



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, OCTOBER 19, 2017**  
**6:00 P.M.**

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

## COMMITTEE MEMBERS

D. Loftus, Chair  
J. Fennell  
F. Saverino  
M. Scheck  
J. Zay

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

**RECOMMENDED MOTION: To approve the Minutes of the September 21, 2017 Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. R-33-17: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**John Neri Construction Co., Inc. – Estimated Cost of \$138,500.00**)
- V. R-34-17: A Resolution Directing Advertisement for Quick Response Electrical Contract QRE-8/17 (**No Cost Component for This Action**)
- VI. R-37-17: A Resolution Directing Advertisement for Bids on a Contract for Hot Water Heater Replacement (**No Cost Component for This Action**)
- VII. RFBA: Authorization for General Manager to accept a Proposal from Corpro for Professional Services for the Bartlett Supply Line. (**NTE \$22,000**)
- VIII. RFBA: Authorization for the General Manager to Execute an Extension of the Current Electrical Supply Agreement
- IX. Old Business
- X. Other
- XI. Adjournment

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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 THE MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DUPAGE WATER COMMISSION  
HELD ON THURSDAY, SEPTEMBER 21, 2017  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Committee members in attendance: J. Fennell, D. Loftus and M. Scheck

Committee members absent: F. Saverino and J. Zay

Also in attendance: C. Bostick, J. Healy, E. Kazmierczak, D. Novotny, R. Obarski, J. Schori, J. Spatz (6:15 p.m.) and M. Weed.

Commissioner Fennell moved to approve the Minutes of the August 17, 2017 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck.

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

Nays: None

Absent: F. Saverino and J. Zay

Chairman Loftus requested an overview of the Status of Operations Report.

Regarding R-30-17 Facilities Construction Supervisor Bostick advised the Committee that this agenda item is to seek authorization for advertisement for bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps to enable Staff to have work performed on the Commission's High Lift Pumps and ancillary equipment, and that this action is a no cost item other than the cost to publish the public notices.

Regarding the Village of Bartlett water service, Manager of Water Operations McGhee advised the Committee that design is nearing completion, the pipeline easements are in process, and the Army Corp Of Engineers are reviewing the project permit application for environmental impacts to wetlands and water courses.

Regarding the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No. 3, Facilities Construction Supervisor advised the Committee that Standpipe No. 3 is back in service with a few outstanding punchlist items needing attention.

Regarding R-28-17, Facilities Construction Supervisor Bostick advised the Committee that this agenda item is to seek authorization for the General Manager to enter into a

## Engineering Committee Minutes 09/21/2017

sole source agreement addendum with AT&T to continue leasing data lines for the SCADA Backhaul System. Facilities Construction Supervisor Bostick also advised the Committee the annual costs for the service remain the same as in past years.

Facilities Construction Supervisor Bostick advised the Committee that in follow up to last month's presentation regarding Flow Meter Replacement, Staff has placed four action items on the agenda to begin the project:

R-27-17, which is to authorize Quick Response Electrical Contract Work Authorization Order (WAO) No. 16. The WAO is to prepare all eighty-two (82) meter stations for new flow meters which includes replacing data cables between each meter and a control cabinet and also installing cellular LTE devices, and;

Engineering and Construction Committee Agenda Item VIII, which is a Request For Board Action to authorize the sole source purchase of new flow meters, parts and equipment from the only authorized manufacturer's supplier (Core and Main, LLP), and;

Engineering and Construction Committee Agenda Item IX, which is a Request For Board Action to authorize advertisement for bids to enter into a contract to provide the mechanical services to remove and replace the flow meters at the Commission metering stations, and;

Engineering and Construction Committee Agenda Item X, which is a Request For Board Action to authorize the sole source purchase of automatic meter reading (AMR) system, parts and equipment from the only authorized manufacturer's supplier (Midwest Meter, Inc.).

Chairman Loftus reminded the Committee that these items were discussed at the August 2017 Engineering and Construction Committee meeting and asked if any member had any questions or comments regarding the sole source purchasing. Hearing none, Chairman Loftus asked to continue with the Status of Operations report.

J. Healy, D. Novotny and R. Obarski left the meeting at 6:10 P.M.

Regarding R-31-17, Facilities Construction Supervisor Bostick advised the Committee that this is a request to ratify Work Authorization Order No. 03 to John Neri Construction Co. Inc., for work necessary to repair a leak on the 16" ductile iron main located on York Road in the City of Elmhurst. Facilities Construction Supervisor Bostick reminded the Committee that the leak occurred just prior to the August 2017 meeting and this action is to cover the expense of those repairs.

General Manager Spatz entered the meeting at 6:15 P.M.

General Manager Spatz advised the Committee that hydraulic modeling determined an issue with the South Transmission Main known as TS-5 which was believed to be part of the operational difficulties encountered when attempting to isolate a section of the Southwest Transmission Main to facilitate the removal and replacement of a 60"

diameter valve in Oakbrook Terrace. Upon investigation by Staff and pipeline personnel, pipeline personnel were able to determine that a 48" butterfly valve on the north side of Downers Grove had broken in the closed position. General Manager Spatz advised the Committee that Staff had discussed several options to remedy the situation and has determined that replacement of the valve is necessary and the material cost will be approximately \$16,000.00 and labor & equipment cost estimate by Quick Response Contractors would be approximately \$140,000.00. General Manager Spatz advised the Committee that ratification of the Work Authorization Order would come at a future Commission meeting.

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 8 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Fennell.

