



DuPage Water Commission

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

AGENDA
ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, SEPTEMBER 17, 2015
6:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

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

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

RECOMMENDED MOTION: To approve the Minutes of the August 20, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-25-15:** A Resolution Approving and Authorizing the Execution of a Two Year Extension Addendum with AT&T at the Same Pricing Schedule for Communication Services – **(Estimated Annual Cost of \$22,656.00)**
- V. **R-26-15:** A Resolution Directing Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East (Contract SS-7/16) – **(A No Cost Component)**
- VI. **R-28-15:** A Resolution Awarding a Contract for Masonry, Concrete Parapet and Handrail Rehabilitation Work at the DuPage Pumping Station – **(Manusos General Contracting, Inc. - \$259,000.00)**
- VII. **RFBA:** Authorization for General Manager to Execute a Contract for Vibration Monitor Replacement at the DuPage Pumping Station – **(Mid America Dynamics, Inc. in the amount of \$74,775.00)**
- VIII. Old Business
- IX. Other
- X. Adjournment

Agendas\Engineering\2015\Eng1509.docx

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

**MINUTES OF A MEETING OF THE
RESCHEDULED ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 20, 2015
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 5:30 P.M.

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

Committee members absent: None

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

Commissioner Saverino moved to approve the Minutes of the June 18, 2015 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Furstenau and passed as follows:

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

Nays: None

Absent: None

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

Regarding Operations Maintenance, Facilities Construction Supervisor Bostick advised the Committee the roofing replacement at the DuPage Pumping Station was moving forward on schedule however during rain events; some rainwater had entered the building which the roofing contractor worked to remedy and will be approached to cover costs to remedy minor damage to items such as ceiling tiles.

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15), Facilities Construction Supervisor Bostick advised the Committee the Contractor is approximately 90% complete at Tanksite #2 with coating testing, cathodic protection system reinstallation, fall protections system installation, start-up and training on the horizon. Facilities Construction Supervisor Bostick further advised the Committee the Contractor has their containment system up at Tanksite #4W with exterior sandblasting and priming underway; with project completion as reported by the Contractor, anticipated in late September.

Facilities Construction Supervisor Bostick advised the Committee the Contractor for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation has mobilized and is performing selective demolition.

Engineering Committee Minutes 08/20/2015

Facilities Construction Supervisor Bostick advised the Committee that QRE-6/12 Work Authorization Order No. 020 appears on the agenda as R-21-15 for repairs at a cathodic protection system rectifier damaged in an automobile accident and in follow-up to Instrumentation/Remote Facilities Supervisor Schori's announcement at the June Committee meeting. Facilities Construction Supervisor Bostick advised the Committee that this action would authorize the repairs at an estimated amount of \$16,500.00 which final costs would be forwarded to the driver's automobile insurance for repayment.

Regarding the Infor EAM application, Facilities Construction Supervisor Bostick advised the Committee that the latest version software was upgraded entirely by Staff with minimal technical assistance from the vendor saving significant outside consulting fees.

Regarding R-22-15, Facilities Construction Supervisor Bostick advised the Committee the resolution is seeking approval on Quick Response Contract QR-10/13 Work Authorization Order No. 10 for pavement repairs and manhole frame and lid removal and replacement at nineteen (19) separate locations throughout the Commissions service area at an estimated cost of \$93,100.00. Pipeline Supervisor Kazmierczak advised the Committee that this work is done by permit with each affected entity and constructed to each entity's standard specifications.

Regarding R-23-15, Facilities Construction Supervisor Bostick advised that this resolution is seeking authorization to purchase steel water main piping to replace 24" and 60" diameter stock units used for recent repairs. Pipeline Supervisor Kazmierczak advised the Committee that of the two bids received, the lowest bid of Trinity Steel and Pipe best suited the needs of the Commission at a cost of \$23,800.00.

Regarding R-24-15, Facilities Construction Supervisor Bostick advised that this resolution is seeking approval to award a contract to Airy's Inc., to perform vacuum excavation services in order to locate various water mains throughout the Commission's service area at an estimated cost not to exceed \$154,945.00. Facilities Construction Supervisor Bostick pointed out to the Committee that only a single bid was received and it exceeded the budgeted amount. Pipeline Supervisor Kazmierczak informed the Committee that his post-bid inquiries found that most other RFP holders declined to submit bids due to previous contractual commitments or other various reasons. Commissioner Furstenau inquired as to the possibility of other government entities performing the work for the Commission. Operations Manager McGhee advised the Committee that other entities have in the past provided no-cost services to the Commission on a one-time limited basis and the difference here being this proposed work is a long term commitment for manpower and equipment wear and tear which most governmental entities are unable to justify the costs to provide service to others than their own rate payers.

Regarding the Request For Board Action (RFBA) for approval of Purchase Requisition 20219, Facilities Construction Supervisor Bostick advised the Committee that this request is to purchase a trailer mounted hydro excavator for Commission Staff's day-to-day use on small to medium sized maintenance projects. Facilities Construction Supervisor Bostick advised the Committee that several like units were tested and evaluated and the unit which best suits Staff's needs was the Ring-O-Matic unit available through a governmental purchasing cooperative. In addition, Facilities Construction Supervisor Bostick advised that

the Commission already owns the vehicles required for towing the trailer and commercial driver's licensing is not required.

