



DuPage Water Commission

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

AGENDA
ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, MARCH 15, 2018
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 February 15, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-6-18:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. **(Hydraulic Modelling - Not-to-Exceed \$15,000.00)**
- V. **R-9-18:** A Resolution Awarding a Contract for Soils and Materials Testing Services for the Bartlett Construction Projects **(Construction and Geotechnical Materials Testing, Inc. – Unit Prices as Bid for Indeterminate Number of Units Expended)**
- VI. **R-10-18:** A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Issue a Purchase Order to Pace Systems, Inc. for a Replacement Audio Conference System at the DuPage Water Commission **(Pace Systems, Inc. – Estimated Cost of \$70,000.00)**
- VII. Old Business
- VIII. Other
- IX. 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 RESCHEDULED MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 15, 2018
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Committee members in attendance: J. Fennell, D. Loftus, M. Scheck (arrival at 5:33 P.M.) and J. Zay

Committee members absent: F. Saverino

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

Commissioner Fennel moved to approve the Minutes of the January 18, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Chairman Zay.

Ayes: J. Fennell, D. Loftus, and J. Zay

Nays: None

Absent F. Saverino and M. Scheck

Regarding the Village of Bartlett water service, Facilities Construction Supervisor Bostick advised the Committee that a kick-off meeting was held regarding the design of the Bartlett Metering Station and Connection Facilities with the Village of Bartlett and Greeley and Hansen, and a kick-off meeting was held with Benchmark Construction for the construction of the West Transmission Main, and the contract (Contract TW-3/17) was signed.

Facilities Construction Supervisor Bostick advised the Committee Staff is requesting sealed proposals for a two-year soils and material testing service contract to oversee excavation, backfilling and concrete related construction for the duration of the Bartlett projects. The bid results will be brought to the Board for consideration at the March meeting.

Regarding R-4-18, Facilities Construction Supervisor Bostick advised the Committee that this item is requesting approval of a Task Order with AECOM Technical Services to perform hydraulic modeling to assist in determining the pump characteristics for the future High Lift Pump No. 10 which appears in the Commission's Capital Improvement Plan. Chairman Loftus inquired as to the expiration date of the AECOM contract. Manager of Water Operations McGhee advised the Committee that the existing Master Task Order - General Consultant Agreements do not have an expiration date clause and when each individual Task Order is developed, a completion date is assigned.

Regarding R-5-18, Facilities Construction Supervisor Bostick advised the Committee that this item is requesting authorization for the General Manager to enter into a two-year

Engineering Committee Minutes 02/15/2018

contract extension for electrical supply with Constellation-New Energy. General Manager Spatz advised the Committee that the extension would net the Commission a 10% reduction in energy costs which comes to an approximate annual savings of \$100,000.00, for each year of the agreement.

Regarding R-7-18, Facilities Construction Supervisor Bostick advised the Committee that this item is requesting approval of a Task Order with Strand and Associates to assist Staff with the development of a request for proposal so Staff in turn may solicit engineering proposals to develop technical specifications to upgrade the Commission's Supervisory Control and Data Acquisition (SCADA) System, the Backhaul System, and Security System. General Manager Spatz confirmed that Strand and Associated would not be considered for submittal of the engineering proposals for technical specifications.

Facilities Construction Supervisor Bostick advised the Committee that Request for Board Action (RFBA) appears on the agenda requesting authorization for the General Manager to approve Purchase Requisition No. 51583 to procure a 2018 Ford F-150 XL Super Cab Pickup Truck from Morrow Brothers Ford under the State Illinois Department of Central Management Services – Joint Purchasing Contract at a cost of \$28,310.00.

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 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Fennel.

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

Nays: None

Absent F. Saverino

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

Manager of Water Operations McGhee advised the Committee as to the status of the Public Meeting Room recording system's microphone control system. Manager of Water Operations McGhee advised that the current and malfunctioning system is obsolete and non-repairable; Staff is seeking proposals for replacement systems; including evaluation of additional features that could assist in the recording of executive session meetings as well as collection of Board Member vote tabulations.

With no other items coming before the Committee, Commissioner Scheck moved to adjourn the meeting at 5:41 P.M. Motion seconded by Commissioner Fennel.

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

Nays: None

Absent F. Saverino



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee
Manager of Water Operations

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

DATE: March 8, 2018

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of February were a total of 1.85 billion gallons. This represents an average day demand of 67.4 million gallons per day (MGD), which is higher than the February 2017 average day demand of 63.9 MGD. The maximum day demand was 72.9 MGD recorded on February 14, 2018, which is higher than the February 2017 maximum day demand of 68.6 MGD. The minimum day flow was 58.3 MGD.

The Commission's recorded total precipitation for the month of February was 4.64 inches compared to 1.5 inches for February 2017. The level of Lake Michigan for January 2018 is 579.9 (Feet IGLD 1985) compared to 578.9 (Feet IGLD 1985) for February of 2017

Water Conservation

Downers Grove North High School will attend a presentation and tour at the Commission on April 3rd and April 6th, 2018.

Staff will be attending Glendale Heights' Senior Center Lunch & Learn to present water quality and conservation along with Glendale Heights' Green Team on April 13, 2018.

Ongoing: Staff is working with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission will help sponsor.

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.

Facilities Maintenance

R-10-18 appears on the agenda to replace and upgrade the Audio Conference System in the Public Meeting Room and add audio conference capabilities for Conference Room 204.