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

Nays: None

Absent: F. Saverino and J. Zay

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

Hearing none, Commissioner Scheck moved to adjourn the meeting at 6:25 P.M. Motion seconded by Commissioner Fennell.

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

Nays: None

Absent: F. Saverino and J. Zay



# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Terry McGhee  
Manager of Water Operations

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

DATE: October 11, 2017

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of September were a total of 2.7 billion gallons. This represents an average day demand of 88.4 million gallons per day (MGD), which is higher than the September 2016 average day demand of 79.0 MGD. The maximum day demand was 100.5 MGD recorded on September 24, 2017, which is higher than the September 2016 maximum day demand of 90.7 MGD. The minimum day flow was 77.7 MGD.

The Commission's recorded total precipitation for the month of September was 0.3 inches compared to 0.6 inches for September 2016. The level of Lake Michigan for September 2017 is 580.5 (Feet IGLD 1985) compared to 580.0 (Feet IGLD 1985) for September of 2016

### Water Conservation

Staff met with the Village of Westmont to discuss the Villages of Westmont and Clarendon Hills' Richmond Gardens and apiary conservation project located between the two Villages. The Richmond Gardens will have a rain cistern, bioswales, rain gardens, and rain barrels available for purchase. The apiary will house bees along with many different types of trees and plants that are native to the area for children to learn about. DWC will partner with the Villages to have a water conservation feature added next year since it is still in the design phase.

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 dates for staff training.

### Operations Maintenance

R-37-17 appears on the agenda seeking authorization to advertise for bids on a Contract for Hot Water Heater Replacement. The existing hot water heater located at the DuPage Pumping Station is at the end of its useful lifecycle.

### Bartlett Water Service

The Commissions Engineers are nearing completion of the design drawing for the Bartlett Supply Line Project, in addition, they are finalizing the permit process with all related regulatory agencies. Staff is working with the attorney and engineers to finalize easement agreements with local land owners.

### Facilities Construction Overview

#### Standpipe Rehabilitation

Coating rehabilitation work has been completed for the Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 3 (Contract SS-8/17) with Era-Valdivia Contractors, Inc. The standpipe has been back in operation since September 21<sup>st</sup>. The Fall Protection System installation and other punch list work is ongoing. The original Contract Completion Date was September 7<sup>th</sup> however due to weather related delays incurred during the project, the actual Contract Completion Date must be pushed back to a date yet to be determined by the Engineer.

### Instrumentation / Remote Facilities Overview

#### Quick Response Electrical Contract QRE-7/15

On the agenda is R-34-17 a resolution directing advertisement for Quick Response Electrical Contract QRE-8/17.

Work Authorization Order No. 17 to provide and install new single-mode fiber optic cable between the main pump station building and the generator facility for 10Gbps network communication. Submittals have been approved and materials are on order.

Work Authorization Orders No. 15 is to replace two damaged electrical disconnects and J-Box at Tank Site 4. Parts are on order and work is expected to be completed before the end of September.

Flow Meter Replacement Project

The new meters and parts for installation are all on order. Delivery schedules are 3-4 weeks for the initial batch of meters to outfit the meter test benches. About 4 weeks later approximately 15 meters will be delivered per week. Early November the electrical contractor will begin installing new cables for each meter. Tested new meters are scheduled to begin delivery to meter stations starting end of November and installation beginning in early January. The project is scheduled to be completed no later than the end of August 2018.

Infor EAM

Staff is working with Infor Support Services to install EAM version 11.3 in the training environment. Once Staff is confident that new version is fully functional the plan is to upgrade the production application to version 11.3.

Pipeline Maintenance and Construction Overview

Staff continues inspection and repair work on distribution system blow off valves and expects to complete this work by the end of the year.

Staff has discovered that a valve located at Douglas Road and Ogden Avenue is inoperative and fixed in the closed position. Resolution R-33-17 appears on the Commission agenda as a Resolution to Approve Work Authorization Order No. 005 to John Neri Construction Co., Inc. for the work necessary to remove the existing inoperative valve and, in its place, install a new valve at an estimated cost of \$ 138,500.00.

OCTOBER 2017 COMMISSION AGENDA ITEMS:

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**Attachments**

1. DuPage Laboratory Bench Sheets for September, 2017
2. Water Sales Analysis 01-September-2009 to 31-September-2017
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