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

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

Nays: None

Absent: None

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

Hearing none, Commissioner Furstenau moved to adjourn the meeting at 5:48 P.M. Motion seconded by Commissioner Saverino and passed unanimously as follows:

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

Nays: None

Absent: None



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 10, 2015

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of August were a total of 2.728 billion gallons. This represents an average day demand of 88.0 million gallons per day (MGD), which is higher than the August 2014 average day demand of 82.5 MGD. The maximum day demand was 100.7 MGD on August 1, 2015, which is higher than the August 2014 maximum day demand of 92.2 MGD. The minimum day flow was 74.3 MGD.

The Commission's recorded total precipitation for the month of August was 2.16 inches compared to 7.30 inches for August 2014. The level of Lake Michigan for August 2015 is 579.81 (Feet IGLD 1985) compared to 578.99 (Feet IGLD 1985) for August of 2014.

Water Conservation

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

Operations Maintenance

The DuPage Pump Station roof replacement project is 80% completed.

A Request for Board Action (RFBA) appears on the agenda requesting authorization to execute a contract with Mid America Dynamics, Inc. for the Vibration Monitor Replacement at the DuPage Pumping Station in the amount of \$74,775.00.

Facilities Construction Overview

Storage System Improvements

The Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15) is ongoing. The Contractor is about 95% complete at Tank Site #2 on Bloomingdale Road. Repairs, sand blasting and priming of the exterior of Tank Site 4 West on 75th Street is ongoing. The Engineer and Staff continue reviewing the Contractor's time extension request and are taking into consideration the progress made over the last few months. Based on current level of efforts and continued dry weather the projected completion is late September.

The Contractor for the Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation project has mobilized and has completed the stair replacements on the DPPS Reservoir. Staff and the Contractor are working towards setting the schedule for the reservoir hatch/vent work. This will require a Change Order for a time extension to be determined at a later date.

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

DuPage Pumping Station

R-28-15 appears on the agenda to award a contract for the Masonry, Concrete Parapet and Railing Rehabilitation at the Generator Facility Buildings. Due to material variance in the lowest dollar bidder's proposal, Staff is recommending award to the lowest responsive bidder, Manusos General Contracting, Inc. in the amount of \$259,000.00. This item is an engineer's recommendation stemming from the 2014-2015 Condition Assessment and is included in the approved FY-15/16 Management Budget in the amount of \$796,920.00.

Instrumentation / Remote Facilities Overview

Resolution R-25-15 appears on the agenda requesting authorization to execute a term extension addendum to the AT&T Managed Internet Service Pricing Schedule for the leased communication lines for the SCADA Backhaul System. The term extension addendum would maintain the current level of pricing for two additional years.

Meter Shop

The Annual Customer Meter Calibration program is now underway.

Infor EAM

Staff is working on implementing the Infor inventory module. This includes a user manual outlining procedures for receiving shipments, placing parts and materials into stores and bins, and issuing inventory to work orders. The goal of the project is to

ensure accountability for purchasing and to more closely track the cost of maintenance for equipment and systems.

Pipeline Maintenance and Construction Overview

Pipeline Maintenance

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

Contract QR-10 Work Authorization #10, issued for pavement repair and manhole frame and lid replacement work is underway.

Vacuum excavation work authorized pursuant to Resolution R-24-15 is underway.

Advertisements for the purchase of two (2) 60 inch butterfly valves were published on August 31st. Bid proposals are due on September 21st. These valves are scheduled to replace two (2) existing system valves that do not provide a complete shutdown. Staff's intention is to eventually install the valves under the Commission's QR-10 Contract. This work has been included in the Commission's Five-Year Capital Improvement Plan.

SEPTEMBER 2015 COMMISSION AGENDA ITEMS:

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Attachments

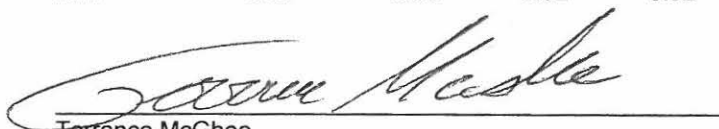
1. DuPage Laboratory Bench Sheets for August, 2015
2. Water Sales Analysis 01-August-2009 to 31-August-2015
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR AUGUST 2015