Bartlett Water Service

Benchmark Construction is in the process of providing shop drawing submittals for pipe, valves and other materials and submitting various requests for information.

Greeley and Hansen is developing the preliminary design for the Bartlett Connection Facilities and will be providing the documents for review by the end of March.

Facilities Construction Overview

Soils and Material Testing RFP

R-9-18 appears on the agenda recommending award of a contract for the Materials Testing (Contract MT-11/18) for a two-year soils and material testing services contract to oversee excavation, backfilling and concrete related construction for the duration of the Bartlett projects. Seven (7) proposals were received and Staff is recommending the award to Construction and Geotechnical Materials Testing, Inc.

Instrumentation / Remote Facilities Overview

Flow Meter Replacement Project

The Flow Meter Replacement Project Contract with Meccon Industries to replace water meters at the Commission's meter stations is ongoing and is anticipated to be complete in late Summer 2018.

Pipeline Maintenance and Construction Overview

Staff continues inspection and repair work on distribution system blow off valves.

Installation of a 60" diameter butterfly valve located in the City of Oakbrook Terrace is tentatively scheduled in Spring 2018.

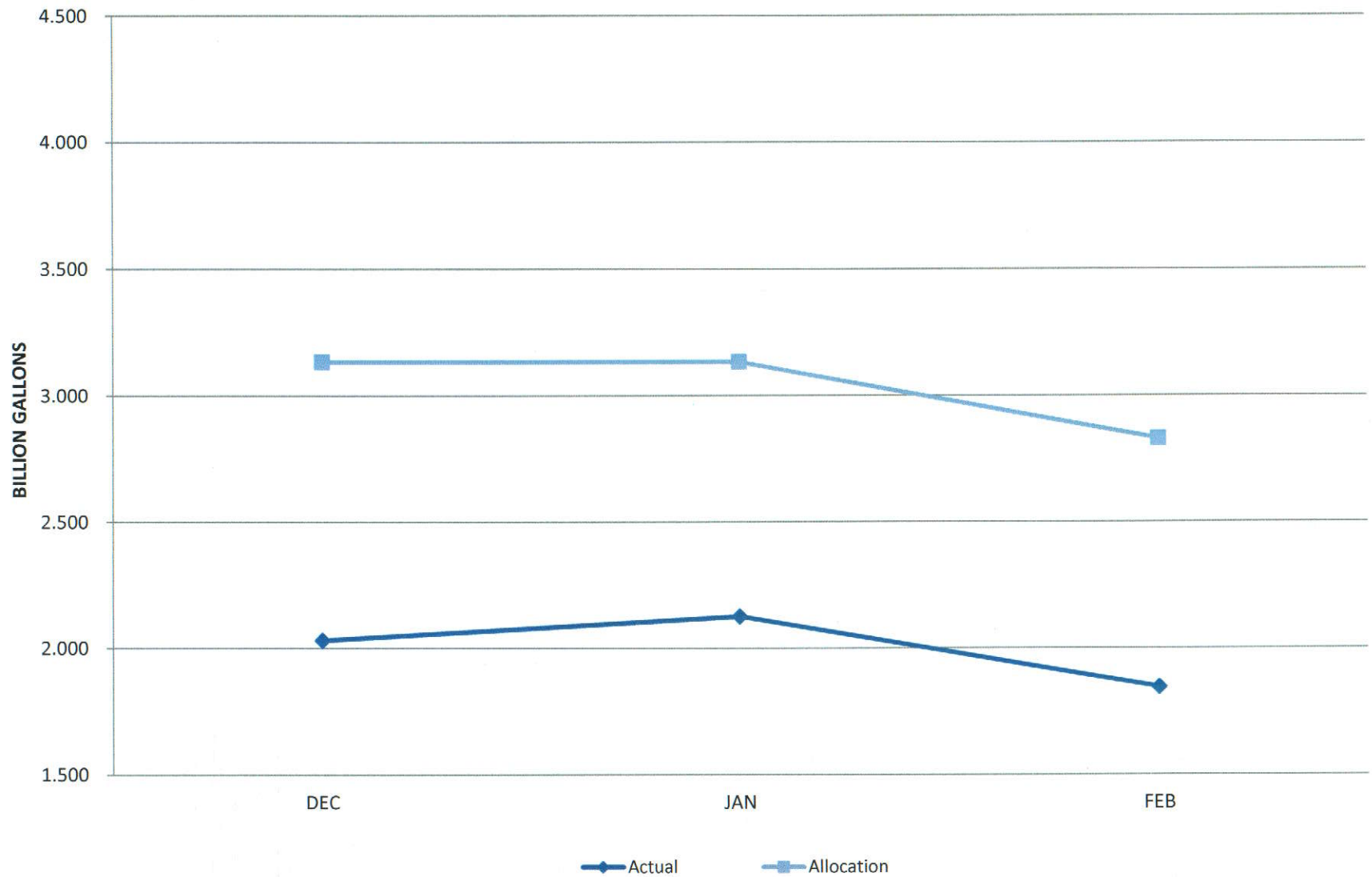
FEBRUARY 2018 COMMISSION AGENDA ITEMS:

- R-6-18** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. **(Hydraulic Modelling - Not-to-Exceed \$15,000.00)**
- R-9-18** A Resolution Awarding a Contract for Soils and Materials Testing Services for the Bartlett Construction Projects **(Construction and Geotechnical Materials Testing, Inc. – Unit Prices as Bid for Indeterminate Number of Units Expended)**
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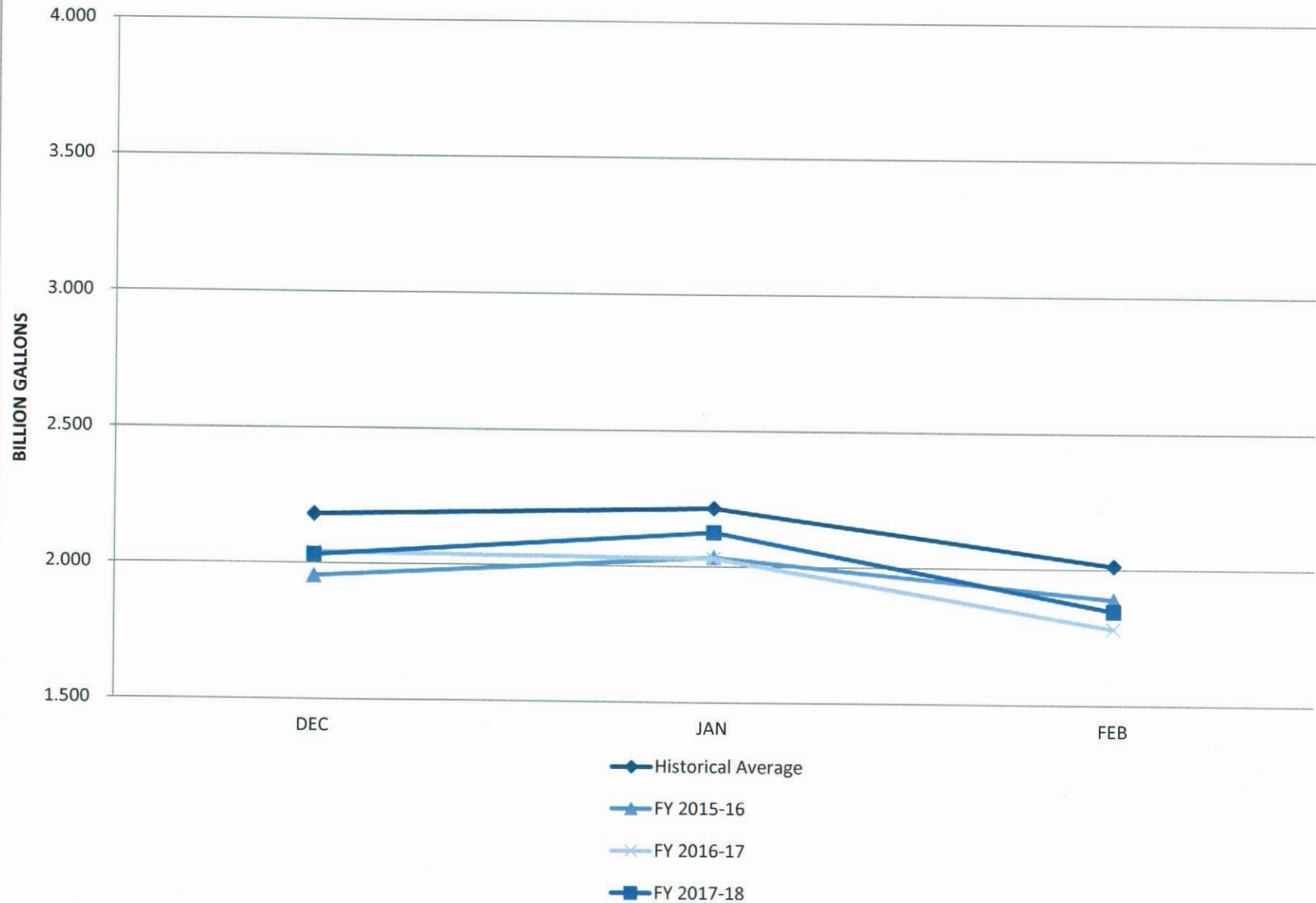
Attachments

1. DuPage Laboratory Bench Sheets for February 2018
2. Water Sales Analysis 01-May-2014 to 28-February-2018
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

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





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



Date: March 8, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM Technical Services, Inc. at the March 15, 2018 DuPage Water Commission Meeting Resolution No. R-6-18	APPROVAL	 
Account No(s): Task Order No. 9 -- 01-60-628000 (Not to Exceed \$15,000.00)			
<p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-6-18 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 9: Hydraulic Model Analysis</p> <p>Various municipalities and agencies have approached the DuPage Water Commission (DWC) regarding possible connections to the DWC system. In order to determine if the connections are feasible, a hydraulic modeling analysis needs to be performed.</p> <p>AECOM will perform an "Extended Period Simulation" (EPS) hydraulic modeling analysis that will include the following:</p> <ul style="list-style-type: none">• The connection point (or points) and demand of the future customer.• A summary table of projected demands of existing DWC customers (including the Village of Bartlett). As directed by DWC, we will include (or not include) other possible future DWC customers (i.e. Oswego, Yorkville, etc.).• A summary of existing and proposed pressures at existing DWC meter stations.• A figure showing hydraulic grade line (HGL) levels at all four (4) standpipes during the existing and proposed modeling runs.• One (1) simulation run of the proposed connection during future maximum day demand conditions.			
MOTION: To adopt Resolution No. R-6-18			

Date: March 8, 2018

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. AT THE MARCH 15, 2018,
DUPAGE WATER COMMISSION MEETING

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

Resolution No. R-6-18

SECTION TWO: The Task Orders attached hereto 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 and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task 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 Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 9

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:**

Hydraulic Modeling of Future DWC Customers

2. **Services of Consultant:**

Various municipalities and agencies have approached the DuPage Water Commission (DWC) regarding possible connections to the DWC system. In order to determine if the connections are feasible, a hydraulic modeling analysis needs to be performed.