<http://sp2013/Status%20of%20Operations/2017/0913.docx>

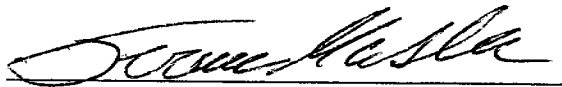


DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR SEPTEMBER 2017

## LEXINGTON SUPPLY

## DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub>	TURBIDITY	PO <sub>4</sub>	FREE CL <sub>2</sub>	TURBIDITY	TEMP	pH	Fluoride	PO <sub>4</sub>	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	0.90	0.09	0.58	1.02	0.08	68	7.4	0.7	0.55	0	RC
2	0.93	0.09	0.53	1.02	0.08	69	7.4	0.8	0.54	0	AM
3	0.96	0.09	0.55	1.00	0.08	69	7.4	0.8	0.58	0	KD
4	0.94	0.09	0.58	0.97	0.09	69	7.4	0.7	0.54	0	KD
5	0.91	0.09	0.56	0.96	0.09	69	7.4	0.7	0.54	0	KD
6	0.92	0.10	0.57	0.95	0.08	69	7.4	0.7	0.56	0	AM
7	0.94	0.10	0.53	0.96	0.08	69	7.4	0.7	0.56	0	AM
8	0.96	0.11	0.54	0.92	0.09	69	7.4	0.8	0.55	0	AM
9	0.95	0.10	0.55	0.96	0.08	69	7.4	0.7	0.55	0	KD
10	0.94	0.09	0.53	0.97	0.10	68	7.4	0.7	0.53	0	KD
11	0.94	0.09	0.51	0.97	0.08	68	7.4	0.7	0.51	0	AM
12	0.95	0.09	0.56	0.94	0.08	68	7.4	0.8	0.52	0	AM
13	0.96	0.09	0.54	0.96	0.08	68	7.5	0.8	0.54	0	KD
14	0.95	0.10	0.57	0.93	0.09	68	7.4	0.8	0.55	0	KD
15	0.94	0.08	0.57	0.94	0.09	68	7.4	0.8	0.58	0	KD
16	0.93	0.09	0.56	0.96	0.08	68	7.4	0.8	0.55	0	AM
17	0.94	0.09	0.56	0.95	0.08	68	7.3	0.8	0.57	0	KD
18	0.95	0.09	0.54	0.97	0.07	69	7.4	0.7	0.55	0	KD
19	0.94	0.10	0.50	0.98	0.09	68	7.5	0.7	0.52	0	KD
20	0.93	0.10	0.56	0.94	0.08	69	7.5	0.7	0.55	0	AM
21	0.92	0.11	0.58	0.92	0.09	69	7.4	0.8	0.52	0	AM
22	0.93	0.10	0.51	0.98	0.08	70	7.4	0.7	0.52	0	AM
23	0.95	0.09	0.52	0.97	0.08	70	7.3	0.7	0.54	0	KD
24	0.96	0.09	0.55	0.97	0.07	71	7.4	0.7	0.56	0	KD
25	0.98	0.09	0.54	0.98	0.08	71	7.4	0.7	0.56	0	AM
26	0.95	0.09	0.57	0.99	0.07	69	7.4	0.7	0.55	0	AM
27	0.92	0.10	0.53	0.91	0.08	66	7.5	0.6	0.58	0	KD
28	0.98	0.09	0.53	0.99	0.07	67	7.4	0.7	0.57	0	KD
29	0.97	0.09	0.56	0.95	0.08	66	7.5	0.7	0.54	0	KD
30	0.96	0.08	0.56	0.98	0.08	69	7.4	0.7	0.58	0	CT
31											
AVG	0.94	0.09	0.55	0.96	0.08	69	7.4	0.7	0.55	0	
MAX	0.98	0.11	0.58	1.02	0.10	71	7.5	0.8	0.58	0	
MIN	0.90	0.08	0.50	0.91	0.07	66	7.3	0.6	0.51	0	



Terrance McGhee  
Manager of Water Operations

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-17  
PER DAY AVERAGE 79,534,761

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-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	1,888,817,000	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
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,560.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.58	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	583,984	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,682,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
TOTALS (1)	738,400,722,798	759,373,593,719	97.24%	\$1,416,996,608.97	\$1,287,072,803.57	742,155,425	0.10%	97.34%	\$1.92	\$1.695