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.94	0.09	0.57	0.96	0.09	71	7.6	1.1	0.58	0	KD
2	0.93	0.10	0.58	0.96	0.10	71	7.6	1.0	0.57	0	KD
3	0.91	0.10	0.57	0.95	0.08	71	7.6	1.1	0.58	0	AM
4	0.89	0.10	0.58	0.94	0.09	71	7.6	1.1	0.59	0	AM
5	0.88	0.10	0.59	0.93	0.09	71	7.6	1.1	0.59	0	KD
6	0.87	0.10	0.59	0.92	0.08	71	7.6	1.1	0.59	0	KD
7	0.88	0.09	0.59	0.92	0.08	71	7.6	1.1	0.57	0	KD
8	0.89	0.11	0.58	0.93	0.08	71	7.6	1.1	0.59	0	KD
9	0.90	0.11	0.57	0.95	0.09	71	7.6	1.0	0.52	0	RC
10	0.88	0.11	0.59	0.92	0.09	71	7.6	1.0	0.53	0	RC
11	0.91	0.11	0.59	0.94	0.09	71	7.6	1.1	0.55	0	RC
12	0.91	0.10	0.57	0.94	0.09	71	7.6	1.0	0.54	0	CT
13	0.89	0.09	0.57	0.93	0.09	71	7.6	1.1	0.55	0	CT
14	0.87	0.09	0.56	0.92	0.11	71	7.6	1.0	0.51	0	CT
15	0.91	0.11	0.58	0.94	0.09	71	7.6	1.0	0.53	0	RC
16	0.87	0.09	0.56	0.92	0.08	71	7.7	1.0	0.53	0	RC
17	0.87	0.11	0.57	0.94	0.11	68	7.6	1.0	0.57	0	CT
18	0.89	0.10	0.56	0.93	0.09	68	7.6	1.1	0.52	0	CT
19	0.91	0.11	0.56	0.95	0.09	70	7.6	1.1	0.58	0	CT
20	0.94	0.11	0.54	0.97	0.09	70	7.6	1.1	0.53	0	RC
21	0.95	0.10	0.58	0.98	0.09	71	7.6	1.1	0.59	0	RC
22	0.93	0.10	0.56	0.96	0.09	71	7.6	1.0	0.54	0	CT
23	0.89	0.09	0.53	0.92	0.10	71	7.6	1.0	0.57	0	CT
24	0.91	0.11	0.52	0.93	0.10	71	7.6	1.1	0.58	0	CT
25	0.94	0.11	0.56	0.95	0.09	72	7.6	1.0	0.55	0	RC
26	0.90	0.10	0.55	0.94	0.09	72	7.7	1.0	0.56	0	CT
27	0.94	0.11	0.56	0.96	0.09	72	7.7	1.0	0.57	0	CT
28	0.89	0.11	0.52	0.92	0.09	72	7.6	1.1	0.58	0	CT
29	0.92	0.10	0.56	0.94	0.09	72	7.6	1.0	0.55	0	RC
30	0.92	0.10	0.54	0.95	0.09	71	7.6	1.0	0.55	0	RC
31	0.91	0.10	0.57	0.94	0.09	72	7.6	0.9	0.57	0	CT
AVG	0.90	0.10	0.57	0.94	0.09	71	7.6	1.0	0.56	0	
MAX	0.95	0.11	0.59	0.98	0.11	72	7.7	1.1	0.59	0	
MIN	0.87	0.09	0.52	0.92	0.08	68	7.6	0.9	0.51	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Aug-15

PER DAY AVERAGE 80,220,314

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	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,966,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
Mar-15	2,094,277,000	2,161,266,992	96.90%	\$9,801,216.36	\$8,240,911.04	965,682	0.04%	96.95%	\$4.68	\$3.813
Apr-15	1,984,985,000	2,045,765,854	97.03%	\$9,289,729.80	\$7,800,505.20	10,301,376	0.50%	97.53%	\$4.68	\$3.813
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
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
TOTALS (1)	683,717,732,798	702,946,167,448	97.26%	\$1,152,703,570.18	\$1,071,161,259.52	678,524,294	0.10%	97.36%	\$1.69	\$1.524