AECOM will perform an "Extended Period Simulation" (EPS) hydraulic modeling analysis that will include the following:

- The connection point (or points) and demand of the future customer.
- A summary table of projected demands of existing DWC customers (including the Village of Bartlett). As directed by DWC, we will include (or not include) other possible future DWC customers (i.e. Oswego, Yorkville, etc.).
- A summary of existing and proposed pressures at existing DWC meter stations.
- A figure showing hydraulic grade line (HGL) levels at all four (4) standpipes during the existing and proposed modeling runs.
- One (1) simulation run of the proposed connection during future maximum day demand conditions.

A letter report will be provided with a summary of the modeling analysis.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None.

4. **Commencement Date:**

As soon as notice to proceed is issued

5. **Completion Date:**

4 Weeks from Notice to Proceed.

6. **Submittal Schedule:**

None.

7. **Key Project Personnel:**

Michael Winegard, P.E.

Paul St. Aubyn, P.E.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall be \$15,000.00. The contract price maybe adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is _____, 2018.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee

Title: Manager of Water Operations

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

Consultant
By: _____

Name: Michael H. Winegard

Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601

E-mail Address: mike.winegard@aecom.com


Phone: (312) 373-6631

**ATTACHMENT A-1 TO TASK 9
CONTRACT PRICE SCHEDULE**

**DUPAGE WATER COMMISSION
ESTIMATED NOT-TO-EXCEED FEE
HYDRAULIC MODELING OF FUTURE DWC CUSTOMERS
PREPARED BY: AECOM TECHNICAL SERVICES, INC.
FEBRUARY, 2018**

Description	Proj. Mgr.	Proj. Eng.	Eng.			Total Hrs	Total Costs
Billing Rate	\$305	\$150	\$110				
Hydraulic Model		14	40			54	\$6,500
Letter Report	8	16	32			56	\$8,360
					TOTAL	110	\$14,860
Other Direct Costs							
Printing, Mail							\$140
Total Estimated Engineering Fee							\$15,000

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Facilities Construction														
ITEM A Resolution Awarding a Contract for Soils and Materials Testing Services Resolution No. R-9-18	APPROVAL 														
<p>Account No.: Various Accounts</p> <p>The Commission solicited sealed proposals for two-year technical on and off-site soils and materials testing and inspectional services during the construction the West Transmission Main (Contract TW-3/17), the Bartlett Connection Facilities and of other miscellaneous facilities and improvements at various locations in DuPage and Cook Counties (Contract MT-11/18). Invitations were by direct invitation, public notification advertisement in the Daily Herald, as well as by posting notice on the Commission's website. Sealed proposals were received until 1:00 P.M., February 28, 2018, at which time all proposals were publicly opened and read aloud.</p> <p>Thirteen (13) firms received the request for proposals document and seven (7) firms submitted bids. Comparing all submitted unit pricing for Contract MT-11, the bid results are as follows:</p> <table border="1" data-bbox="191 1245 1474 1470"> <tr> <td>Chicago Testing Laboratory, Inc. – Warrenville</td> <td>\$1,980.15</td> </tr> <tr> <td>Construction and Geotechnical Material Testing, Inc. – Elk Grove Village</td> <td>\$2,371.68</td> </tr> <tr> <td>Rubino Engineering, Inc – Elgin</td> <td>\$2,496.04</td> </tr> <tr> <td>STATE Testing LLC – East Dundee</td> <td>\$2,743.50</td> </tr> <tr> <td>Wang Engineering, Inc. – Lombard</td> <td>\$3,218.48</td> </tr> <tr> <td>GSG Material Testing, Inc. – Chicago</td> <td>\$5,143.59</td> </tr> <tr> <td>Testing Services Corporation – Carol Stream</td> <td>\$8,294.35</td> </tr> </table> <p>The bid of Chicago Testing Laboratory proposed a non-disclosed subcontractor to perform geotechnical services and based upon estimated work of actual units to be utilized during the upcoming projects, Staff is therefore recommending that the proposal of Construction and Geotechnical Material Testing, Inc. be accepted as the most favorable to the interests of the Commission. The Contract term is two years.</p> <p>MOTION: To approve Resolution No. R-9-18.</p>		Chicago Testing Laboratory, Inc. – Warrenville	\$1,980.15	Construction and Geotechnical Material Testing, Inc. – Elk Grove Village	\$2,371.68	Rubino Engineering, Inc – Elgin	\$2,496.04	STATE Testing LLC – East Dundee	\$2,743.50	Wang Engineering, Inc. – Lombard	\$3,218.48	GSG Material Testing, Inc. – Chicago	\$5,143.59	Testing Services Corporation – Carol Stream	\$8,294.35
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DUPAGE WATER COMMISSION

RESOLUTION NO. R-9-18

**A RESOLUTION AWARDED A CONTRACT FOR
SOILS AND MATERIALS TESTING SERVICES**

WHEREAS, Contract/Proposals for Soils and Materials Testing Services were received on February 28, 2018; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the Contract/Proposal of Construction and Geotechnical Material Testing, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Soils and Materials Testing Services to Construction and Geotechnical Material Testing, Inc. for the unit prices set forth in Section 2A of the Contract/Proposal for Soils and Materials Testing Services attached hereto and by this reference incorporated herein and made a part of hereof as Exhibit 1, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

Resolution No. R-9-18

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

Board/Resolutions/2018/R-9-18.doc

EXHIBIT 1



DuPage Water Commission

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

REQUEST FOR PROPOSALS

SOILS AND MATERIALS TESTING SERVICES (Contract MT-11/18)

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

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

Technical on and off-site soils and materials testing and inspectional services during the construction of approximately 5.0 miles of 30-inch water transmission main and a metering station, at other facilities and related site improvements in addition to any other work Owner may require, in DuPage and Cook Counties, Illinois.