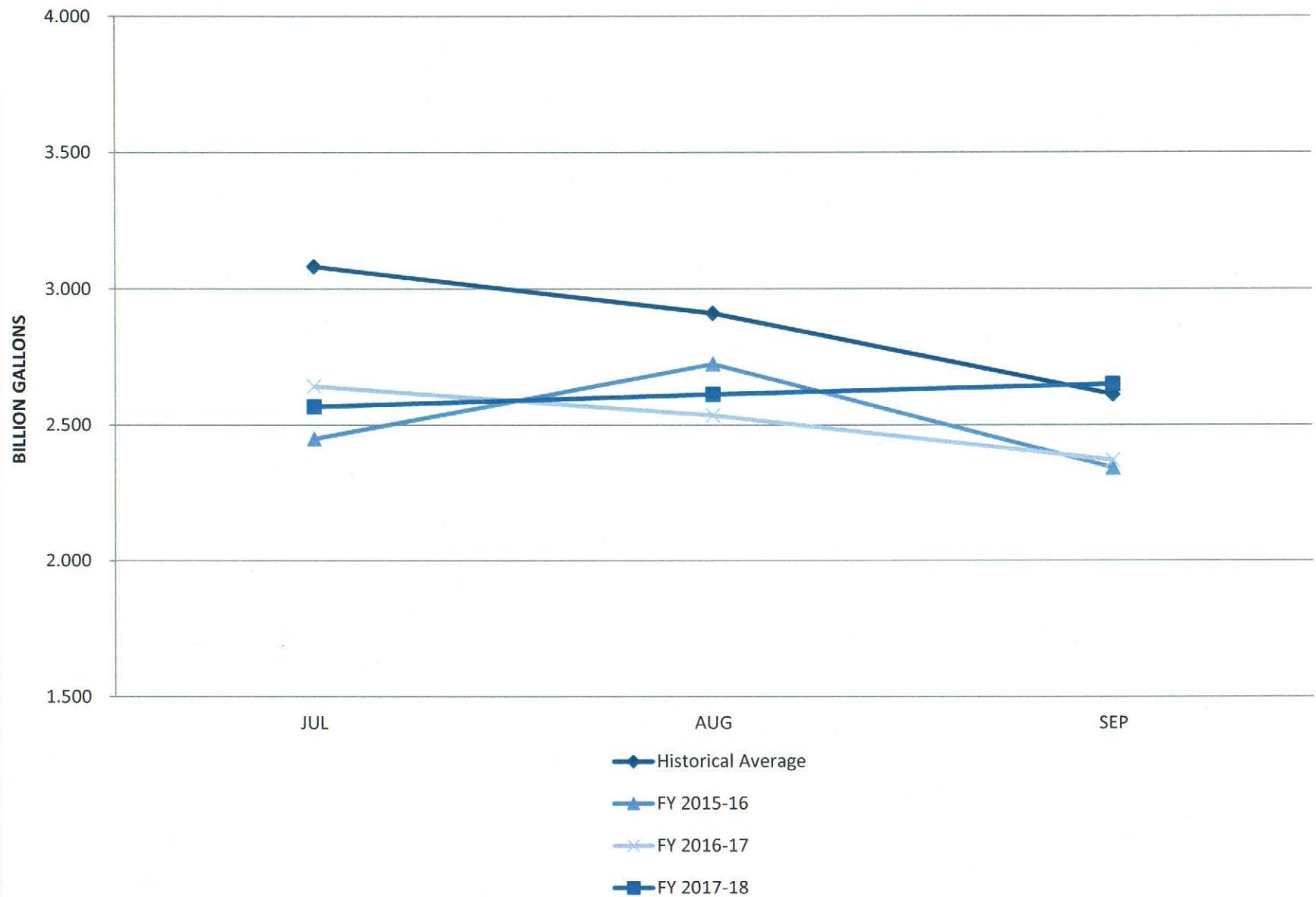
(1) - SINCE MAY 1, 1992

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

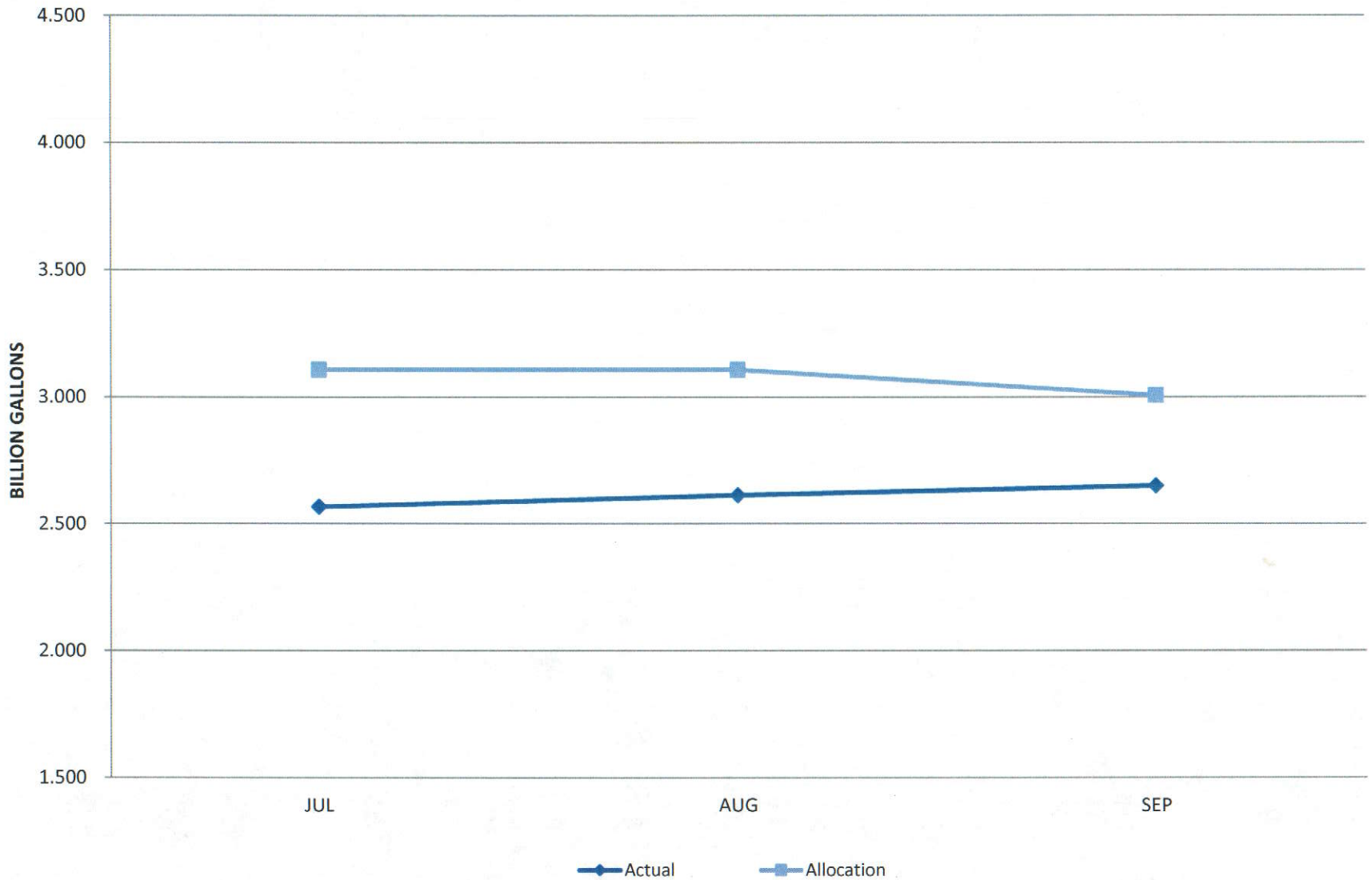
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Sep-16	12,267,426,000	12,671,833,170	96.81%	58,883,645	48,317,700				\$4.80	\$3.813
Sep-17	12,541,448,000	12,974,764,907	96.86%	61,202,266	50,226,561				\$4.88	\$3.871
	274,022,000	302,931,737		\$2,318,621	\$1,908,861					
	2.2%	2.4%		3.9%	4.0%					
Month										
Sep-16	2,389,372,000	2,450,251,707	96.70%	11,372,986	9,342,810				\$4.80	\$3.813
Sep-17	2,649,184,000	2,745,958,980	96.48%	12,928,018	10,662,559				\$4.88	\$3.883
	279,812,000	295,707,273		\$1,555,032	\$1,319,749					
	11.8%	12.1%		13.7%	14.1%					
Sept>Aug	36,762,000	37,483,513		179,399	145,548					