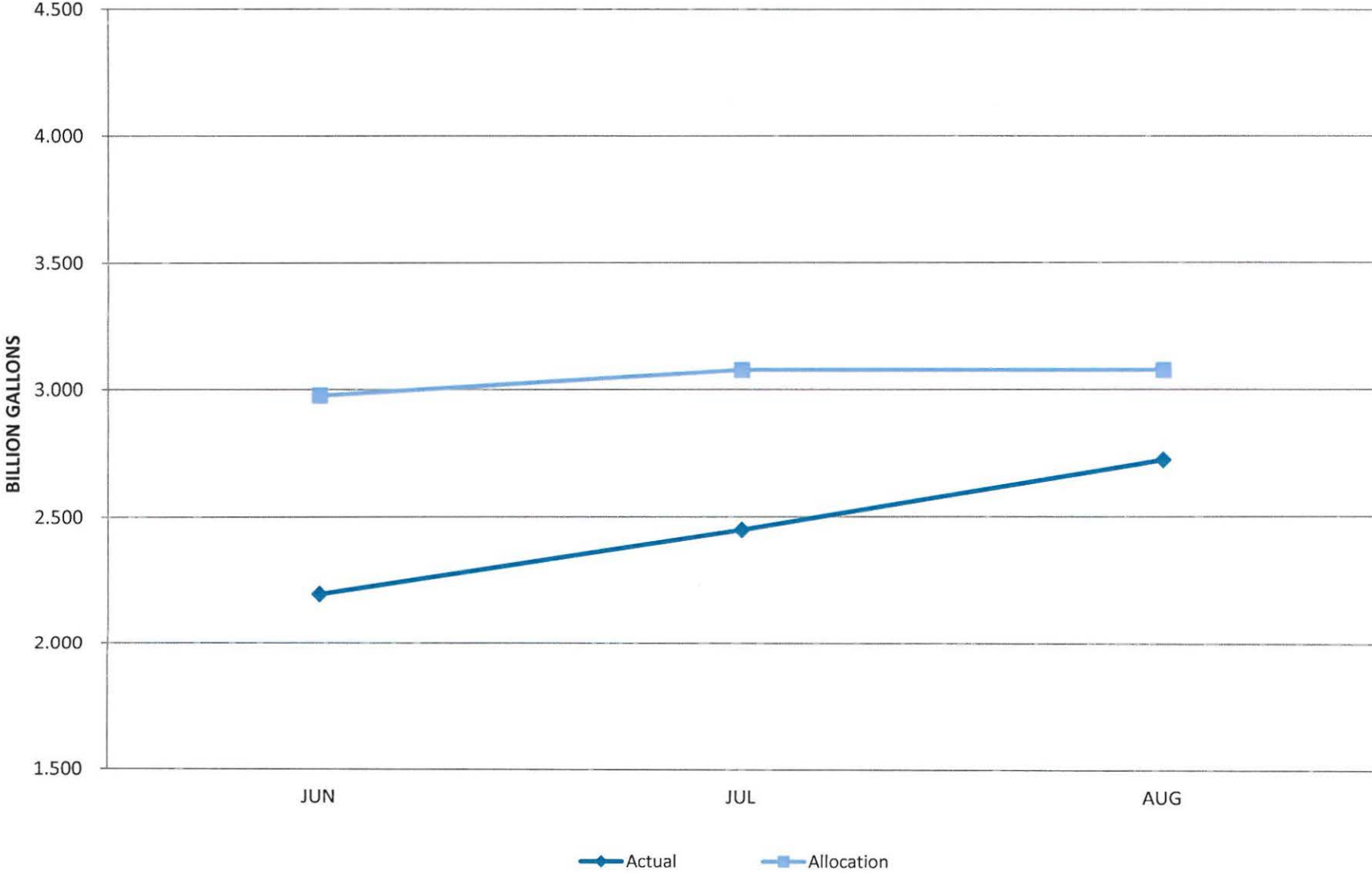
(1) - SINCE MAY 1, 1992

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

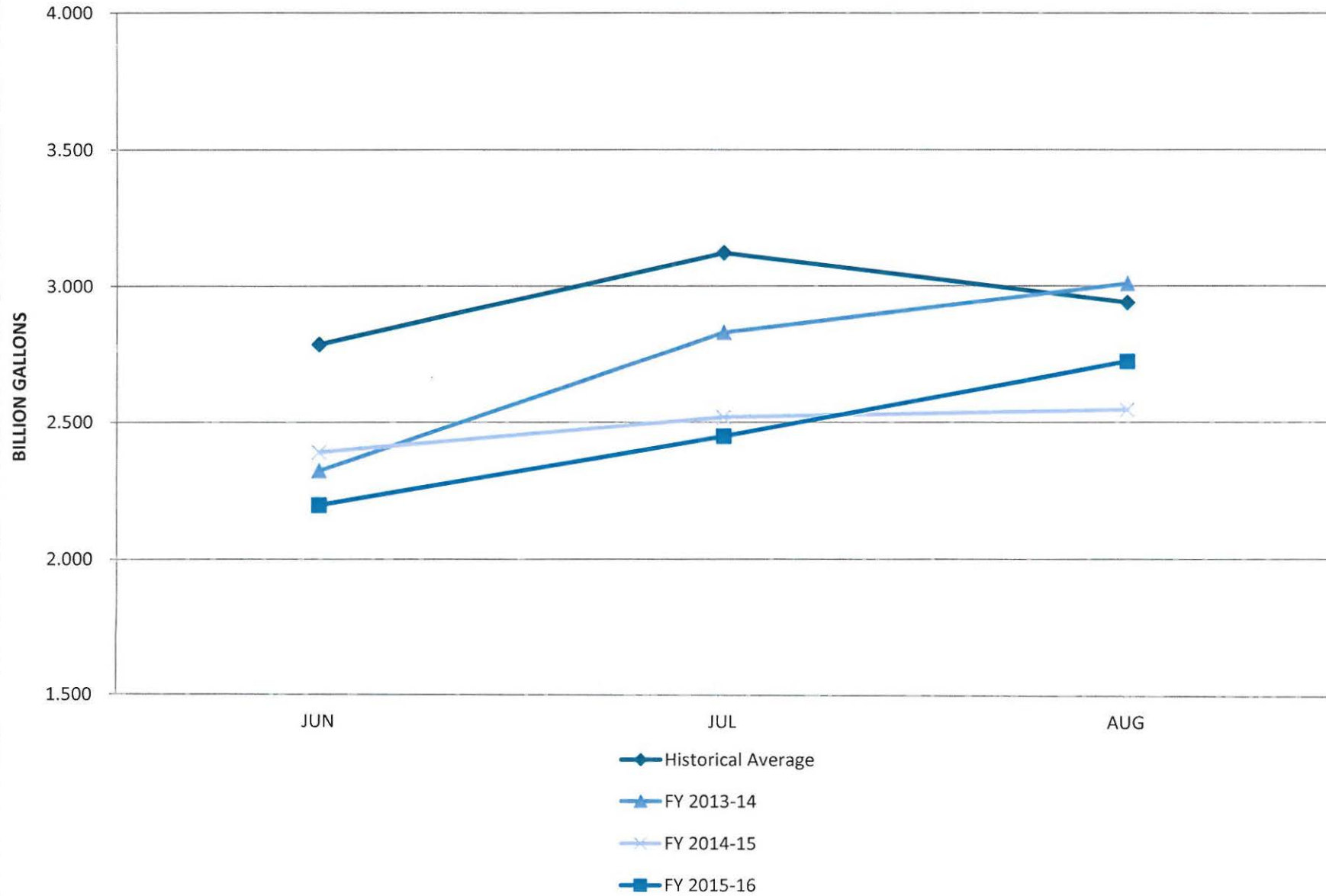
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Aug-14	9,731,938,000	10,045,824,849	96.88%	38,635,794	33,311,955				\$3.97	\$3.316
Aug-15	9,583,632,000	9,878,623,416	97.01%	46,480,615	37,667,191				\$4.85	\$3.813
	(148,306,000)	(167,201,433)		\$7,844,821	\$4,355,236					
	-1.5%	-1.7%		20.3%	13.1%					
Month										
Aug-14	2,545,942,000	2,624,634,258	97.00%	10,107,390	8,703,287				\$3.97	\$3.316
Aug-15	2,723,202,000	2,807,092,033	97.01%	13,207,530	10,703,442				\$4.85	\$3.813
	177,260,000	182,457,775		\$ 3,100,140	\$ 2,000,155					
	7.0%	7.0%		30.7%	23.0%					
Aug>July	274,946,000	285,065,366		1,333,488	1,086,954					

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

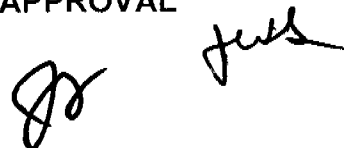



DU PAGE WATER COMMISSION SALES FY 2015-16, 2014-15 & 2013-14 VS. HISTORICAL AVERAGE



DATE: September 10, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote Majority Vote	ORIGINATING DEPARTMENT Instrumentation / Remote Facilities Department
ITEM A Resolution Approving and Authorizing the Execution of a Two Year Extension Addendum with AT&T at the Same Pricing Schedule for Communication Services at the September 17, 2015 DuPage Water Commission Meeting Resolution No. R-25-15	APPROVAL  
<p>Account Number: 01-60-662400</p> <p>The Commission entered into an agreement with AT&T for leased communication lines on 10/9/2012 through the authority granted by resolution R-31-12. This was a three year agreement. AT&T has offered a two year term extension addendum at the same pricing schedule. The leased communication lines create a dedicated private network known as the SCADA Backhaul System for communicating data collected from the Commissions remote facilities through the master radios located at three of the Toll Highway Authorities tower locations. AT&T monitors and maintains the system for a reliability rating of 99.999% uptime.</p> <p>To authorize the General Manager to execute a Two Year Extension Addendum at the existing AT&T Managed Internet Service (MIS) Pricing Schedule.</p> <p>Resolution No. R-25-15 would suspend the purchasing procedures of the Commission's By-Laws and authorize the execution of an Addendum to the existing AT&T MIS Pricing Schedule.</p>	
MOTION: To adopt Resolution No. R-25-15.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-15

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN ADDENDUM TO THE AT&T MANAGED
INTERNET SERVICE PRICING SCHEDULE AT THE
SEPTEMBER 17, 2015, DUPAGE WATER COMMISSION MEETING

WHEREAS, the Commission entered into an agreement with AT&T for leased communication lines on 10/9/2012 through the authority granted by resolution R-31-12; and

WHEREAS, this was a three year agreement and AT&T has offered a two year term extension addendum at the same pricing schedule; and

WHEREAS, the leased communication lines create a dedicated private network known as the SCADA Backhaul System for communicating data collected from the Commissions remote facilities through the master radios located at three of the Toll Highway Authorities tower locations; and

WHEREAS, AT&T monitors and maintains the system for a reliability rating of 99.999% uptime; and

WHEREAS, it is in the best interests of the Commission to provide the General Manager with discretionary authority to execute the Addendum to the AT&T Managed Internet Service Pricing Schedule.;

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

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

SECTION TWO: An Addendum to the Managed Internet Service Pricing Schedule between the DuPage Water Commission and AT&T, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 with

Resolution No. R-25-15

such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Addendum, for a two year extension, to the Managed Internet Service Pricing Schedule between the DuPage Water Commission and AT&T, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the Addendum to the Managed Internet Service Pricing Schedule between the DuPage Water Commission and AT&T, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption by a vote of majority of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater, the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2015.