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, attention John F. Spatz, General Manager, BEFORE 1:00 P.M., February 28, 2018.

INSTRUCTIONS TO BIDDERS

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 section of the Contract/Proposal form. All proposals must 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.

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.

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.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 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 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.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 2nd day of February, 2018.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz
General Manager

**DUPAGE WATER COMMISSION CONTRACT/PROPOSAL FOR
SOILS AND MATERIALS TESTING SERVICES (Contract MT-11/18)**

Full Name of Bidder Construction & Geotechnical Material Testing, Inc.
("Bidder")

Principal Office Address 60 Martin Lane, Elk Grove Village, Illinois 60007

Local Office Address Same as above

Contact Person Pratik K. Patel, PE Telephone 630/595-1111

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

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

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, 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 Owner's written notification of acceptance in the form included in this bound set of 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, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for technical on and off site soils and materials testing and inspectional services, as described in Subsection 1B below and as authorized in accordance with Subsection 3B of this Contract/Proposal, in connection with the Technical on and off-site soils and materials testing and

inspectional services during the construction of approximately 5.0 miles of 30-inch water transmission main and a metering station, in addition to any other work Owner may require, in DuPage and Cook Counties, Illinois. (the "Work Site");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates and policies of 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 the highest standards of professional practice, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith.

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 following specifications:

1. Density testing using Troxler Nuclear equipment for:
 - a. Trench backfill materials.
 - b. Sub-base course materials.
 - c. Bituminous binder course materials.
 - d. Bituminous surface course materials.
 - e. Bituminous aggregate mixture (B.A.M.)
 - f. Other areas where there will be engineered fill beneath building slabs, roadways and parking lots.
2. Concrete water main inspection and testing both at the manufacturing plant and on the construction site as follows:
 - a. Mold concrete cylinders for compressive strength testing.
 - b. Observe the performance of load bearing tests on concrete pipe, if necessary.
 - c. Visually inspect and approve pipes for shipment to job, if required.
 - d. Inspection at plant to insure proper steel cylinder gauge thickness in harnessed pipe sections, proper concrete steam and water curing times, record stressing wire tensioning and provide stressing wire and steel cylinder testing services as

required in the applicable construction contract documents, if required.

3. Observe and test soils at the bottom of excavation for footings and pipeline installations. Perform unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches.
4. Test concrete and Controlled Low Strength Material ("CLSM"), as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing.
5. Perform batch plant inspections at both concrete, CLSM, and bituminous plants.
6. Perform laboratory tests as follows:
 - a. Laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials.
 - b. Compressive strength test for concrete or CLSM cylinders.
 - c. Gradation for granular materials.

Technicians used to perform the Work shall have completed training courses in the use of nuclear density equipment, shall have passed the A.C.I. examination, and shall have at least 2 years of experience.

Technicians shall have a pick-up type vehicle with the necessary equipment and material for testing and inspectional services including ACI and ASTM Standards. Each technician shall have, and be responsive to, a beeper system so that they may be efficiently dispatched between the construction sites.

Geotechnical services shall be performed under the direct supervision of a Registered Professional Engineer in the Civil Engineering field. Copies of all material testing reports shall be submitted to Owner, to Owner's engineer providing consulting services on the respective construction contracts ("Engineer") and the respective contractor for each construction contract.

If this Contract/Proposal is accepted, Owner shall provide Bidder with a complete set of construction contract specifications and drawings for each construction project, as and when needed and without cost to Bidder. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that any such specifications and drawings to be made available to Bidder will represent only the best knowledge of Owner, will only be made available for the convenience of Bidder, and that Owner shall have no responsibility whatever in respect to the sufficiency or accuracy of the information and there shall be no guaranty or warranty with respect thereto.

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 Site, or other property or persons as a result of the Work.

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 below performed by the Unit Price set forth below for such Unit Price Item:

<u>Unit Price Item</u>	<u>Unit Price</u>
<u>General Services</u>	
1. Services of a Technician: 0-8 Hours Regular Time	\$ <u>79.50</u> per hour
Saturday and Over 8 Hours	\$ <u>119.25</u> per hour
2. Mileage charges	\$ <u>0.55</u> per mile
3. Minimum Trip Charges, if any: expressed in \$ <u>30</u> /Trip	\$ <u>30.00</u> per trip
<u>Laboratory Services</u>	
1. Compaction curve to establish maximum dry unit weight and optimum water content	\$ <u>135.00</u> each
2. Sieve analysis	\$ <u>75.00</u> each
3. Thin wall tube samples to determine water content and unconfined compressive strength test and unit weight	\$ <u>25.00</u> each
4. Concrete/CLSM cylinder breaks	\$ <u>15.00</u> each
<u>Use of Nuclear Gauge</u> (Minimum \$35/Day)	
1. 0 to 4 hours	\$ <u>4.38</u> per hour