## DU PAGE WATER COMMISSION SALES FY 2017-18, 2016-17 & 2015-16 VS. HISTORICAL AVERAGE



## DU PAGE WATER COMMISSION SALES FY 2017-18 VS. ALLOCATION



# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the October 19, 2017, DuPage Water Commission Meeting</p> <p>Resolution No. R-33-17</p>	<p><b>APPROVAL</b></p> 	

Account Number: 01-60-663100

The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-33-17 would approve the following Work Authorization Orders under the Quick Response Contracts.

**Work Authorization Order No. 005 to John Neri Construction Co., Inc.** This work authorization is for the removal and replacement of one 48" diameter butterfly valve located on Douglas Road and Ogden Avenue in the City of Downers Grove.

It is presumed that at some point in time the valve's shaft, the disc, or the pins connecting the disc to the shaft, failed. This essentially separated the disc from the rest of the valve's rotating assembly leaving the valve inoperable and fixed in the closed position.

Staff solicited estimates for the installation of a new valve from its QR-11/17 Contractors and the results of those estimates are listed in the table below.

<b>Contractor</b>	<b>Estimate</b>
John Neri Construction Co., Inc.	\$138,500.00
Rossi Contractors Inc.	\$198,450.00

Approval of Resolution R-33-17 would approve Work Authorization Order Number 5 to John Neri Construction Co., Inc. for the work necessary to install a 48" diameter butterfly valve at Douglas Road and Ogden Avenue in the City of Downers Grove at an estimated cost of \$ 138,500.00.

**MOTION:** To adopt Resolution No. R-33-17

**DRAFT**

DUPAGE WATER COMMISSION

RESOLUTION NO. R- 33-17

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE  
OCTOBER 19, 2017 DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1



**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

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

**WORK AUTHORIZATION ORDER NO.: QR-11.005**

**LOCATION:**

Douglas Road and Ogden Avenue in the City of Downers Grove.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; remove existing valve, pipe, fittings and spoil materials; install new valve, pipe sections, fittings, and restrain joints where necessary; backfill the excavation with suitable excavated and/or virgin materials; disinfect the isolated section of main; restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

**REASON FOR WORK:**

To replace an inoperative 48" diameter butterfly valve.

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER  
 IS  IS NOT PRIORITY WORK**

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

N/A

**DUPAGE WATER COMMISSION**

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

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

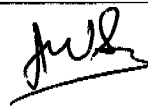


**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

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

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

DATE: October 6, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-8/17)  Resolution No. R-34-17	<b>APPROVAL</b>	  
Account Number: 01-60-656000 and 01-60-663300			
<p>The Commission entered into agreements dated December 29, 2015, with McWilliams Electric Co. Inc. and with Windy City Electric Co. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-7/15). Contract QRE-7/15 expires December 31, 2017, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-34-17 would authorize the advertisement for bids on Contract QRE-8/17 for quick response electrical work through December 31, 2019, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.</p> <p>Approval of this resolution does not authorize the work or any expenses other than the costs associated with the publication of advertisements as required by the Water Commission Statute.</p>			
<b>MOTION:</b> To approve Resolution No. R-34-17.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-34-17

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR  
QUICK RESPONSE ELECTRICAL WORK CONTRACT QRE-8/17  
AT THE OCTOBER 19, 2017, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Quick Response Electrical Contract — QRE-8/17" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

Resolution No. R-34-17

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

SECTION SIX: Effective Date. This resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-34-17.docx

EXHIBIT A

**DuPAGE WATER COMMISSION  
QUICK RESPONSE ELECTRICAL CONTRACT  
Contract QRE-8/17**

1. **Invitation to Bid**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, November 30, 2017, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Contract Documents**

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

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

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

4. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidders and/or their representatives shall be held at Owner's office listed above on November 14, 2017, at 10:00 a.m. All prospective Bidders and/or their representatives are strongly encouraged to attend the pre-bid conference.

5. **Prevailing Wage**

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

DATED this 1st day of November, 2017.

DuPAGE WATER COMMISSION

By: /s/ John Spatz  
General Manager

EXHIBIT B



## GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

## 2. Interpretation of Contract Documents

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

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

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

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

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral

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

3. **Prevailing Wages**

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

4. **Taxes**

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

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

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

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

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

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

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

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

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

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

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

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

place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

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

7. **Bid Security**

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

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

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

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus or better and a financial

size category of Class X or better in Best's Insurance Guide, stating that it will execute a Performance Bond and a Labor and Material Payment Bond, each in the penal sum of Fifty Thousand Dollars (\$50,000.00) in the form included with the Contract Documents upon award of the Contract to the bidder.

- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

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

9. **Filing of Proposal**

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

10. **Withdrawal of Proposal**

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

11. **Public Opening of Proposals**

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

12. **Confidentiality**

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

13. **Qualification of Bidders**

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

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

For purposes of making such a preliminary determination and no other purpose, the dollar amount of the bids shall be calculated based upon the applicable rates and fees set forth in each Bidder's Proposal for theoretical projects based on the actual annual average of the last four years of QRE work, and does not predict the amount of work for the future. The non-emergency project costing \$75,000 before markup and an emergency project costing \$10,000 before markup, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, and Z, where:

"W" equals NEA + NEB + NEC

**NON-EMERGENCY WORK**

	<u>4YR AVRG T &amp; M COST</u>		<u>BID MARKUP</u>		<u>AMOUNT</u>
LABOR	75,000.00	<b>A</b>	_____ %	NEA	_____
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	16,150.00	<b>B</b>	_____ %	NEB	_____
OWNED & RENTED EQUIPMENT	4,600.00	<b>C</b>	_____ %	NEC	_____
Total NEA + NEB + NEC				<b>W</b>	=====
"X" equals ET + ED					

**EMERGENCY WORK**

	<u>4YR AVRG T &amp; M COST</u>		<u>BID MARKUP</u>		<u>AMOUNT</u>
LABOR	10,000.00	<b>A</b>	_____ %	EA	_____
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	4,800.00	<b>B</b>	_____ %	EB	_____
OWNED & RENTED EQUIPMENT	2,600.00	<b>C</b>	_____ %	EC	_____
Total EA + EB + EC				ET	_____
Multiply ET by D			<b>D</b>	_____ %	ED
Total				<b>X</b>	=====

and "Z" equals F

**INSURANCE AND BONDS**

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

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2)



workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. **Disqualification of Bidders**

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

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

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

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

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

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

15. **Award of Contract**

(a) **Reservation of Rights.** The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the

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

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

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

#### 16. Effective Date of Award

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

#### 17. Penalty for Collusion

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, collided with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

#### 18. Closing

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within fourteen (14) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of

its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

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

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

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

#### 19. Failure to Close

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

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

#### 20. Time of Starting and Completion

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

bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

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

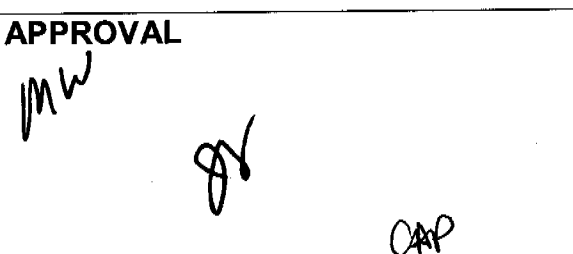
(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have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

## 21. Non-Discrimination

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

DATE: October 9, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for Hot Water Heater Replacement  Resolution No. R-37-17	<b>APPROVAL</b>	
Account Number: 01-60-771200			
<p>R-37-17 appears on the agenda seeking authorization for advertisement for bids on a Contract for Hot Water Heater Replacement, and would establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p> <p>The existing hot water heater located at the DuPage Pumping Station is at the end of its useful lifecycle.</p> <p>This project is being undertaken as a direct Engineer's recommendation in the 2014/2015 Condition Assessment and was included in the FY-17/18 Management Budget as a Capital Improvement Project.</p> <p>There is no cost component for this action.</p>			
<b>MOTION:</b> To adopt Resolution No. R-37-17			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-37-17

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR  
HOT WATER HEATER REPLACEMENT

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids on a Contract for Hot Water Heater Replacement (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to a bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bond shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Request for Proposals attached hereto as Exhibit A.

Resolution No. R-37-17

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A



**DUPAGE WATER COMMISSION**

**REQUEST FOR PROPOSALS**

**OWNER:**

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

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

**CONTRACT FOR HOT WATER HEATER REPLACEMENT**

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., December 7, 2017.

**INSTRUCTIONS TO BIDDERS**

**Work Site**

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

**The Bid Package**

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

**Inspection and Examination**

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

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

A pre-bid conference of all prospective Bidder's and/or their representatives shall be held at Owner's office listed in this Request for Proposals on November 21, 2017, at 1:00 p.m. All prospective Bidder's and/or their representatives are encouraged to attend the pre-bid conference. A valid government issued photo ID is required to enter the facility.

**Preparation of Proposals**

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

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

**Clarifications**

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

**Delivery of Proposals**

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

**Opening of Proposals**

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

## Resolution No. R-37-17

### Withdrawal of Proposals

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

### Rejection of Proposals

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

### Acceptance of Proposals

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

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

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

DATED this 9<sup>th</sup> day of October, 2017.

DUPAGE WATER COMMISSION

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

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL

CONTRACT FOR HOT WATER HEATER REPLACEMENT

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

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

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

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

**1. Work Proposal**

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, following acceptance of this Contract/Proposal by Owner, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure all insurance specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all

## Resolution No. R-37-17

Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

### 2. Contract Price Proposal

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

#### A. SCHEDULE OF PRICES

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

#### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

#### C. VALUE OF WORK

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

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

#### D. TIME OF PAYMENT

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

### 3. Contract Time Proposal

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

### 4. Financial Assurance

- A. Bonds. Contemporaneous with Contractor's execution of this Contract/Proposal, if this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and financial size category of Class X or better in Best's Insurance guide, each in the penal sum of the Contract Price ("Bonds") within 10 days following Owner's acceptance of the Contract/Proposal. Contractor shall, at all times while providing, performing, or completing the Work including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 6 of the Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.
- B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability,

## Resolution No. R-37-17

and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

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

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

### 5. Firm Proposal

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

### 6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific

obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

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

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

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

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

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

## Resolution No. R-37-17

### 7. Acknowledgments

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

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

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**PROPOSAL**

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

Bidder's Name: \_\_\_\_\_

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal) Printed Name: \_\_\_\_\_  
(if corporation)

