services, the Phase III Bidding services, the Phase IV Construction services and the Phase V First Anniversary Evaluation services provided pursuant to and in accordance with this Agreement the amount or amounts agreed to between the parties hereto and set forth in a Rider to this Agreement for such services. The ENGINEER's invoices or, in the event of disputed or contested invoices, the undisputed portions thereof, shall be paid by OWNER on or about the 20th day of the month following the month in which the invoice is tendered. If any undisputed payment due ENGINEER from OWNER is unpaid after the date it is due bears interest, in no event shall such interest exceed the highest rate permitted by law to be paid by OWNER.

R-4.1 Section 4.1 of the Agreement shall be and it hereby is revised to read as follows:

- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed in a manner consistent with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the services and in full compliance with, and as required by or pursuant to, this Agreement. Except as provided in the Qualification Proposal, the Cost Proposal or in any Rider that may be subsequently agreed to by the parties hereto, no other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.

R-4.2 Section 4.4 of the Agreement shall be and it hereby is revised to add the following to the end of the last sentence of said Section 4.2:

minus, in the event the termination is due to the fault of the ENGINEER, any damages suffered by OWNER. In no event, however, shall the total amount paid prior to and at the time of termination for any phase of the ENGINEER's work exceed the maximum amount payable for that phase of the ENGINEER's work.

R-4.3 The first two sentences of Section 4.3 of the Agreement shall be replaced with the following sentence:

All documents furnished by the ENGINEER pursuant to this Agreement shall be and remain the property of OWNER whether or not the Project is completed; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project.

R-4.4 Section 4.4 of the Agreement shall be and is hereby revised to read as follows:

4.4. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance, with limits no less than the minimum limits of liability set forth in the RFP. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with such certificates and policies of insurance. OWNER shall require all contractors working on this project to name ENGINEER as an additional insured on the comprehensive general liability and owner's/contractor protective liability insurance policies to be provided by such contractors pursuant to the Contract Documents.

R-4.5 Section 4.5 of the Agreement shall be and it hereby is revised to delete the last sentence of said Section 4.5 without substitution therefore.

### **Safety**

A. **Engineer's Responsibility.** The Engineer shall be solely and completely responsible for providing and maintaining safe conditions for their employees at the Work site or sites. The Engineer shall take all safety precautions as shall be necessary to comply with all applicable law. The Engineer shall provide, by its own designation, only "Qualified Workers" to perform the Work and shall provide its own Personal Protective Equipment (PPE) for such Work including, but not limited to: clothing, gloves, eyewear/safety glasses, head/face shields, body harnesses, lanyards and personnel fall protection systems, footwear, hard hats, and hearing protection, as appropriate for the potential hazards to be encountered as determined by the Engineer. The Engineer must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of the Owner's facilities and appurtenances.

B. **No Duty.** Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of the Engineer's safety measures in, on, or near the Work site or sites. The Owner shall not provide design or construction review relating to the Engineer's safety precautions required for the Engineer to perform the Work.

C. **No Liability.** Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for the safety of Engineer's employees or property, during the performance of the Work.

D. **Safety Representative.** The Engineer shall employ or hire a competent safety representative or Sub-consultant, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise, and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. The Engineer shall advise the Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions.

E. **Notification of Potentially Hazardous Conditions.** The Engineer is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. The Engineer should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains the Engineer's sole responsibility under the Contract. The Engineer is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

The Engineer is being notified of these potentially hazardous conditions so that the Engineer may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to the Contract and the Engineer's legal obligations. The Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Work but, rather, such notice shall be construed to be, and interpreted as, exemplary only. The Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving the Engineer's sole and complete responsibility for their employee's safety at the Work site or sites or for providing and maintaining safe conditions at the Work site or sites, including the safety of all persons and property during performance of the Work. This notification of potentially hazardous conditions is provided solely to assist the Engineer in the performance of these duties, in the interest of maximum safety.

**F. Confined Spaces.** Even though the Engineer is required to independently assess the potentially hazardous conditions at the Work site or sites and take the necessary precautions to ensure a safe workplace pursuant to the Rider and the Engineer's legal obligations, when the Engineer is advised that the Owner has designated a particular Work site or sites as a permit-required confined space because the space has limited means of egress and other hazardous conditions exist and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services, entry into such permit-required confined space shall be only through compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. In such case, the Owner will inform the Engineer of the precautions and procedures that the Owner has implemented for the protection of the Owner's employees in or near the Work site or sites where the Engineer's personnel will be working. The Engineer shall inform the Owner of the precautions and procedures that the Engineer has implemented for the protection of the Engineer's employees in or near the Work site or sites, including the confined space permit entry program that the Engineer will follow and of any hazards confronted or created while working in the Owner's designated permit-required confined spaces. When both Engineer and Owner personnel will be working simultaneously in or near Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

**G. Hazardous Chemicals.** The Engineer shall not use or store hazardous chemicals in such a way that the Owner's employees may be exposed to such hazardous chemicals. Whenever hazardous chemicals are used or stored by the Engineer in such a way that employees of the Owner may be exposed to such hazardous chemicals, the Engineer shall inform the Owner of (i) the precautions and procedures that the Engineer has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Owner personnel will be working and (ii) the labeling system that the Engineer uses to label hazardous chemical containers. In addition, the Engineer shall provide the Owner with a copy of the most current MSDS for such hazardous chemicals and access to the central MSDS binder maintained by the Engineer.