Chairman

ATTEST:

Clerk

Exhibit 1



AT&T MA Reference No. _____
 AT&T Attachment/PS Reference No. _____

**AT&T Managed Internet Service
 Addendum to the Attachment/Pricing Schedule**

CSM150716161850

Customer Entity ("Customer") Dupage Water Commission	Customer Address and Phone Number 600 E Butterfield Rd Elmhurst, IL 60126 6308340100
--	--

This is a term extension addendum ("Addendum") to the AT&T MIS Attachment/Pricing Schedule ("Pricing Schedule") with the contract reference **MIS290895**. AT&T and Customer hereby agree to extend the Pricing Schedule Term for an additional **24 Months**. This Addendum shall become effective when signed by both parties ("Effective Date"). This Addendum is a part of the Master Agreement between AT&T and Customer referenced above.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREED:

Customer

By: _____
 (Authorized Agent or Representative)

 (Typed or Printed Name)

 (Title)

 (Date)

AGREED:

AT&T

By: _____
 (Authorized Agent or Representative)

 (Typed or Printed Name)

 (Title)

 (Date)

AT&T Sales Contact Information	AT&T Branch Contract Contact Information	AT&T Authorized Agent Information (if applicable)
JOSEPH P WOOD 4513 WESTERN AVE LISLE, IL 60532 Telephone: 6308105235 Fax: 847-513-0888 Email: jw6164@mwwmail.att.com Branch Manager: Ed Sarna Sales Strata: ABS Sales Sales Region: Central	FMM, Contract Specialist, IP Sales Specialist or CPM, based on strata Name: bcs contract management bcs Chicago, IL 60606 Telephone: 9999999999 Email: g02085@att.com	Name: Company Name: Telephone: Fax: Email: Agent Code:



**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Customer	AT&T
Dupage Water Commission Street Address: 600 E Butterfield Rd City: Elmhurst State/Province: IL Zip Code: 60126 Country: USA	AT&T Corp. or enter the International Affiliate Name
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: John W Schori Title: Street Address: 600 E Butterfield Rd City: Elmhurst State/Province: IL Zip Code: 60126 Country: United States Telephone: 6308340100 Fax: Email: schori@dpwc.org Customer Account Number or Master Account Number:	Name: JAMES M BERINGER Street Address: 65 W WEBSTER ST City: JOLIET State/Province: IL Zip Code: 60432 Country: USA Telephone: 8154391464 Fax: 800-505-7654 Email: jb7471@us.att.com Sales/Branch Manager: Kevin Serra SCVP Name: Sales Strata: Small Business Market Sales Region: Central With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i>	By: eSigned - Sandra Sheehan
Name: JOHN SPATZ	Name:
Title: GENERAL MANAGER	Title: Associate Director
Date: SEPT 26, 2012	Date: 09 Oct 2012

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

145898UA
CSM120831144053

1. SERVICES

Service	
AT&T Managed Internet Service (MIS)	http://new.serviceguide.att.com/portals/sgportal.portal?nfpb=true&pageLabel=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sq=bws

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	Discount
N/A	56/64 Kbps [†]	\$190	\$260	N/A
T-1	128 Kbps [†]	\$225	\$295	N/A
T-1	256 Kbps [†]	\$280	\$350	N/A
T-1	384 Kbps [†]	\$335	\$405	N/A
T-1	512 Kbps [†]	\$390	\$460	N/A
T-1	768 Kbps [†]	\$410	\$480	N/A
T-1 - Frame*	1024 Kbps*	\$425	\$495	N/A
T-1	T-1	\$470	\$540	47.0 %
E-1*	E-1	\$470	\$540	N/A
2xT-1	3 Mbps	\$850	\$1,145	47.0 %
3xT-1	4.5 Mbps	\$1,100	\$1,395	47.0 %
4xT-1	6 Mbps	\$1,250	\$1,545	47.0 %
5xT-1	7.5 Mbps	\$1,480	\$2,360	47.0 %
6xT-1	9 Mbps	\$1,715	\$2,595	47.0 %
7xT-1	10.5 Mbps	\$1,915	\$2,795	47.0 %
8xT-1	12 Mbps	\$2,190	\$3,070	47.0 %

* Not available with MPLS PNT

[†] Available only with MPLS PNT Feature v.2.3.05

AT&T and Customer Confidential Information

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RM ID I-10KDPIB
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v.10/01/11

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

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Table 2: Burstable T-1

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 128kbps	\$270	\$340
128.01 - 256 Kbps	\$340	\$410
256.01 - 384 Kbps	\$405	\$475
384.01 - 512 Kbps	\$470	\$540
512.01 Kbps - 1.544 Mbps	\$565	\$635

v.2.3.05

Table 3: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

v.07.01.04

Table 4: Multiple Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170
up to 128kbps	\$340
128.01 - 256 Kbps	\$410
256.01 - 384 Kbps	\$475
384.01 - 512 Kbps	\$540
512.01 Kbps - 1.544 Mbps	\$635

v.2.20.06

Table 5: Redundancy Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option -additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT-1: \$350	N/A

v.2.3.05

Table 6: MARO Features - Installation Fees

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS & MIS w/Managed Router
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

v.2.6.05

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

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CSM120831144053

Table 7: MIS Tele - Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500

v.12.10.07

Table 8: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999

v.12.10.07

Table 9: Class Of Service Option - Tiered T-1 and Burstable Service - Monthly Service Fees

Discount: 80.0 %

Speed	Class of Service Monthly Fee - List Price* (w/ or w/out Managed Router, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps**	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225

* Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

(†) no real-time class available

v.6.1.06

Table 10: Class Of Service Option - Installation Fees

Discount: 100.0 %

Class of Service Undiscounted Installation Fee*	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service

v.2.3.05

Table 11: MIS+NCS Option

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

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Table 12: MIS + NCS Installation Fees