Title/Position: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS

Resolution No. R-37-17

**Attachment A**

**SCHEDULE OF PRICES**

**[TO BE DEVELOPED]**



Resolution No. R-37-17

**Attachment B**

**SCOPE OF WORK**

**[TO BE DEVELOPED]**

**Attachment C**  
**SPECIFICATIONS**  
**[TO BE DEVELOPED]**

**Attachment D**

**DRAWINGS**  
**[TO BE DEVELOPED]**

**Attachment E**

**ACCEPTANCE**

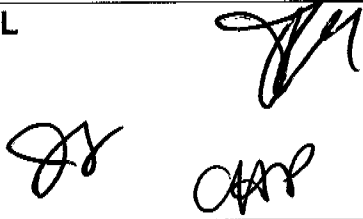
The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
John F. Spatz, Jr.  
General Manager

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering and Construction Committee	<b>ORIGINATING DEPARTMENT</b> Operations
<b>ITEM</b> Authorization for General Manager to accept a Proposal from Corpro for Professional Services for the Bartlett Supply Line.	<b>APPROVAL</b> 
<p>Account Number: 01-60-711500</p> <p>The Commission requested Professional Engineering Services for the Design of a Cathodic Protection System that will protect approximately five (5) miles total of 30"-36" ductile iron or steel pipe water main for phase I and II as follows:</p> <ol style="list-style-type: none"> <li>1. Review preliminary construction drawings, specifications, system historical data, foreign pipeline crossings, HVAC transmission towers, and any other pertinent information submitted to us</li> <li>2. Review soil boring data collected and analyzed by the geotechnical firm to determine general corrosivity of the environment and to establish a design soil resistivity.</li> <li>3. Perform design calculations to determine the rectifier output requirements, groundbed configuration and the size type and quantity of anodes to be installed.</li> <li>4. Select the rectifier location based on power and right-of-way availability.</li> <li>5. Select locations for electrical isolation devices and test stations</li> <li>6. Establish the electrical continuity bonding requirements</li> </ol>	
<p><b>MOTION:</b> To Authorization for General Manager to accept a Proposal from Corpro for Professional Services for the Bartlett Supply Line in a NTE amount of \$22,000.</p>	

September 13, 2017

**Terry McGhee**

**Dupage Water Commission**

600 E. Butterfield Rd.  
Elmhurst, IL 60126  
630.834.0100  
mcghee@dpwc.org

**Proposal #17200**

**Subject: T&M Proposal to Design a Sacrificial Anode Cathodic Protection System to protect Ductile Iron or Steel Pipe for DuPage Water Commission**

Dear Mr. McGhee,

In response to your request Corrpro Companies, Inc. is pleased to submit this proposal to provide professional engineering services to design a sacrificial anode cathodic protection system for DuPage Water Commission water pipeline.

### Scope of Work

Corrpro will provide engineering services to design a cathodic protection system that will protect approximately five (5) miles total of 30"-36" ductile iron or steel pipe water main for phase I and II as follows:

1. Review preliminary construction drawings, specifications, system historical data, foreign pipeline crossings, HVAC transmission towers, and any other pertinent information submitted to us.
2. Review soil boring data collected and analyzed by the geotechnical firm to determine general corrosivity of the environment and to establish a design soil resistivity.
3. Perform design calculations to determine size type and quantity of anodes to be installed.
4. Select locations for electrical isolation devices and test stations
5. Establish the electrical continuity bonding requirements.

### Deliverables

1. Prepare initial site plans and detail drawings
2. Prepare final site plans and installation drawings
3. Prepare a design summary report including a Bill of Material and Cost Estimate

### Pricing Phase I (approximately 2.3 miles of 30"-36" diameter ductile iron/steel pipe)

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	30	\$4,740.00
Drafting – Site plans and installation drawings	\$65/hr	16	\$1,040.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
		<b>TOTAL</b>	<b>\$9,812.00</b>
		<b>NTE</b>	<b>\$10,300.00</b>

**Pricing Phase II (approximately 2.8-3.0 miles of 30"-36" diameter ductile iron/steel pipe)**

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	30	\$5,688.00
Drafting – Site plans and installation drawings	\$65/hr	16	\$1,070.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
<b>TOTAL</b>			<b>\$9,812.00</b>
<b>NTE</b>			<b>\$10,300.00</b>

**SERVICES/MATERIALS SUPPLIED BY OTHERS (NOT CORRPRO)**

- 1) Site access and work permits.
- 2) Specs and drawings
- 3) AC Mitigation design is excluded from this proposal. It can be provided on a separate proposal if deemed necessary

**TERMS AND CONDITIONS**

1. Proposal Validity: Proposal valid for 60 days.
2. Payment Terms: Net 30 w/ approved credit with invoicing based upon work completed to date.
3. Taxes: Taxes will be added unless a valid tax exempt certificate is provided.
4. **Notice Required: 2-3 weeks' notice is requested for delivery**
5. Any services not called out in this proposal will be at additional cost per Corrpro's 2017 T&M rate sheet attached.
6. This proposal is subject in all respects to the Corrpro Standard Terms and Conditions attached as **Exhibit A** and incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. The Corrpro Standard Terms and Conditions are also available at [www.corrpro.com/Resources/Sales-Terms-Conditions](http://www.corrpro.com/Resources/Sales-Terms-Conditions).

We appreciate the opportunity to submit this proposal. If you find it acceptable please issue a written PO or sign below. Should you have any questions or require any further information regarding this proposal, please contact me at 630-483-2500.