<u>Unit Price Item</u>	<u>Unit Price</u>
2. Over 4 hours	\$ <u>4.38</u> per hour
 <u>Consultation Services</u>	
1. Professional Engineer	\$ <u>95.00</u> per hour
2. Engineering Geologist	\$ <u>80.00</u> per hour
3. Administrative Staff Members	\$ <u>35.00</u> per hour
 <u>Geotechnical Services</u> (Truck Mounted Rig Only)	
1. Mobilization and demobilization of personnel and equipment	\$ <u>450.00</u> per drill rig
2. Two man crew, including the use of vehicles, survey equipment and miscellaneous supplies, to perform bore hole sampling	\$ <u>225.00</u> per hour
3. Cost to advance bore holes and obtain Sample	\$ <u>18.00</u> per linear foot
4. Laboratory tests:	
Classifications and water contents	\$ <u>5.00</u> each
Unconfined compressive strength test	\$ <u>15.00</u> each
Unit weight test	\$ <u>15.00</u> each
5. Geotechnical report charges	\$ <u>950.00</u> each

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 on or before March 31, 2020;
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; and

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.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following:

1. Payments shall be based on the actual number of Unit Price Items performed in accordance with this Contract/Proposal;
2. Payments shall be made no more frequently than monthly and within 10 days following Owner's approval of Bidder's application for payment;
3. All applications for payment shall be accompanied by daily certifications establishing the actual number of Unit Price Items performed for the purpose of determining the amount of the then current monthly payment, which certifications shall be approved and signed by Engineer with respect to all Work for which payment is then requested;
4. If any daily certification has not been approved and signed by Engineer, no payment shall be due therefor, and Owner shall not be liable or responsible for such nonpayment; and
5. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time Proposal

A. Contract Term. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that this Contract/Proposal shall be for a term commencing on April 2, 2018, or the date of Owner's written notification of acceptance in the form included in this bound set of documents, whichever date is later, and ending on March 31, 2020. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that no Work shall be performed by Bidder prior to the issuance of, or outside the scope of, a Work authorization order issued pursuant to Subsection 3B below, that Work authorization orders shall only be issued by Owner on an as needed basis, and that Owner shall not be obligated to issue any Work authorization orders under this Contract/Proposal. If this Contract/Proposal is accepted, Bidder further acknowledges, and agrees, that the construction projects identified and described in this Contract/Proposal for which technical on and off site soils and materials testing and inspectional services may be required under this Contract/Proposal are preliminary and may be subject to substantial change, addition, or deletion, that Owner reserves the right to substantially change, increase, or decrease such projects, and that all claim or right to dispute or complain of, or to assert that there was any misunderstanding in regard to, the nature or amount of

the Work to be provided or performed under this Contract Proposal, is hereby waived and released.

B. Work Authorizations Orders. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Work shall be performed only in a manner and at the times authorized by Owner ("Authorized Work"). In authorizing the Work, Owner shall describe the Authorized Work in a manner sufficiently specific so as to reference the applicable provisions of the construction contract specifications and the location where such Work is to be performed. The Work authorization order shall also state an estimate of the number of personnel required to complete the Authorized Work, and a time for completion of such Authorized Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform all aspects of the Authorized Work diligently and continuously at such a rate as will allow such Authorized Work to be fully completed, including the delivery of all reports, data, specifications, information, observations or opinions to Owner, Engineer, and the applicable construction contractor at or before the time for completion stated in the Work authorization order.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy
Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

5. Owner's Protective Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage to be in the name of Owner and Engineer

6. Architect and Engineers Professional Liability

Limits shall not be less than:

\$1,000,000 per occurrence and covering Bidder against all sums that Bidder may be obligated to pay on account of any liability arising out of this Contract/Proposal.

B. 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' fee) 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.

C. 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 45 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, including, without limitation, the performance standards set forth in Subsection 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 the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

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, including without limitation any prevailing wage laws; 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.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder 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.

7. Acknowledgements

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

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

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 in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

F. 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; 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 of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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 shall be in any way affected thereby.

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

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

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 28th day of February, 2018.

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

Bidder's Name: Construction & Geotechnical Material Testing, Inc.

Doing Business As (if different): CGMT, Inc.

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: Pratik K. Patel

(if corporation) Title/Position: Vice President

Bidder's Business Address: 60 Martin Lane
Elk Grove Village, Illinois 60007

Bidder's Business Telephone: 630/595-1111 Facsimile: 630/595-1110

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

NAME	TITLE	ADDRESS
KC Patel	President	60 Martin Lane - Elk Grv. Vill., IL
Pratik Patel	Vice President	60 Martin Lane - Elk Grv. Vill., IL

ACCEPTANCE

SOILS AND MATERIALS TESTING SERVICES
(Contract MT-11/18)

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 _____, 2018.