Whenever hazardous chemicals are used or stored by the Owner in such a way that employees of the Engineer may be exposed to such hazardous chemicals, the Owner shall inform the Engineer of (i) the precautions and procedures that the Owner has implemented for the protection of its own employees exposed to such hazardous chemicals in or near the location(s) where Engineer personnel will be working and (ii) the labeling system that the Owner uses to label hazardous chemical containers. In addition, the Owner shall provide Engineer with access to the central MSDS binder maintained by Owner.

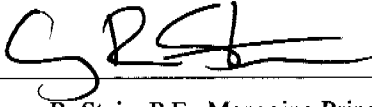
**H. Safety-Related Equipment.** The Engineer shall not use, nor be entitled to use, any of the Owner's safety-related equipment, including without limitation: The Owner's fall-protection, fall-restraint, or fall-arrest equipment; the Owner's ladders or other materials handling equipment; the Owner's confined space entry equipment, including gas monitors, ventilation equipment, or personnel retrieval systems; or the Owner's ventilators, fire extinguishers, or personnel rescue systems.

**I. Accident Records.** The Engineer shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, or damage to any property whether or not that of the Owner and shall promptly report any of the same to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this RIDER NO. 2 in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER: DuPage Water Commission



By: Gregory R. Stein, P.E., Managing Principal

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

Dated: \_\_\_\_\_

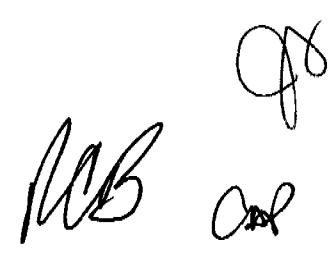
4.3.14

Printed: \_\_\_\_\_

Dated: \_\_\_\_\_

DATE: April 10, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction /Safety Coordinator
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/14)  Resolution No. R-13-14	<b>APPROVAL</b>  	
Account Number: 01-60-7707.01			
<p>At the February 20, 2014, meeting, the Board approved the distribution of the Tentative Draft Management Budget for Fiscal Year 2014-2015 which included the painting and other construction work for Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/14). Resolution No. R-13-14 would authorize the advertisement for bids for this project and establish requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds.</p>			
<b>MOTION:</b> To approve Resolution No. R-13-14.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-13-14

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS  
ON A CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL  
PROTECTION SYSTEMS FOR TANK SITE NO. 2 AND NO. 4 WEST  
(Contract SS-6/14)

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 "Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 2 and No. 4 West —Contract SS-6/14" (the "Contract").

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

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 and by this reference incorporated herein and made a part hereof as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the 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, the General Instructions to Bidders

Resolution No. R-13-14

substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-13-14.doc

EXHIBIT A



**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL**  
**PROTECTION SYSTEMS FOR TANK SITE NO. 2 AND NO. 4 WEST**  
**CONTRACT SS-6/14**

**INVITATION FOR BIDDER'S PROPOSALS**

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

**ENGINEER:** Tank Industry Consultants  
7740 West New York Street  
Indianapolis, IN 46214

**1. Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Furnishing of all labor, materials, equipment for the rehabilitation of the coating systems, and design and construction of fall protection systems for the 7.5 MG standpipe at Tank Site No. 2 and the 5.0 MG west standpipe at Tank Site No. 4, including painting and rechlorination of the standpipe.

The Work shall be performed at the following Work Sites:

Owners Tank Site No. 2 which is located on Bloomingdale Road south of Brandon Court in Glendale Heights and, Owner's Tank Site No. 4, which is located on 75<sup>th</sup> Street just east of Palamino Drive in unincorporated Lisle Township, both in DuPage County, Illinois.

**2. Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

**3. The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

## INVITATION

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgement;
- (7) Bidder's Sworn Work History Statement;
- (8) Other Information Submitted by Bidder, if requested;
- (9) Notice of Award; and
- (10) Contract, including all of its Attachments and Appendices, if any.

#### 4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of \$[TO BE DETERMINED] per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$[TBD] per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner and Engineer do 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 Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

#### 5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, [TO BE DETERMINED], 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

## INVITATION

### 6. Bid Security, Bonds and Insurance

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. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the forms included in Appendices to the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this \_\_\_ day of \_\_\_\_\_, 2014.