Sincerely,



**Daniel Vladovich**  
Sr. Regional Accounts Manager - Chicago  
Corrpro Companies, Inc.  
c: 630.267.9253 | [dvladovich@aegion.com](mailto:dvladovich@aegion.com)



an AEGION company

CHICAGO OFFICE

845 W. Hawthorne Ln., IL 60185  
630.483.2500 | www.corrpro.com

---

**CLIENT PROPOSAL APPROVAL ON CORRPRO REFERENCE # 17200 (complete below):**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





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**2017 T&M RATES**

**EXHIBIT "A"**

September 13, 2017

**Terry McGhee**  
**Dupage Water Commission**  
600 E. Butterfield Rd.  
Elmhurst, IL 60126  
630.834.0100  
mcghee@dpwc.org

**Proposal #17200**

**Subject: T&M Proposal to Design an Impressed Current Cathodic Protection System to protect Ductile Iron or Steel Pipe for DuPage Water Commission**

Dear Mr. McGhee,

In response to your request Corrpro Companies, Inc. is pleased to submit this proposal to provide professional engineering services to design an impressed current cathodic protection system for DuPage Water Commission water pipeline

**Scope of Work**

Corrpro will provide engineering services to design a cathodic protection system that will protect approximately five (5) miles total of 30"-36" ductile iron or steel pipe water main for phase I and II as follows:

1. Review preliminary construction drawings, specifications, system historical data, foreign pipeline crossings, HVAC transmission towers, and any other pertinent information submitted to us.
2. Review soil boring data collected and analyzed by the geotechnical firm to determine general corrosivity of the environment and to establish a design soil resistivity.
3. Perform design calculations to determine the rectifier output requirements, grounded configuration and the size type and quantity of anodes to be installed.
4. Select the rectifier location based on power and right-of-way availability.
5. Select locations for electrical isolation devices and test stations
6. Establish the electrical continuity bonding requirements

**Deliverables**

1. Prepare initial site plans and detail drawings
2. Prepare final site plans and installation drawings
3. Prepare a design summary report including a Bill of Material and Cost Estimate

**Pricing Phase I (approximately 2.3 miles of 30"-36" diameter ductile iron/steel pipe)**

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	35	\$5,530.00
Drafting – Site plans and installation drawings	\$65/hr	16	\$1,040.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
<b>TOTAL</b>			<b>\$10,602.00</b>
<b>NTE</b>			<b>\$11,000.00</b>

**Pricing Phase II (approximately 2.8-3.0 miles of 30"-36" diameter ductile iron/steel pipe)**

Pricing Terms	Unit Price	Qty.	Total
Principal Engineer – Project Manager	\$180/hr	2	\$360.00
Senior Engineer – Review of specs, dwg's & data & final report	\$158/hr	36	\$5,688.00
Drafting – Site plans and installation drawings	\$65/hr	18	\$1,070.00
Senior Technician – Field Testing	\$90/hr ST	30	\$2,700.00
Pick-up 4-wheel Drive w/tools	\$164/day	3	\$492.00
Per Diem	\$160/day	3	\$480.00
<b>TOTAL</b>			<b>\$10,790.00</b>
<b>NTE</b>			<b>\$11,000.00</b>

**SERVICES/MATERIALS SUPPLIED BY OTHERS (NOT CORRPRO)**

- 1) Site access and work permits
- 2) Specs and drawings
- 3) AC Mitigation design is excluded from this proposal. It can be provided on a separate proposal if deemed necessary

**TERMS AND CONDITIONS**

1. Proposal Validity: Proposal valid for 60 days.
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6. This proposal is subject in all respects to the Corrpro Standard Terms and Conditions attached as **Exhibit A** and incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. The Corrpro Standard Terms and Conditions are also available at [www.corrpro.com/Resources/Sales-Terms-Conditions](http://www.corrpro.com/Resources/Sales-Terms-Conditions).



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We appreciate the opportunity to submit this proposal. If you find it acceptable please issue a written PO or sign below. Should you have any questions or require any further information regarding this proposal, please contact me at 630-483-2500.

Sincerely,

**Daniel Vladovich**  
Sr. Regional Accounts Manager - Chicago  
Corrpro Companies, Inc.  
c: 630.267.9253 | [dvladovich@aegion.com](mailto:dvladovich@aegion.com)

**CLIENT PROPOSAL APPROVAL ON CORRPRO REFERENCE # 17200 (complete below):**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



an AEGION company

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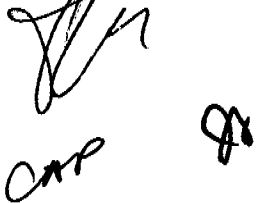
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**T&M RATE SHEET**

**EXHIBIT "A"**

DATE: October 11, 2017

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b> Operations
<b>ITEM</b> A Resolution Authorizing the General Manager to Execute an Extension of the Current Electrical Supply Agreement	<b>APPROVAL</b> 
<p>Account Number: 01-60-661201</p> <p>The Commission's current electric power supply agreement With Constellation Energy Services expires on April 2, 2018. In conjunction with the Commission Electrical Supply Consultant, staff has been monitoring Illinois electrical supply market. The market appears ready to take a downturn in future pricing which will allow the Commission to take advantage of more favorable pricing going forward.</p> <p>As we continue to monitor the market, this Request for Board Action would allow the General Manager discretionary authority to move quickly within the electric marketplace to lock in the lowest market supply pricing and length of service extension to the existing Electrical Supply Contract with Constellation Energy Services.</p>	
<b>MOTION:</b> To Authorizing the General Manager to Execute an Extension of the Current Electrical Supply Agreement.	