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.05

Table 13: MPLS PNT Feature

Discount: : 67.0 %

Access Method	Speed	Undiscounted Monthly Service Fee MIS & MIS w/Managed Router
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200

v.9/28/05

Table 14: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT, and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	\$200

v.04.15.05

Table 15: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB
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Table 16: MultiCast Installation

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

AT&T and Customer Confidential Information

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v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09


Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours - 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

v.07/01/04

DATE: September 17, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Facilities Construction /Safety Coordinator
ITEM A Resolution Directing Advertisement for Bids on a Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East (Contract SS-7/16) Resolution No. R-26-15	APPROVAL 
<p>Account Number: Not Applicable</p> <p>At the February 19, 2015, Committee of the Whole meeting, the Board was presented with a draft of the Five-Year Capital Improvement Program which included the painting and other construction work for Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 1 and No. 4 East in 2016. Resolution No. R-26-15 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> <p>It is anticipated that bids will be received in late 2015 and contract award in early 2016 with work commencing at the beginning of FY-16/17.</p> <p>This action does not authorize the construction or any expense to perform work other than costs associated with the publication of statutorily required legal notices.</p>	
MOTION: To approve Resolution No. R-26-15.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-15

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE REHABILITATION OF COATING SYSTEMS AND FALL
PROTECTION SYSTEMS FOR TANK SITE NO. 1 AND NO. 4 EAST
(Contract SS-7/16)

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. 1 and No. 4 East —Contract SS-7/16" (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-26-15

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 _____, 2015.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-26-15.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. 1 AND NO. 4 EAST
CONTRACT SS-7/16

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Dixon Engineering, Inc.
1104 3rd Avenue
Lake Odessa, MI 48849

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. 1 and the 5.0 MG East 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. 1 which is located at the rear of 240 West Central Avenue in Roselle and, Owner's Tank Site No. 4, which is located on 75th 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, [DATE TO BE DETERMINED],[201X], 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.

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 _____, 2015.

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. 1 AND NO. 4 EAST
CONTRACT SS-7/16**

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. 1 AND NO. 4 EAST
CONTRACT SS-7/16

SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. **Pre-Existing Conditions and Project Record Documents.** Information as to the Owner's existing facilities has been indicated or provided solely for the convenience of prospective Bidders. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Summarized Tank Information Sheets will be made available for review and an evaluation report of the 7,500,000 gallon steel standpipe dated January 11, 2013, and an evaluation report of the 5,000,000 gallon steel standpipe dated January 7, 2013, each with color photographs prepared by Tank Industry Consultants covering the evaluations of the tanks are available for review in the office of the Owner. Bidders may examine at the offices of Owner the "Drawings of Record" from the initial construction of the standpipes and appurtenances within the Work Site. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders included in this Bid Package for provisions related to the improper use of this information.

B. **Pre-Bid Work Site Inspections.** As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make explorations or observations to determine conditions at or around the Work Site shall obtain permission from the Owner or other appropriate property owner prior to commencement of any such activity. The Owner will provide access to the Work Sites for such pre-bid inspections from 7:00 a.m. to 1:00 p.m. on normal business days. To schedule an appointment, contact Chris Bostick at (630) 834-0100 a minimum of 48 hours in advance to schedule an appointment.

C. **Fall Protection Specialist.** The Contractor shall employ a Pre-Qualified Fall Protection Specialist to design, fabricate and install a complete turnkey OSHA and ANSI compliant 100% continuous fall protection system for each standpipe's fixed ladder and walking/working surfaces, including, but not limited to replacing the

SPECIAL INSTRUCTIONS

tubular steel type ladder climbing system with cable type ladder climbing systems, standard handrails, horizontal lifelines, anchorages, connectors, full body harnesses, deceleration devices, lanyards, safety gates or grates, and anchorage points to be employed by first responder rescuers.

D. Tank Mixing Systems. Owner operates mixing systems within each Work Site. To maintain warranty provisions of the tank mixing equipment, the successful Bidder shall be required to retain the services of, and pay all costs incurred by, Utility Service Group, DeKalb, IL 60115, to remove and replace the mixer prior to commencement of, and after completion of rehabilitation work. Work shall be coordinated with Mr. Bill Murfree (815) 761-6190.

E. Testing. All quality control testing is to be performed by the successful Bidder unless the Specifications included in this Bid Package specifically identify Owner or Engineer as the entity responsible for such testing.

F. Major Subcontractors. Bidder shall include with their bid the names, addresses, telephone numbers and representative's name for Major Subcontractors which the Bidder proposes for the Work:

[TBD]

G. Suppliers/Manufacturers. Bidder shall include with their bid the names, addresses and of the following material Manufacturers and the names, addresses, telephone numbers and representative's name for Local Suppliers which the Bidder proposes for the Work:

[TBD]

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete, relocate, or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes or relocates any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion or relocation nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion, relocation, or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion, relocation, or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

BIDDERS ARE DIRECTED TO SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR WORK HOUR RESTRICTIONS.

SPECIAL INSTRUCTIONS

B. Permits. The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

The following Persons have been contacted in reference to the above:

Illinois Environmental Protection Agency
Division of Public Water Supplies
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276
217-782-2829



IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR ANY SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder's non-exclusive use. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties.

In addition, the Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate the Owner's usage.