**DUPAGE WATER COMMISSION**

By: /s/ John F. Spatz  
General Manager

EXHIBIT B

**DuPAGE WATER COMMISSION**

**CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL  
PROTECTION SYSTEMS FOR TANK SITE NO. 2 AND NO. 4 WEST  
CONTRACT SS-6/14**

**GENERAL INSTRUCTIONS TO BIDDERS**

**1. Interpretation of Documents Included in Bid Package**

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

## GENERAL INSTRUCTIONS

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

### 2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

### 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 Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. 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 and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

## GENERAL INSTRUCTIONS

### 5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

### 6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall 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 Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

## GENERAL INSTRUCTIONS

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

### 7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

### 8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid



## GENERAL INSTRUCTIONS

Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### 9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

### 10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

## GENERAL INSTRUCTIONS

Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### 11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

### 12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in

## GENERAL INSTRUCTIONS

this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's 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 Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

### 13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; 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 Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

## GENERAL INSTRUCTIONS

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### 15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

## GENERAL INSTRUCTIONS

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

### 16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

EXHIBIT C

**DUPAGE WATER COMMISSION**


**CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL  
PROTECTION SYSTEMS FOR TANK SITE NO. 2 AND NO. 4 WEST  
CONTRACT SS-6/14**

**SPECIAL INSTRUCTIONS TO BIDDERS**

1. **Prohibited Suppliers**

[TBD]

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	Approval of Final Design, Plans and Specifications for the Construction of the DuPage County York Township Joint Facility and Connection Facilities	<b>APPROVAL</b>  	

Account Number: N/A

Pursuant to the York Township Joint Facility Agreement, authorized by ordinance O-3-12, DuPage County is the contracting party with the design engineer for the Joint Facility and the Connection Facilities, and DuPage County will administer the design contract for the benefit of both the Commission and DuPage County.

The engineering design, plans, and specifications for the Connection Facilities were required to incorporate the design criteria, standards, and base technical specifications and details provided by the Commission and also be supplemented with additional technical specifications as may be required for the Joint Facility and the Connection Facilities.

The final design of the Joint Facility and the Connection Facilities are subject to the review of both the Commission and DuPage County and subject to the approval of the Commission to the extent of the Connection Facilities and the common areas of the Joint Facility.

In order to assist DuPage County's desire to expedite the bidding of the project, the Commission, at their meeting of February 20, 2014, gave permission to Staff to perform design reviews and once the designs were in a form acceptable to Staff, provide interim approval to DuPage County. Staff provided said interim approval on March 31, 2014. For information purposes, the schedule of events is as follows:

Advertisement of Bid:	April 3 <sup>rd</sup>
Bid Opening:	May 1 <sup>st</sup>

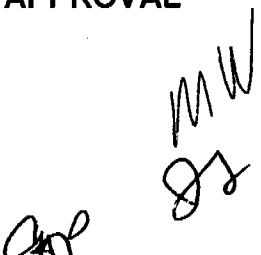
Should the County receive a low responsible bid on May 1<sup>st</sup>, the next action would tentatively be the approval of the DuPage County Award of Contract at the May 15, 2014 Commission Meeting.

**MOTION:** To Approve the Final Design, Plans and Specifications for the DuPage County York Township Joint Facility and Connection Facilities.



DATE: March 22, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	Authorize to suspend the Purchasing Procedures of the Commission's By-Laws and to authorize the purchase of two (2) High Lift Pump Motor Bearings from Electric Machinery, Inc. at a cost not to exceed \$30,000.00	<b>APPROVAL</b>	
Account No.: 01-60-6621			
<p>While staff was performing preventive maintenance on High Lift Pump Motor #8, metal shavings were found in the motor bearing oil. Staff proceeded with removing the drive end bearing of Motor #8 and performed a visual inspection of the bearing. After inspecting the bearing and discussing the findings with the motor manufacturer Electric Machinery Company, Inc., the manufacturer deemed the bearing bad and recommended replacement of both the drive and non-drive end bearings.</p> <p>This expense was budgeted in the FY 2013/2014 Annual Management Budget and the Tentative FY 2014/2015 Annual Management Budget, but Board approval is required to due to the sole source supply at a cost in excess of \$20,000. The cost is estimated not to exceed an expense of \$30,000.00</p> <p>This request would authorize to suspend the Purchasing Procedures of the Commission's By-Laws and authorize the purchase of two (2) High Lift Pump Motor Bearings from Electric Machinery, Inc. at a cost not to exceed \$30,000.00</p>			
<b>MOTION:</b> Authorize to suspend the Purchasing Procedures of the Commission's By-Laws and authorize the purchase of two (2) High Lift Pump Motor Bearings from Electric Machinery, Inc. at a cost not to exceed \$30,000.00			





**Electric Machinery Company Inc.**  
800 Central Avenue NE  
Minneapolis, MN 55413 USA  
Phone Dial: (612) 378-8000  
[www.electricmachinery.com](http://www.electricmachinery.com)


03/27/14



To Whom It May Concern:



ELECTRIC MACHINERY is the sole source to purchasing of the following repair motor/generator parts:

- 
- BEARING P/N: 129B954G01
  - BEARING P/N: 116D273G01



ALAN CARROLL  
PARTS ADMINISTRATOR  
Ph: 612-378-8083  
Fax: 612-378-8051  
Email: [Acarroll@weg.net](mailto:Acarroll@weg.net)