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: _____
General Manager



Table I - Unit Cost To Provide Material Testing Services

DuPage Water Commission - Soils and Materials Testing Services

CGMT Proposal No.: 18P0137

ITEM	CGMT to Provide	UNIT	UNIT RATES	
			Regular	Overtime
Field Testing Services Services				
Engineering Technician (Field)	Labor	Hour	\$79.50	\$119.25
Field Concrete, Soil Compaction, Field Asphalt				
Senior Engineering Technician	Labor	Hour	\$82.50	\$123.75
Footings, Proof-rolls, Plant Concrete, Plant Asphalt, etc.				
Field Engineer/Project Manager	Labor	Hour	\$75.00	\$112.50
Nuclear Density Gauge	Equipment	Day	\$35.00	--
Pick up Cylinder Sets/Deliver to Laboratory	Labor	Hour	\$79.50	\$119.25
Laboratory Testing				
Tube Sample: Moisture content, UC Strength, unit weight	Laboratory Testing	Test	\$25.00	--
Moisture Content of soil samples	Laboratory Testing	Test	\$5.00	--
Unconfined compressive strength of selected soil samples	Laboratory Testing	Test	\$15.00	--
Standard Proctor test	Laboratory Testing	Test	\$135.00	--
Modified Proctor test	Laboratory Testing	Test	\$145.00	--
Fine Aggregate Sieve Analysis	Laboratory Testing	Test	\$75.00	--
Coarse Aggregate Sieve Analysis	Laboratory Testing	Test	\$75.00	--
Concrete/CLSM Compressive Strength Testing	Laboratory Testing	Test	\$15.00	--
Geotechnical Contract Drilling				
Drill Rig Mobilization(Truck Mounted)	Equipment	Lump Sum	\$450.00	--
Two Man Sampling and Layout Crew	Labor	Hour	\$225.00	
Contract Drilling (with Sampling) - Soft Drilling 0 to 20 ft	Labor	Foot	\$18.00	--
Moisture Content & Visual Classification of soil samples	Laboratory Testing	Test	\$5.00	--
Unconfined compressive strength of selected soil samples	Laboratory Testing	Test	\$15.00	--
Unit weight determination of tube soil samples	Laboratory Testing	Test	\$15.00	--
Geotechnical Engineering Report	Labor	Report	\$950.00	
Travel				
Daily Travel	Travel	Trip	\$30.00	--
Public Parking	Parking	Day	At Cost	
Supervision and Oversight				
Word Processing	Labor	Hour	\$35.00	--
Project Engineer	Labor	Hour	\$80.00	--
Sr. Project Engineer (P.E.)	Labor	Hour	\$95.00	--
Principal Engineer	Labor	Hour	\$135.00	--

Notes:

- 1 When construction schedule becomes available, we would be pleased to meet with you to define our specific inspection activities, based on the project specifications.
- 2 Actual time to be expended would be at the direction of the client. Hours over 8 will be assessed the overtime rate indicated (*)
- 3 Saturdays will assess overtime charges of 1.5x regular rate and 2.0x regular rate for Sunday.
- 4 Minimum hourly charges: Technician time four (4) hours. For times greater than 4 hours an 8 hour minimum shall apply.
- 5 All personnel time charges are assessed on a **portal to portal** basis.
- 6 Standby time due to delays beyond CGMTs control will be charged by the hourly rates
- 7 Services cancelled without advanced (3 hour) notice will assess half day minimum charge
- 8 All reports are subject to review by an Engineer.

CGMT Certification and Licenses

PROFESSIONAL DESIGN FIRM

AASHTO



IDOT Prequalification Listing

CONSTR, & GEO, MATRL TESTING, INC.

Pratik Patel

Phone: (630) 595-1111

Ext:

Is DBE?

80 Martin Lane
Elk Grove Village, IL 60007

Fax: (630) 595-1110

Categories: Geotechnical Services - General Geotechnical Services, Geotechnical Services - Subsurface Explorations, Special Services - Quality Assurance HMA & Aggregate, Special Services - Quality Assurance PCC & Aggregate

IDOT Materials Letter

IDOT Geotechnical Letter



March 17, 2017

Mr. Pratik Patel
President
Construction and Geotechnical Material Testing, Inc.
80 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

The inspection of your Elk Grove Village facility, lot number 1381, was completed on February 22, 2017, by representatives of the Illinois Department of Transportation. The laboratory is approved for Aggregate, PCC and HMA Testing.

All tests shall be performed in accordance with the Department's current version of the Manual of Test Procedures for Materials. Any personnel performing these tests shall be appropriately trained and certified via State approved courses.

If you have any questions or need additional information, please contact Ms. Katherine Au, P.E., at (647) 705-4200.

Very truly yours,

Anthony J. Cugley, P.E.
Region One Engineer

By: George Houston, P.E.
Bureau Chief of Materials



Consultant: Construction & Geotechnical Material Testing, Inc.
80 Martin Lane, Elk Grove Village, IL 60007

The above consultant has the required equipment to perform the following tests: (only checked items apply)

Item	Requirements
TOPSOIL <input checked="" type="checkbox"/>	Page 1 A & L, Page 2: Organic content, pH apparatus
LABORATORY <input checked="" type="checkbox"/>	Page 1 B, LL, Page 1 & 2: up to Specific Gravity
LAB and FIELD <input checked="" type="checkbox"/>	Page 3 & 4

All equipment, as indicated above, has been reviewed and is physically present at the captioned facility. Any exceptions are noted and no approval for that portion is now given. This equipment inspection in no way attests to the ability or qualification of the caption consultant facility to perform the required tests. Re-inspection is required on an annual basis. This certification expires one year from the signed date below.

This inspection does not relieve you from AMRI inspection requirements which are required for IDOT design work. We will not require full accreditation in the soils area, but there are four crucial tests that impact construction, design, embankment stability analysis, and construction recommendations. The four tests are unconfined compression test (AASHTO T-200), consolidation test (AASHTO T-216), CU triaxial compression test (AASHTO T-206), and CU triaxial compression test (AASHTO T-297).