DATE: September 10, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Awarding a Contract for Masonry, Concrete Parapet and Handrail Rehabilitation Work at the DuPage Pumping Station Resolution No. R-28-15	APPROVAL	 

Account No.: 01-60-771600

On August 26, 2015, the Commission invited sealed bids for the rehabilitation of the DuPage Pumping Station Generation Facility masonry, concrete parapets and handrails. The Commission advertised for bids in the Daily Herald, in addition to posting a notice of the invitation on the Commission's web site, with various plan rooms as well as direct solicitation of area contractors. At the time of bidding a total of eight (8) contractors held bid packages.

Sealed bids were received until 1:00 p.m., local time, September 8, 2015, at which time all bids were publicly opened and read aloud. The engineer's opinion of probable cost was \$796,920.00, and the following bids were received:

ATP Enterprise Group, Inc., Northfield IL	\$137,000.00
Manusos General Contracting, Inc., Fox Lake IL	\$259,000.00
Berglund Construction Co., Chicago IL	\$260,000.00
Mertes Contracting Corp., Broadview IL	\$280,500.00
Soumar Masonry Restoration, Inc., Elmhurst IL	\$376,500.00

The bid submitted by the low dollar bidder was unresponsive, significantly because the bidder did not submit a bid security meeting the minimum requirements set forth in the bid specifications. Because courts have found bid bond deficiencies to be material variances, Staff is recommending that the proposal of the low dollar bidder be rejected as unresponsive.

The second lowest bid, Manusos General Contracting, Inc., contained one minor deficiency: Failure to attach the paper copy of Addendum #1 although the addendum was properly acknowledged in the required space in the proposal form and via email the day the addendum was released. Staff believes this variance to be minor and non-material.

Thus, Resolution No. R-28-15 would award the contract to the lowest "responsive" bidder, Manusos General Contracting, Inc., in the bid amount of \$259,000.00.

Resolution No. R-11-15

This project is being undertaken as a direct Engineer's recommendation in the 2014/2015 Condition Assessment and was included in the FY-15/16 Management Budget as a Capital Improvement Project.

MOTION: To approve Resolution No. R-28-15.

DuPAGE WATER COMMISSION

RESOLUTION R-28-15

A RESOLUTION AWARDING A
CONTRACT FOR MASONRY, CONCRETE PARAPET AND
HANDRAIL REHABILITATION WORK

WHEREAS, bids for Masonry, Concrete Parapet and Handrail Rehabilitation Work were received on September 8, 2015; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined (a) the lowest bid is unresponsive due to material variance from the bid specifications, and (b) the bid of Manusos General Contracting, Inc. is the most favorable to the interests of the Commission.

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

SECTION ONE: The foregoing recitals are hereby incorporated herein as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby rejects the bid of ATP Enterprises Group, Inc. and awards the Contract for the Masonry, Concrete Parapet and Handrail Rehabilitation Work to Manusos General Contracting, Inc., in the bid amount of \$259,000.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract that is acceptable to the DuPage Water Commission.

Resolution No. R-28-15

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2015.

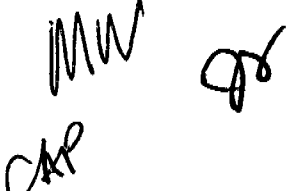
Chairman

ATTEST:

Clerk

Board/Resolutions/R-28-15

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	Authorization for General Manager to execute a contract with Mid America Dynamics, Inc. for vibration monitor replacement at the DuPage Pumping Station in the amount of \$74,775.00.	APPROVAL	
			

Account Number: 01-60-771400

As identified in the condition assessment and as included in the Commission's Five Year Capital Improvement Plan, the vibration monitor system that protects the rotating equipment i.e. large service pumps and motors at the DuPage Pump Station is obsolete and requires replacement.

This request would authorize the General Manager to execute a contract with Mid America Dynamics, Inc. for the Vibration Monitor Replacement project at the DuPage Pumping Station in the amount of \$74,775.00.

The approved Capital Improvement Budget includes \$250,000.00 in account number 01-60-771400 for Vibration Monitor Replacement at the DuPage Pumping Station. Board approval is required due to the contract cost exceeding \$20,000.00.

The Commission solicited sealed proposals for Vibration Monitor Replacement at the DuPage Pumping Station by direct invitation, as well as by notice published in the *Chicago Tribune* on August 14, 2015 and by posting notice of the solicitation on the Commission's website starting August 14, 2015 and ending on August 28, 2015. Sealed proposals were received until 10:00 a.m., local time, August 28, 2015, at which time all proposals were publicly opened and read aloud.

Of the three (3) companies that held copies of the Request for Proposals (RFP) document, three (3) proposals were received (see tabulation below). Of the three (3) proposals received, the proposal of Mid America Dynamics, Inc. included a minor inaccuracy, but was found to be the lowest responsible bidder and most favorable to the interests of the Commission.

Company	Price
Mid America Dynamics, Inc.	\$74,775.00
SEC of America, Inc.	\$82,447.00
ACI Controls	\$84,965.00

MOTION: To authorize General Manager to execute a contract with Mid America Dynamics, Inc. for vibration monitor replacement at the DuPage Pumping Station in the amount of \$74,775.00.