IDOT Representative: Youth Prabakaran
Date: 02/28/2017

January 3, 2017

MBE



02/28/2017

Pratik Patel
Construction & Geotechnical Material Testing, Inc.
80 Martin Lane
Elk Grove Village, IL 60007-1308

Dear Mr. Patel:

The City of Chicago has reviewed your annual No-Change Affidavit and supporting documentation and is pleased to inform you that your firm, Construction & Geotechnical Material Testing, Inc. (CGMT), Inc. continues to meet the Minority-Owned Business Enterprise (MBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No-Change Affidavit is due October 16, 2018.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IUCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there are any changes or circumstances during the course of your certification period that affect your ability to meet the disadvantaged status, ownership, or control requirements, or any material change in the information provided in your initial application, you must provide written notification to the agency within 60 days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to complete disclosure for 49 CFR 26.106(c).

Your firm's name will appear in the IUCP DBE Directory under the following category (categories):

MBE/C: Geotech
MBE/C: Testing Laboratories (except medical laboratories)

The Directory is used by some contractors/subcontractors as well as other agencies to assist participation of DBE and MBE/C firms. The Directory can be accessed on the Internet at: <http://www.idot.state.il.us/mbec/mbec.htm>

Your participation on contracts and only the certified MBE/C contract status when you perform a job on a contract approved under the program. Consider for participation in an area where your agency requires prior approval of participation of minorities, regardless of corresponding support documentation, for:

1. Any contract for the purchase of goods or services, or for the performance of work, that is to be performed under a contract that is subject to the program.



JUN 9 7 08

Kerri Patel
Construction & Geotechnical Material Testing, Inc. dba CGMT, Inc.
80 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Kerri Patel:

We are pleased to inform you that Construction & Geotechnical Material Testing, Inc. dba CGMT, Inc. continues to be certified as a Minority-Owned Business Enterprise (MBE) by the City of Chicago (City). This MBE certification is valid until 02/28/2017. However, your firm's certification must be renewed annually. In the past the City has provided you with an annual letter concerning your certification, such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your Annual No-Change Affidavit 90 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit annually. Your firm's annual No-Change Affidavit is due by 02/28/2018. Please remember, you have an affirmative duty to file your No-Change Affidavit 90 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension of reissuance of your certification.

You firm's fee your certification will expire on 02/28/2017. You have an affirmative duty to file your No-Change Affidavit 90 days prior to the date of the first year anniversary date. Therefore, you must file the No-Change Affidavit by 01/29/2017.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 60 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and to personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or reissuance of your certification. In addition, you may be liable for civil penalties under Chapter 1-22 "False Claims", of the Municipal Code of Chicago.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a DBE if you fail to:

- File your annual No-Change Affidavit within the required time period.

(Handwritten initials)

DATE: March 5, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Suspending Purchasing Procedures and authorizing the General Manager to issue a Purchase Order to Pace Systems, Inc. for a replacement Audio Conference System at the DuPage Water Commission. Resolution No. R-10-18	APPROVAL	

MW

JG

CRP

Account Number: 01-60-771200

This request would authorize the General Manager to issue a Purchase Order with Pace Systems, Inc. for a replacement Audio Conference System at the DuPage Water Commission for an estimated cost of \$70,000.00.

The existing Audio Conference System is broke, discontinued, and unrepairable. The new Audio Conference System includes some of the following features: wireless Delegate and Chairman Microphones with up to 12 hours of talk time; additional microphones to allow simultaneous audio recording in both Public Meeting and Conference Meeting Rooms when necessary, storage charging cases for when not in use; distributed audio over seating area; dial in audio teleconferencing; scalable for video conference; and voting capabilities in Public Meeting Room.

The approved Management Budget for Fiscal Year 2017-2018 included \$250,000.00 under Condition Assessment account number 01-60-771200. Board approval is required due to Board authorization to suspend the purchasing procedures of the Commission's By-Laws.

The Commission solicited quotes for the purchase and installation of a new Audio Conference System at the DuPage Water Commission. Of the two (2) quotes received, the proposal of Pace Systems, Inc. was found to be the lowest responsible quote and most favorable to the interests of the Commission.

Company	Price
Pace Systems, Inc.	\$68,342.81
IT Savvy	\$128,616.71

Resolution No. R-10-18 would Suspend the Purchasing Procedures of the Commission's By-Laws and authorize General Manager to issue a Purchase Order to Pace Systems, Inc. for a replacement Audio Conference System at the DuPage Water Commission for an estimated cost of \$70,000.00.

MOTION: To adopt Resolution No. R-10-18.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-10-18

A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES OF THE COMMISSION'S BY-LAWS AND AUTHORIZE GENERAL MANAGER TO ISSUE A PURCHASE ORDER TO PACE SYSTEMS, INC. FOR A REPLACEMENT AUDIO CONFERENCE SYSTEM AT THE DUPAGE WATER COMMISSION FOR AN ESTIMATED COST OF \$70,000.00 AT THE MARCH 15, 2018, DUPAGE WATER COMMISSION MEETING.

WHEREAS, The DuPage Water Commission's existing Audio Conference System is broke, discontinued, and unrepairable; and

WHEREAS, The DuPage Water Commission solicited quotes for the purchase and installation of a new Audio Conference System; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to issue a Purchase Order to Pace Systems, Inc. for a replacement Audio Conference System at the DuPage Water Commission for an estimated cost of \$70,000.00;

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is here by granted the authority to issue a Purchase Order to Pace Systems, Inc. for a replacement Audio Conference System at the DuPage Water Commission for an estimated cost of \$70,000.00 without further act.

Resolution No. R-10-18

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk