



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE JULY REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD ON THURSDAY, JULY 26, 2018, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE JULY 2018 REGULAR ENGINEERING & CONSTRUCTION COMMITTEE MEETING IS AS FOLLOWS:

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, JULY 26, 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 May 17, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-17-18:** A Resolution Awarding a Contract for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County (**Injection and Waterproofing Systems, Inc. – \$149,500.00**)
- V. **R-18-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**John Neri Construction Co., Inc. – Estimated Cost \$187,500.00**)
- VI. **R-20-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**WAO #8.004 Volt Electric, Inc. – Estimated Cost \$7,500.00**)
- VII. **R-21-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**WAO #8.005 Volt Electric, Inc. – Estimated Cost \$17,226.00**)

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

- VIII. **R-22-18:** A Resolution Directing Advertisement for Bids on a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service **(No Cost Component)**
- IX. **R-23-18:** A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps **(No Cost Component)**
- X. **R-24-18:** A Resolution Approving and Ratifying Certain Change Orders for the 2017 Flow Meter Replacement Project Contract **(Meccon Industries, Inc. – Increase of Contract price by \$2,896.39)**
- XI. **RFBA:** To Authorize Approval of Requisition No. 53105 to Morrow Brothers Ford for The Purchase of One Ford F-150 XL Super Cab Pickup Truck via the Illinois Department of Central Management Services – Joint Purchasing Program **(Vehicle Cost – \$27,960.00)**
- XII. **RFBA:** Authorization for the General Manager to Purchase Industrial Electric Training Services through National Technology Transfer, Inc. **(Safety Training Cost – \$22,988.00)**
- XIII. Old Business
- XIV. Other
- XV. Adjournment

**MINUTES OF A MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, MAY 17, 2018
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, F. Saverino, and M. Scheck

Committee members absent: J. Zay

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

Commissioner Fennel moved to approve the Minutes of the April 19, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck.

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

Nays: None

Absent J. Zay

Regarding water conservation efforts, Manager of Water Operations McGhee updated the Committee on the design and construction of the Richmond Education Gardens & Apiary underground cistern system that the Commission is sponsoring with the Villages of Clarendon Hills and Westmont.

Regarding R-12-18 Facilities Construction Supervisor Bostick advised the Committee that this item appears on the agenda as a Resolution Approving Work Authorization Order No. 002 for electrical labor services to McWilliams Electric Co., Inc. for the replacement of existing lighting fixtures at the DuPage Pumping Station with LED fixtures. Manager of Water Operations McGhee advised the Committee that Staff continues to search for rebates or credits for the purchase of the high efficiency LED lighting fixtures.

Regarding the Village of Bartlett water service, Facilities Construction Supervisor Bostick advised the Committee that Benchmark Construction is approximately 30% complete having installed approximately 8,200 lineal feet of water main. Facilities Construction Supervisor Bostick also advised the Committee that Greeley and Hansen is progressing on the preliminary design of the Bartlett connection facilities and the engineering work is on schedule. Also, regarding R-15-18, Facilities Construction Supervisor Bostick advised the Committee that this item appears on the agenda seeking authorization of Advertisement for Bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18).

Engineering Committee Minutes 05/17/2018

Regarding R-14-18, Facilities Construction Supervisor Bostick advised the Committee that this item is requesting approval of Work Authorization Order No. 003 with Volt Electric, Inc. to install the balance of water temperature probes to monitor water mixing effectiveness at Standpipes Nos. 1, 3 and 4 East.

Regarding R-16-18, Facilities Construction Supervisor Bostick advised the Committee that this appears on the agenda seeking authorization for the General Manager to purchase and install intelligent key security system through a U.S. Government Purchasing Cooperative (GSA Advantage) approved vendor. Facilities Construction Supervisor Bostick informed the Committee the intent is to provide and install high security intelligent key locksets for doors at 82 remote facilities and provide 260 high security intelligent key padlocks for Staff replacement at remote facilities and the DuPage Pump Station and Administration Facility.

Regarding R-15-18, Facilities Construction Supervisor Bostick advised the Committee that this appears on the agenda seeking approval of Work Authorization Order No. 06 to John Neri Construction Co., Inc., for previously completed pavement repair work and replacement of manhole frames and lids, in Glendale Heights and Naperville, to correct potentially hazardous situations.

Chairman Loftus inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Fennell moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Saverino.

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

Nays: None

Absent J. Zay

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

With no other items coming before the Committee, Commissioner Scheck moved to adjourn the meeting at 6:13 P.M. Motion seconded by Commissioner Fennell.

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

Nays: None

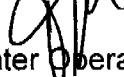
Absent J. Zay



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: June 8, 2018

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of May were a total of 2.29 billion gallons. This represents an average day demand of 74.0 million gallons per day (MGD), which is higher than the May 2017 average day demand of 69.2 MGD. The maximum day demand was 93.2 MGD recorded on May 28, 2018, which is higher than the May 2017 maximum day demand of 76.8 MGD. The minimum day flow was 66.1 MGD.

The Commission's recorded total precipitation for the month of May was 8.21 inches compared to 3.28 inches for May 2017. The level of Lake Michigan for January 2018 is 580.5 (Feet IGLD 1985) compared to 580.1 (Feet IGLD 1985) for May of 2017

Water Conservation

The Commission has partnered with SCARCE to be one of the sponsors for Glen Ellyn Public Library's three-month project on water conservation and quality that started on May 25, 2018. The library is borrowing the Commission's rain barrel display during this time to demonstrate how a rain barrel can be attached to a downspout.

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. Read more about the gardens on their website: www.richmondgardens.org.

Update: The cistern was installed within the last month.

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.

Bartlett Water Service

Benchmark Construction continues to install pipe, install pipe casings and restore pavement. Benchmark also continues to provide various Shop Drawing Submittals and Requests For Information.

Greeley and Hansen engineers have submitted the 100% design documents for the Bartlett Connection Facilities which remains on schedule. The tentative construction project schedule is as follows:

Advertisement Date: June 18, 2018
Bid Opening: August 2, 2018
Award of Contract: August 16, 2018
Contract Completion Date: April 19, 2019

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 early Summer 2018.

Quick Response Electrical Contract (QRE-8/17)

Work Authorization Order No. 001 to McWilliams Electric Co., Inc. for various electrical repairs at various sites is completed.

Storage System

Quick Response Electrical Contract Work Authorization Order No. 8.003 to install temperature monitoring systems at Standpipes Nos. 1, 3 and 4W is ongoing.

Pipeline Maintenance and Construction Overview

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

Attachments

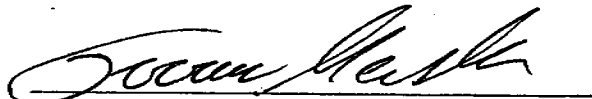
1. DuPage Laboratory Bench Sheets for May2018
2. Water Sales Analysis 01-May-2014 to 31 May-2018

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR MAY 2018

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO ₄	FREE CL ₂	TURBIDITY	TEMP	pH	Fluoride	PO ₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	
1	1.00	0.08	0.59	0.80	0.09	55	7.8	0.9	0.58	0	KD
2	0.98	0.08	0.56	0.81	0.08	55	7.8	0.8	0.57	0	AM
3	1.00	0.08	0.57	0.81	0.09	56	7.8	0.8	0.57	0	AM
4	1.00	0.08	0.59	0.83	0.09	56	7.7	0.9	0.58	0	AM
5	1.00	0.08	0.59	0.81	0.09	56	7.8	0.9	0.58	0	KD
6	1.00	0.06	0.59	0.86	0.08	55	7.8	0.9	0.61	0	KD
7	1.00	0.07	0.56	0.84	0.08	56	7.7	0.8	0.58	0	AM
8	1.00	0.08	0.58	0.81	0.08	56	7.8	0.9	0.59	0	AM
9	0.99	0.06	0.59	0.81	0.08	56	7.7	0.9	0.60	0	KD
10	1.00	0.07	0.59	0.80	0.09	56	7.8	0.9	0.59	0	KD
11	1.00	0.08	0.60	0.84	0.08	57	7.8	0.8	0.62	0	KD
12	1.00	0.08	0.51	0.82	0.07	59	7.8	0.8	0.52	0	CT
13	0.93	0.08	0.57	0.81	0.07	58	7.8	0.8	0.59	0	CT
14	1.10	0.06	0.60	0.83	0.09	58	7.8	0.9	0.61	0	KD
15	1.10	0.08	0.52	0.80	0.08	58	7.8	0.8	0.63	0	KD
16	1.00	0.08	0.57	0.80	0.08	59	7.8	0.7	0.63	0	CT
17	1.00	0.07	0.57	0.85	0.08	59	7.8	0.7	0.60	0	CT
18	1.00	0.06	0.58	0.85	0.08	60	7.8	0.7	0.58	0	CT
19	1.04	0.06	0.59	0.89	0.07	56	7.7	0.9	0.65	0	RC
20	0.99	0.06	0.60	0.93	0.07	57	7.7	0.9	0.59	0	RC
21	1.00	0.07	0.54	0.86	0.08	56	7.7	0.8	0.60	0	CT
22	1.10	0.06	0.60	0.83	0.07	58	7.8	0.7	0.53	0	CT
23	1.11	0.06	0.57	0.93	0.07	57	7.7	1.0	0.59	0	RC
24	1.02	0.06	0.59	0.88	0.06	57	7.7	0.9	0.59	0	RC
25	1.05	0.06	0.57	0.91	0.07	57	7.7	1.0	0.57	0	RC
26	0.98	0.08	0.58	0.91	0.07	58	7.7	0.9	0.57	0	CT
27	0.92	0.08	0.54	0.90	0.07	57	7.7	0.9	0.58	0	CT
28	1.00	0.07	0.55	0.88	0.07	57	7.7	0.9	0.58	0	RC
29	0.99	0.07	0.55	0.91	0.09	57	7.7	0.8	0.58	0	RC
30	1.10	0.08	0.50	0.90	0.07	57	7.7	0.7	0.58	0	CT
31	1.00	0.08	0.52	0.87	0.07	58	7.7	0.8	0.59	0	CT
AVG	1.01	0.07	0.57	0.85	0.08	57	7.8	0.8	0.59	0	
MAX	1.11	0.08	0.60	0.93	0.09	60	7.8	1.0	0.65	0	
MIN	0.92	0.06	0.50	0.80	0.06	55	7.7	0.7	0.52	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-May-18

PER DAY AVERAGE 79,213,966

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
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	488,148	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%	\$10,615,485.70	\$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	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,965,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,984	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	2,744,681,826	96.24%	\$12,679,444.80	\$10,465,471.04	585,800	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	\$10,662,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
TOTALS (1)	754,671,454,798	776,196,653,437	97.23%	\$1,496,534,923.49	\$1,352,396,744.45	773,856,768	0.10%	97.33%	\$1.98	\$1.742

(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										
May-17	2,140,566,000	2,206,451,707	97.01%	10,445,962	8,413,200					
May-18	2,285,706,000	2,361,461,303	96.79%	11,291,388	9,169,554				\$4.88	\$3.813
	145,140,000	155,009,596		\$845,426	\$756,354				\$4.94	\$3.883
	6.8%	7.0%		8.1%	9.0%					
Month										
May-17	2,140,566,000	2,206,451,707	97.01%	10,445,962	8,413,200					
May-18	2,285,706,000	2,361,461,303	96.79%	11,291,388	9,169,554				\$4.88	\$3.813
	145,140,000	155,009,596		\$845,426	\$756,354				\$4.94	\$3.883
	6.8%	7.0%		8.1%	9.0%					
May>Apr	344,160,000	359,129,745		1,816,643	1,394,501					



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: July 19, 2018

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of June were a total of 2.3 billion gallons. This represents an average day demand of 76.8 million gallons per day (MGD), which is lower than the June 2017 average day demand of 85.9 MGD. The maximum day demand was 88.3 MGD recorded on June 30, 2018, which is lower than the June 2017 maximum day demand of 106.4 MGD. The minimum day flow was 63.5 MGD.

The Commission's recorded total precipitation for the month of June was 7.63 inches compared to 3.44 inches for June 2017. The level of Lake Michigan for January 2018 is 580.7 (Feet IGLD 1985) compared to 580.3 (Feet IGLD 1985) for June of 2017

Water Conservation

On June 18th around 20 DuPage County teachers attended a SCARCE Teacher Tour. A memo regarding this has been posted on the Commission's website (dpwc.org).

Ongoing: The Commission has partnered with SCARCE to be one of the sponsors for Glen Ellyn Public Library's three-month project on water conservation and quality that started on June 25, 2018. The library is borrowing the Commission's rain barrel display during this time to demonstrate how a rain barrel can be attached to a downspout.

No Change: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. The cistern has been installed.

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

Quick Response Electrical Contract (QRE 8/17)

R-21-18 appears on the agenda as a Resolution Approving Work Authorization Order No. 005 for services provided by Volt Electric, Inc. to perform Infrared Scanning and necessary repairs of electrical equipment at the DuPage Pumping Station.

R-22-18 appears on the agenda seeking authorization to advertise for bids on the Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service to enable Staff to have such services available when work is required on the Commission's High Lift Pumps, Motors and Ancillary Equipment.

R-23-17 appears on the agenda seeking authorization to advertise for bids on the Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps to enable Staff to have such services available when work is required on the Commission's High Lift Pumps, Motors and Ancillary Equipment.

Infor EAM

Staff is using Infor EAM to support the Operations Department's lighting fixture upgrade project. This involves expanded use of the inventory management module to purchase and track receipt of items to be installed and issued to a work order thereby ensuring accountability for over 900 fixtures and bulbs costing in excess of \$200,000.

Geographic Information System (GIS)

Staff is discussing with ESRI options for moving its GIS data to the cloud to make maps and asset data more readily available to field personnel from a secure GIS web site. No decision to change the existing GIS hardware architecture has been made but there is the potential to reduce costs and also make GIS more widely available.

Bartlett Water Service

Benchmark Construction continues to install pipe, install pipe casings and restore pavement. Benchmark also continues to provide various Shop Drawing Submittals and Requests For Information. Benchmark has installed approximately 17,000 feet of pipe and successfully pressure tested 11,000 feet of pipe.

Contract MS-21/18 for the construction of Bartlett Meter Station 30A is out for bids. The project schedule is as follows:

Bid Opening: August 2, 2018
Tentative Award of Contract: August 16, 2018
Contract Completion Date: April 1, 2019

Staff is working with the Village of Bartlett on developing the permanent and temporary easements necessary to construct the Metering Station.

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 complete. R-24-18 appears on the agenda seeking approval of Change Order No. 1 for unforeseen conditions that resulted in extra work and a net increase in the Contract Price of \$2,896.39. This action would also authorize the General Manager to release of all monies held in retention conditioned upon receipt of all contractually required documentation.

Quick Response Electrical Contract (QRE-8/17)

R-20-18 appears on the agenda seeking authorization of Work Authorization Order No. 8.004 to purchase and install upgraded LED aviation obstruction lighting fixtures on top of all Commission standpipes. The existing incandescent fixtures are beyond their useful life and also are not capable of accepting LED lamps.

Storage System

Quick Response Electrical Contract Work Authorization Order No. 8.003 to install temperature monitoring systems at Standpipes Nos. 1, 3 and 4W is complete.

Facilities Construction Overview

Meter Stations

R-17-18 appears on the agenda recommending award of a contract for the Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County. Eight (8) proposals were received and Staff is recommending the award to Injection and Waterproofing Systems, Inc.

Employee Safety

A Request for Board Action appears on the agenda seeking authorization for the General Manager to enter into an agreement with National Technology Transfer, Inc. (NTT), to provide industrial electrical safety training for Commission Operators and Technicians. The combination of lecture and labs will help qualify Commission staff and meet regulatory safety requirements.

Pipeline Maintenance and Construction Overview

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

R-18-18 Appears on the agenda as a request to approve and ratify Work Authorization Order #007 under Quick Response Contract QR11/17 to John Neri Construction Co. Inc., for the work involved to repair a leak on a 60" diameter water main located in the Village of Downers Grove. The source of the leak was a failure in the valve bonnet assembly of a 12" diameter blow off valve. The valve was replaced with a new 12" diameter valve, and the old valve will be refurbished by Staff and placed in stock.

A Request for Board Action appears on the agenda requesting authorization of the purchase one (1) 2018 Ford F-150 Super Cab 4x4 Pick Up Truck from Morrow Brothers Ford through the Illinois Department of Central Management Services – Joint Purchasing Program.

JULY 2018 COMMISSION AGENDA ITEMS:

R-17-18: A Resolution Awarding a Contract for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County **(Injection and Waterproofing Systems, Inc. – \$149,500.00)**

R-18-18 A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR11/17 **(WAO # 007 – John Neri Construction Co., Inc. – Estimated Cost \$187,500.00)**

R-20-18 A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 **(WAO #8.004 Volt Electric, Inc. – Estimated Cost \$7,500.00)**

- R-21-18** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 **(WAO #8.005 Volt Electric, Inc. – Estimated Cost \$17,226.00)**
- R-22-18** A Resolution Directing Advertisement for Bids on a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service. **(No cost component for this action)**
- R-23-18** A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps **(No Cost Component for This Action)**
- R-24-18** A Resolution Approving and Ratifying Certain Change Orders for the 2017 Flow Meter Replacement Project Contract **(Meccon Industries, Inc. – Increase of Contract Price by \$2,896.39)**
- RFBA:** To Authorize Approval of Requisition No. 53105 to Morrow Brothers Ford for The Purchase of One Ford F-150 XL Super Cab Pickup Truck via the Illinois Department of Central Management Services – Joint Purchasing Program **(Vehicle Cost – \$27,960.00)**
- RFBA:** Authorization for the General Manager to Purchase Industrial Electric Training Services through National Technology Transfer, Inc. **(Safety Training Cost – \$22,988.00)**

Attachments

1. DuPage Laboratory Bench Sheets for June 2018
2. Water Sales Analysis 01-June-2014 to 30 June 2018

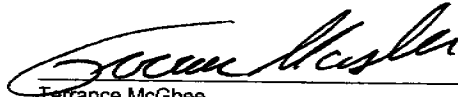
<http://sp2013/Status%20of%20Operations/2018/0712.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR JUNE 2018

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO ₄	FREE CL ₂	TURBIDITY	TEMP	pH	Fluoride	PO ₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	0.95	0.08	0.57	0.89	0.07	63	7.8	0.8	0.51	0	CT
2	0.99	0.07	0.55	0.80	0.09	62	7.7	1.0	0.59	0	RC
3	0.97	0.07	0.57	0.87	0.08	60	7.8	0.9	0.52	0	RC
4	0.95	0.08	0.53	0.86	0.07	61	7.8	0.7	0.53	0	CT
5	0.94	0.08	0.51	0.85	0.07	61	7.8	0.8	0.51	0	KD
6	0.93	0.08	0.59	0.92	0.08	60	7.8	0.7	0.56	0	RC
7	0.99	0.08	0.55	0.80	0.09	60	7.8	0.8	0.59	0	RC
8	0.83	0.11	0.52	0.83	0.09	60	7.7	0.9	0.58	0	RC
9	0.89	0.09	0.60	0.87	0.09	60	7.8	0.7	0.59	0	AM
10	0.95	0.09	0.60	0.92	0.08	60	7.8	0.8	0.57	0	AM
11	0.97	0.07	0.57	0.87	0.07	60	7.7	0.8	0.57	0	RC
12	0.95	0.07	0.51	0.80	0.08	61	7.7	0.8	0.57	0	RC
13	0.93	0.07	0.59	0.88	0.09	61	7.8	0.8	0.56	0	AM
14	0.99	0.08	0.58	0.83	0.09	60	7.8	0.9	0.58	0	AM
15	0.98	0.07	0.60	0.83	0.08	60	7.8	0.8	0.58	0	AM
16	0.99	0.07	0.60	0.84	0.09	62	7.8	0.8	0.59	0	KD
17	1.00	0.09	0.59	0.80	0.09	64	7.7	0.9	0.65	0	KD
18	1.10	0.08	0.57	0.88	0.08	61	7.8	0.9	0.58	0	AM
19	1.10	0.07	0.58	0.89	0.09	61	7.7	0.9	0.59	0	AM
20	1.10	0.08	0.59	0.86	0.09	62	7.8	0.9	0.60	0	KD
21	0.96	0.07	0.53	0.88	0.10	61	7.8	0.8	0.55	0	KD
22	1.00	0.08	0.57	0.80	0.10	63	7.8	0.8	0.58	0	KD
23	0.92	0.09	0.57	0.86	0.10	63	7.8	0.8	0.56	0	AM
24	1.15	0.09	0.55	0.93	0.10	64	7.7	0.8	0.60	0	RC
25	1.00	0.09	0.56	0.89	0.10	63	7.8	0.8	0.58	0	AM
26	1.10	0.08	0.56	0.95	0.09	63	7.8	0.8	0.51	0	CT
27	1.10	0.09	0.57	0.89	0.08	63	7.8	0.8	0.58	0	AM
28	1.10	0.09	0.56	0.94	0.09	63	7.6	0.9	0.57	0	AM
29	1.10	0.09	0.52	0.90	0.09	63	7.6	0.9	0.59	0	AM
30	1.10	0.08	0.53	0.89	0.10	63	7.5	0.9	0.59	0	KD
31											
AVG	1.00	0.08	0.56	0.87	0.09	62	7.8	0.8	0.57	0	
MAX	1.15	0.11	0.60	0.95	0.10	64	7.8	1.0	0.65	0	
MIN	0.83	0.07	0.51	0.80	0.07	60	7.5	0.7	0.51	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Jun-18

PER DAY AVERAGE 79,205,809

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
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	\$9,641,987.80	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	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,984	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%	96.98%	\$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	0.18%	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%	\$12,555,786.64	\$10,336,497.60	667,840	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	\$10,862,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,508,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,050	2,397,747,162	95.86%	\$11,354,387.71	9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
TOTALS (1)	756,969,913,848	778,584,400,599	97.22%	\$1,507,889,311.20	\$1,361,851,061.51	776,850,803	0.10%	97.32%	\$1.99	\$1.749

(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										
Jun-17	4,713,469,000	4,868,439,242	96.82%	23,001,729	18,749,698				\$4.88	\$3.851
Jun-18	4,584,165,050	4,759,208,465	96.32%	22,645,775	18,623,871				\$4.94	\$3.913
	(129,303,950)	(109,230,777)		(\$355,953)	(\$125,827)					
	-2.7%	-2.2%		-1.5%	-0.7%					
Month										
Jun-17	2,572,903,000	2,661,987,535	96.65%	12,555,767	10,336,498				\$4.88	\$3.883
Jun-18	2,298,459,050	2,397,747,162	95.86%	11,354,388	9,454,317				\$4.94	\$3.943
	(274,443,950)	(264,240,373)		(\$1,201,379)	(\$882,181)					
	-10.7%	-9.9%		-9.6%	-8.5%					
Jun>May	12,753,050	36,285,859		63,000	284,763					

DATE: July 19, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering Committee	ORIGINATING DEPARTMENT	Facilities Construction																
ITEM	A Resolution Awarding a Contract for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County at the July 26, 2018, DuPage Water Commission Meeting Resolution No. R-17-18	APPROVAL   																	
Account No.: 01-60-771600 - \$149,500.00																			
<p>On May 18, 2018, the Commission invited sealed bids for the Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County. The Commission advertised for bids in the Daily Herald, in addition to posting a notice of the invitation on the Commission's web site, with various plan rooms as well as direct solicitation of area contractors.</p> <p>Sealed bids were received until 1:00 p.m., local time, June 6, 2018, at which time all bids were publicly opened and read aloud. The following bids were received:</p> <table><tr><td>Injection & Waterproofing Systems, Inc. – Aurora, IL</td><td>\$149,500.00</td></tr><tr><td>A.L.L. Masonry – Chicago, IL</td><td>\$150,096.00</td></tr><tr><td>Grove Masonry Maintenance – Alsip, IL</td><td>\$238,977.00</td></tr><tr><td>Dardon's Roofing Co. – Chicago, IL</td><td>\$248,909.20</td></tr><tr><td>Restore Works – Griffith, IN</td><td>\$251,180.00</td></tr><tr><td>Jimmy'z Masonry Corp. – Crystal Lake, IL</td><td>\$275,000.00</td></tr><tr><td>Bulley and Andrews – Chicago, IL</td><td>\$284,176.00</td></tr><tr><td>Berglund Construction – Chicago, IL</td><td>\$298,200.00</td></tr></table> <p>Having performed normal and customary reference checks and as reviewed by legal counsel, Resolution No. R-17-18 would award the contract to the lowest responsive bidder, Injection & Waterproofing Systems, Inc., in the bid amount of \$149,500.00.</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-18/19 Management Budget as a Capital Improvement Project.</p>				Injection & Waterproofing Systems, Inc. – Aurora, IL	\$149,500.00	A.L.L. Masonry – Chicago, IL	\$150,096.00	Grove Masonry Maintenance – Alsip, IL	\$238,977.00	Dardon's Roofing Co. – Chicago, IL	\$248,909.20	Restore Works – Griffith, IN	\$251,180.00	Jimmy'z Masonry Corp. – Crystal Lake, IL	\$275,000.00	Bulley and Andrews – Chicago, IL	\$284,176.00	Berglund Construction – Chicago, IL	\$298,200.00
Injection & Waterproofing Systems, Inc. – Aurora, IL	\$149,500.00																		
A.L.L. Masonry – Chicago, IL	\$150,096.00																		
Grove Masonry Maintenance – Alsip, IL	\$238,977.00																		
Dardon's Roofing Co. – Chicago, IL	\$248,909.20																		
Restore Works – Griffith, IN	\$251,180.00																		
Jimmy'z Masonry Corp. – Crystal Lake, IL	\$275,000.00																		
Bulley and Andrews – Chicago, IL	\$284,176.00																		
Berglund Construction – Chicago, IL	\$298,200.00																		
MOTION: To approve Resolution No. R-17-18.																			

DUPAGE WATER COMMISSION

RESOLUTION R-17-18

**A RESOLUTION AWARDING A
CONTRACT FOR REHABILITATION OF MASONRY AND PRE-CAST CONCRETE
JOINT SEALANTS AT 73 LOCATIONS THROUGHOUT DUPAGE COUNTY**

WHEREAS, bids for a Contract for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County were received on June 6, 2018; and

WHEREAS, based upon staff's and legal counsel's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined the bid of Injection & Waterproofing Systems, Inc. is the most favorable to the interests of the Commission.

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at 73 Locations Throughout DuPage County to Injection & Waterproofing Systems, Inc., in the bid amount of \$149,500.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract that is acceptable to the DuPage Water Commission.

Resolution No. R-17-18

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/R-17-18

DuPAGE WATER COMMISSION
CONTRACT/PROPOSAL FOR THE

REHABILITATION OF MASONRY AND PRECAST CONCRETE JOINT SEALANTS

Full Name of Bidder Injection & Waterproofing Systems, Inc. (dba IWS, Inc.) ("Bidder" or "Contractor")
Principal Office Address 232 S. River St., Aurora, IL 60506
Local Office Address 232 S. River St., Aurora, IL 60506
Contact Person Peter Fichtel Telephone Number 630-892-9400

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 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. 1 & 2 [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 the Rehabilitation of Masonry and Pre-Cast Concrete Joint Sealants at approximately 73 Locations Throughout DuPage County, Illinois (the "Work Site") listed as ATTACHMENT D - LOCATIONS and MAP;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates 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 B - SPECIFICATIONS. Whenever any equipment, materials or supplies are specified or described in this Contract/Proposal by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in writing and its sole and absolute discretion.

C. Responsibility for Damage or Loss. To the fullest extent permitted by law, 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, the Work Site, 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 this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. 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 – ATTACHMENT A

For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in ATTACHMENT A incorporated into the Work by the Unit Price set forth in ATTACHMENT A for such Unit Price Item.

TOTAL CONTRACT PRICE (in writing):
One Hundred Forty-Nine Thousand
Five Hundred _____ Dollars and 00 Cents

TOTAL CONTRACT PRICE (in figures):
\$ 149,500 Dollars and 00 Cents

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; 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*; and
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, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, 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.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

A. Completion Date. 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 or other commencement date directed by Owner provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in 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 August 3, 2018.

B. Force Majeure; Additional Time. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than sixty (60) days. Notwithstanding anything herein to the contrary, in the event Bidder is delayed in performance of the Work from any cause other than the fault of the Owner, the Bidder shall not be entitled to damages, adjustment or compensation of any kind for such delay; the Bidder's sole remedy shall be extension of time to complete the Work. In the event Bidder is delayed by the fault of the Owner, Bidder may make a claim for additional time and/or additional compensation, to be determined equitably in Owner's discretion.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates 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 primary and non-contributory and 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.

The Bidder's obligation to provide and maintain such Insurance shall be in addition to, and not in lieu of, Bidder's indemnification obligations herein.

The insurance coverages required pursuant to this Contract shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives as additional insured parties (the "Additional Insureds"). The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Bidder. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor

maintains shall not be reduced by the existence of such other insurance.

Bidder shall notify Owner in writing of any cancellation of its insurance at least 30 days before the date of cancellation.

B. Indemnification. To the fullest extent permitted by law, Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, liens 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.

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 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 workmanlike and 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 the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act") (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract/Proposal); any other applicable 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.

The work under the Contract is "public works" as defined by the Act. The Contractor shall be required to pay not less than the prevailing rate of wages, as determined by the Owner and as may be amended from time to time, to all laborers, mechanics and other workers and shall comply with all other requirements of the Act. The prevailing rates of wages are revised periodically by the Department of Labor and are available on the Department's official website.

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. The election of one remedy shall not waive any other remedies available to Owner.

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. In the event any party files suit under or regarding this Contract, the only proper venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois; the parties hereby consent to said venue and the jurisdiction of that court and waive any objection to said venue.

K. Attorney's Fees. If the Owner engages an attorney to enforce this Contract or to initiate litigation to enforce, interpret or declare rights under this Contract, Owner shall be entitled to its reasonable attorney's fees from Contractor.

L. Limitation on Claims. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the Owner arising out of or related to the Contract within the time period specified by applicable law, but in any case not more than two (2) years after the date of completion of the Work. The Contractor waives all claims and causes of action not commenced in accordance with this Section.

M. Liens. If at any time there shall be evidence of any lien or claim for which, if established, Contractor or the Owner might become liable, and which is chargeable to Contractor and not discharged within seven (7) days, Owner shall have the right to: (1) retain out of any payment due or to become due, an amount sufficient to completely indemnify Owner against such lien or claim, including legal costs and attorney's fees; (2) terminate the Contract; (3) require that Contractor's bonding company, if any,

discharge said lien; and/or (4) require Contractor, at its sole cost and expense, to obtain a lien release bond acceptable to Owner in an amount not less than 150% of the amount of the lien. Should any claim or lien develop as a result of Contractor's default after all payments are made, Contractor shall refund to Owner all moneys which may be necessary for Owner to pay in order to discharge such claim.

8. Contract Documents

The Contract shall include the Instructions to Bidders, Contract/Proposal, Specifications, and all attachments and exhibits thereto.

9. Safety

A. Contractor's Responsibility. The Contractor shall be solely and completely responsible for all means and methods of work; providing all tools and equipment necessary to complete the work; providing and maintaining safe conditions at the Work site or sites, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. The Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. The Contractor shall provide, by its own designation, only "Qualified Workers" to perform the Work and shall provide its own Personal Protective Equipment (PPE) for such Work including, but not limited to: clothing, gloves, eyewear/safety glasses, head/face shields, testing equipment, footwear, hard hats, and hearing protection, as appropriate for the potential hazards to be encountered as determined by the Contractor. The Contractor must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of the Owner's facilities and appurtenances.

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

C. No Liability. Neither the Owner, nor any official or employee of the Owner, nor any authorized assistant or agent of any of them, shall be responsible for conditions at the Work site or sites, nor for the safety of persons or property, during the performance of the Work.

10. Owner's Right to Terminate or Suspend Work.

A. Suspension by the Owner for Convenience. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Sum and time to complete the Work shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in this Section 10.A. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision.

B. Termination by the Owner for Convenience.

Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall cease operations as directed by the Owner in the notice; take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

C. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Contract Documents. When any of these reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety: exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. When the Owner terminates the Contract for one of the reasons stated in this paragraph, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

11. Changes.

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Notwithstanding anything in this contract to the contrary, no change in the Work, completion date, compensation or other change order is effective unless in writing and signed by Owner.

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

Bidder's Name: Injection & Waterproofing Systems, Inc.

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

Signature of Bidder or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: Peter Fichtel

Title/Position: President

Dated this 6th day of June, 2018

Bidder's Business Address: 232 S. River St., Aurora, IL 60506

Bidder's Business Telephone: 630-892-9400 Facsimile: 630-892-0300

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

NAME	TITLE	ADDRESS
Peter Fichtel	President	502 White Owl Ln., Oswego, IL
Scott Fichtel	VP	791 Strawberry Ct., Aurora, IL

ATTACHMENT A
SCHEDULE OF PRICES / PROPOSAL

**ATTACHMENT A
SCHEDULE OF PRICES/PROPOSAL**

BID ITEM	DESCRIPTION	APPROXIMATE L. FT. PER SITE	(A) NUMBER OF SITES	(B) PROPOSED COST PER SITE	(C) (C = A * B) BID PRICE
1	TYPE 1 METER STATION	198	19	\$ 2,300.00	\$ 43,700.00
2	TYPE 2 METER STATION	193	42	\$ 2,275.00	\$ 95,550.00
3	TYPE 3 METER STATION	162	1	\$ 2,250.00	\$ 2,250.00
4	TYPE 4 METER STATION	36	1	\$ 575.00	\$ 575.00
5	TYPE 5 METER STATION	32	8	\$ 575.00	\$ 4,600.00
6	TYPE 6 METER STATION	144	1	\$ 2,250.00	\$ 2,250.00
7	TYPE 7 PUMP STATION	42	1	\$ 575.00	\$ 575.00
TOTAL CONTRACT PRICE (SUM OF BID PRICES - ITEMS 1 THROUGH 7 IN COLUMN C)					\$ 149,500.00

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; 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; and
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, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, 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.
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.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

IWS, Inc.
232 S. River Street
Aurora, IL 60506

OWNER:

(Name, legal status and address)

DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126-4642

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Rehabilitation of Masonry and Precast Concrete Joint Sealants

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of June, 2018



(Witness)

IWS, Inc.


(Principal) (Seal)

By: 

(Title) PETER FICHEL PRESIDENT

Old Republic Surety Company

(Surety) (Seal)

By: 

(Title) Kevin J. Scanton Attorney-in-Fact

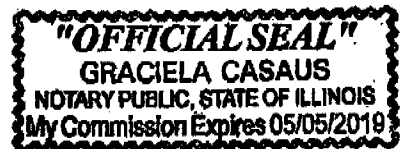


State of IL
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,
do hereby certify that Kevin J. Scanlon Attorney-in-Fact, of the Old Republic Surety
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 6th day of June, 2018



A handwritten signature in cursive script, appearing to read "Graciela Casaus", written over a horizontal line.

Notary Public

Graciela Casaus

My Commission expires: May 5, 2019



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kevin J. Scanlon

its true and lawful Attorney-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: June 6, 2018

Surety Bond number: Bid Bond

Principal: IWS, Inc.

Obligee: DuPage Water Commission

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

Jane E. Cherney
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2015, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2018
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 6th day of June, 2018.

Jane E. Cherney
Assistant Secretary

IWS, Inc.

Injection & Waterproofing Systems, Inc.
232 South River Street
Aurora, IL 60506

(630) 892-9400

FAX (630) 892-0300

RECEIVED

June 15, 2018

JUN 13 2018

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

DuPage Water Commission

ATTN: Chris Bostick

RE: Rehabilitation of Masonry and Precast Concrete Joint Sealants

Mr. Bostick,

Please take this memo as our certification that IWS, Inc. is a union shop paying prevailing wage on all projects.

Further, an original copy of our Bid Bond is attached for your use.

If you require any further information, please feel free to contact our office at your convenience.

Sincerely,



Peter Fichtel
President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

IWS, Inc.
232 S. River Street
Aurora, IL 60506

OWNER:
(Name, legal status and address)
DuPage Water Commission
600 E. Butterfield Rd.
Elmhurst, IL 60126-4642

SURETY:
(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

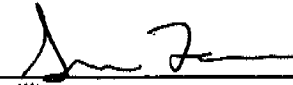
Rehabilitation of Masonry and Precast Concrete Joint Sealants

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of June, 2018



(Witness)




(Witness)

IWS, Inc.
(Principal) _____ (Seal)

By: 

(Title)

Old Republic Surety Company
(Surety) _____ (Seal)

By: 

(Title) Kevin J. Scanlon Attorney-in-Fact



State of IL

County of DuPage

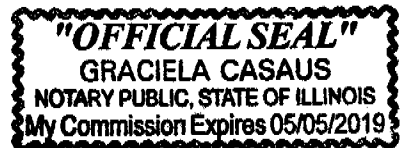
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Kevin J. Scanlon Attorney-in-Fact, of the Old Republic Surety

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 6th day of June, 2018.



A handwritten signature in cursive script, appearing to read "Graciela Casaus", written over a horizontal line.

Notary Public Graciela Casaus

My Commission expires: May 5, 2019



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kevin J. Scanlon

its true and lawful Attorney-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: June 6, 2018

Surety Bond number: Bid Bond

Principal: IWS, Inc.

Obligee: DuPage Water Commission

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.


RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2015, personally came before me, Alan Pavlic and Jane E. Cherney

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2018


(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE




I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 6th day of June, 2018.


Assistant Secretary

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the July 26, 2018, DuPage Water Commission Meeting Resolution No. R-18-18	APPROVAL	  

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-18-18 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 007 to John Neri Construction Co., Inc. This work authorization was issued, and the work was completed, prior to board approval and was necessary to repair a leak in a 60 inch diameter water main located on Butterfield Frontage Road between Highland Avenue and Finley Road in the City of Downers Grove.

Staff solicited estimates for the repair work from both QR-11/17 contractors, and the results of those estimates are listed in the table below.

CONTRACTOR	ESTIMATE
John Neri Construction Co., Inc.	\$187,500.00
Rossi Contractors Inc.	\$208,000.00

Approval of Resolution R-18-18 would ratify Work Authorization Order Number 007 to John Neri Construction Co., Inc. for the work necessary to excavate, locate and repair the source of a leak on a Commission 60 inch diameter PCCP water main at an estimated cost of \$187,500.00.

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

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
JULY 26, 2018 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 _____, 2018.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.007

LOCATION:

Butterfield Road Frontage Road between Highland Avenue and Finley Road 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; excavate, locate and repair the source of a leak on a Commission 60" diameter PCCP water main; backfill the excavation with suitable materials; disinfect the isolated section of water 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 repair a leak in a 60" diameter water main.

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:



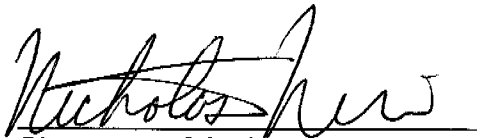
Signature of Authorized Representative

DATE:

6/14/18

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:



Signature of Authorized Representative

Safety Rep:

Anthony Neri 630 514-1778

Name and 24-Hr Phone No.

DATE:

6/18/18

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the July 26, 2018, DuPage Water Commission Meeting</p> <p>Resolution No. R-20-18</p>	<p>APPROVAL</p> <p><i>Just</i></p> <p><i>CM</i> <i>JD</i></p>	

Account Numbers: 01-60-663300 (Estimated Cost \$7,500.00)

The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-20-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 004: This Work Authorization is to Volt Electric, Inc., for the purchase and installation of new LED obstruction light fixtures on top of the Commission's five standpipes.

Proposals were received from both QRE-8/17 electrical contractors and their estimates are listed below.

QRE Contractor	Estimate
Volt Electric, Inc.	\$7,351.00
McWilliams Electric Co., Inc.	\$7,440.00

The work will be billed at time and material, estimated cost of \$7,500.00.

MOTION: To adopt Resolution No. R-20-18.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-20-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE JULY 26, 2018, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-8/17"); and

WHEREAS, Contract QRE-8/17 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

Resolution No. R-20-18

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 _____, 2018

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.004

LOCATIONS:

Tank Site #1, Monaco Dr. and Central Ave, Roselle
Tank Site #2, 1900 N Bloomingdale Rd, Glendale Heights
Tank Site #3, 1111 E. Warrenville Rd, Naperville
Tank Site #4E, 75th St. and Gladstone Dr, Naperville
Tank Site #4W, 75th St. and Gladstone Dr, Naperville

CONTRACTOR:

Volt Electric, Inc.

DESCRIPTION OF WORK:

Purchase and replace existing obstruction light on top of each tank with Hughey & Phillips Horizon Series L-810 LED Obstruction Light, Part # 45-1004-001.

REASON FOR WORK:

Existing fixtures are not for LED type lamps. New fixture is designed for LED lamps with 5-year warranty. Once replaced should not have to climb tank to replace lamps for many years.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Contractor is hereby notified that Work to be undertaken by this Work Authorization Order includes climbing and working at heights up to approximately 170 feet above ground level. The Contractor shall identify and evaluate all hazards and ensure compliance with all precautions and programs and comply with all applicable laws, regulations and guidelines including without limitation, OSHA.

The Contractor shall not use the Owner's fall-protection, fall-restraint, or fall-arrest personal protective equipment.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:



By: _____
Signature of Authorized
Representative

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

DATE: _____

DATE: June 26, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the July 26, 2018 DuPage Water Commission Meeting (WAO 8.005) Resolution No. R-21-18	APPROVAL	 

Account Numbers: 01-60-656000

The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-21-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 005: This work authorization is for electrical labor services to perform Infrared Scanning and necessary repairs of electrical equipment at the DuPage Water Commission.

Of the two QRE electrical contractors, the proposal of Volt Electric, Inc. was received. McWilliams Electric Co., Inc. did not submit a quote. As a result, the quote of Volt Electric, Inc. was found to be the most favorable to the interests of the Commission.

QRE Contractor	Total Estimated Cost
Volt Electric, Inc.	\$17,226.00
McWilliams Electric Co., Inc.	Did not submit quote

Approval of Resolution R-21-18 would approve Work Authorization Order No. 005 for electrical labor services by Volt Electric, Inc. to perform Infrared Scanning and necessary repairs of electrical equipment at the DuPage Water Commission at an estimated cost of \$17,226.00.

MOTION: To adopt Resolution No. R-21-18.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-21-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE JULY 26, 2018, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-8/17"); and

WHEREAS, Contract QRE-8/17 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

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

Resolution No. R-21-18

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 _____, 2018

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.005

LOCATION:

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

CONTRACTOR: Volt Electric, Inc.

DESCRIPTION OF WORK:

Electrical labor service to perform Infrared Scanning and any necessary repairs of electrical equipment at the DuPage Water Commission.

REASON FOR WORK:

Preventive maintenance on electrical systems.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

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

DATE: _____

DATE: July 26, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Directing Advertisement for Bids on a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service Resolution No. R-22-18	APPROVAL MW OKP	 JK
Account Number(s): 01-60-771900 & 01-60-662100			
<p>R-22-18 appears on the agenda seeking authorization for advertisement for bids on a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service 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 primary focus of the contract would be for removing, transporting to and from designated repair shops and reinstallation of the Commission's critical Large High Lift Pumps and Electric Motors. From time to time staff would use the contract for removal and reinstallation of Large Valves and Critical Water System Parts.</p> <p>The intent is to receive proposals that include unit prices for rigging, transportation, reinstallation of equipment and labor services to be used on an as needed basis for general service and also for emergency service.</p> <p>There is no cost component for this action.</p>			
MOTION: To adopt Resolution No. R-22-18			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-22-18

**A RESOLUTION DIRECTING ADVERTISEMENT
FOR BIDS ON A CONTRACT FOR 36-MONTH HEAVY MACHINERY AND
EQUIPMENT RIGGING, TRANSPORTATION AND INSTALLATION SERVICE**

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids on a Contract for 36-Month Heavy Machinery and Equipment Rigging, Transportation and Installation Service (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

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

Resolution No. R-22-18

“Performance and Payment Bonds” in the Request for Proposals attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-22-18.docx

EXHIBIT A

DuPAGE WATER COMMISSION
REQUEST FOR PROPOSALS

OWNER:

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

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

CONTRACT FOR 36-MONTH HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION AND INSTALLATION SERVICE

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 10:00 A.M., September 24th, 2018.

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 September 5th, 2018, at 10:00 A.M. All prospective Bidder's and/or their representatives are required 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 3:00 P.M.

Delivery of Proposals

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

Opening of Proposals

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

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Withdrawal of Proposals

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

Rejection of Proposals

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

Acceptance of Proposals

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

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

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

DATED this 26th day of July, 2018.

DUPAGE WATER COMMISSION

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

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL

CONTRACT FOR 36-MONTH HEAVY MACHINERY AND EQUIPMENT RIGGING, TRANSPORTATION AND INSTALLATION SERVICE

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, for a period of three years 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

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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 10 calendar days following the Commencement Date.

4. Financial Assurance

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

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

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

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

5. **Firm Proposal**

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

6. **Bidder's Representations and Warranties**

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

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

established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

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

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

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

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

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

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.

or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

PROPOSAL

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

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

DATED this _____ day of _____, 2018

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-22-18

Attachment A

SCHEDULE OF PRICES

[TO BE DEVELOPED]

Attachment B

SCOPE OF WORK

[TO BE DEVELOPED]

Attachment C
SPECIFICATIONS
[TO BE DEVELOPED]

Resolution No. R-22-18

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 _____, 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.

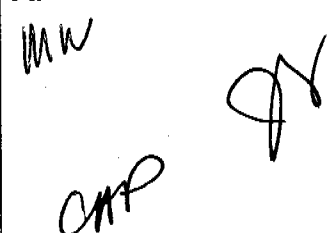

DUPAGE WATER COMMISSION

By: _____

John F. Spatz, Jr.
General Manager

DATE: July 26, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Directing Advertisement for Bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps Resolution No. R-23-18	APPROVAL	 
Account Number(s): 01-60-771900 & 01-60-662100			
<p>R-23-18 appears on the agenda seeking authorization for advertisement for bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps, 5 Million Gallon a Day (5 MGD) and larger pumps including ancillary equipment, and would establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p> <p>While the primary focus of the contract would be the Commission's High Lift Pumps consisting of two 15 Million Gallon a Day (15 MGD) and seven 30 Million Gallon a Day (30 MGD) pumps, from time to time Staff is in need of repairs to smaller pumps when it's economically feasible to repair rather than replace.</p> <p>The intent is to receive proposals that include unit prices for parts, material and labor services to be used on an as needed basis for general service and also for emergency service.</p> <p>There is no cost component for this action.</p>			
MOTION: To adopt Resolution No. R-23-18			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-18

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

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids on a Contract for 36-Month Maintenance, Parts and Repair Service for Large Water Pumps (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

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

Resolution No. R-23-18

“Performance and Payment Bonds” in the Request for Proposals attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-23-18.docx

EXHIBIT A

DuPAGE WATER COMMISSION
REQUEST FOR PROPOSALS

OWNER:

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

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

CONTRACT FOR 36-MONTH MAINTENANCE, PARTS AND REPAIR SERVICE FOR LARGE WATER PUMPS

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., September 24th, 2018.

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 September 5, 2018 at 01:00 P.M. All prospective Bidder's and/or their representatives are required 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 3:00 P.M.

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-23-18

Withdrawal of Proposals

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

Rejection of Proposals

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

Acceptance of Proposals

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

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

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

DATED this 26th day of July, 2018.

DUPAGE WATER COMMISSION

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

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL

CONTRACT FOR 36-MONTH MAINTENANCE, PARTS AND REPAIR SERVICE FOR LARGE WATER PUMPS

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, for a period of three years 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-23-18

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

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

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

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

5. Firm Proposal

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

6. Bidder's Representations and Warranties

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

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

established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

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

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

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

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

Resolution No. R-23-18

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

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.

or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

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

PROPOSAL

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

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal) Printed Name: _____
(if corporation) Title/Position: _____

DATED this _____ day of _____, 2018

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-23-18

Attachment A

SCHEDULE OF PRICES

[TO BE DEVELOPED]

Attachment B

SCOPE OF WORK

[TO BE DEVELOPED]

Attachment C
SPECIFICATIONS
[TO BE DEVELOPED]

Attachment D

**DRAWINGS
[TO BE DEVELOPED]**

Attachment E

ACCEPTANCE

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

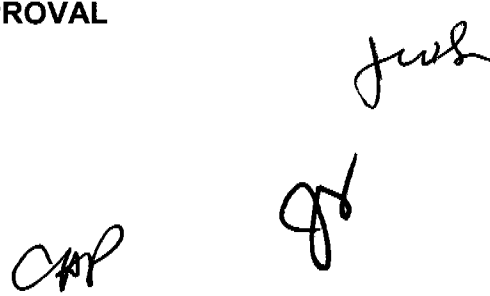
DUPAGE WATER COMMISSION

By: _____

John F. Spatz, Jr.
General Manager

DATE: July 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Instrumentation and Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Change Orders for the 2017 Flow Meter Replacement Project Contract at the July 26, 2018, DuPage Water Commission Meeting Resolution No. R-24-18	APPROVAL 
<p>Account Number: 01-60-771100</p> <p>Resolution No. R-24-18 would approve the following Change Order:</p> <p>Change Order No. 1 to the 2017 Flow Meter Replacement Project Contract.</p> <ol style="list-style-type: none">1. During the replacement of the new flow meters the Contractor came across three (3) different unknown conditions that created extra labor and parts to be purchased that were not part of the contract. To resolve these conditions in a timely manner, Staff authorized the Contractor to purchase the necessary parts and resolve the issues. The additional labor and parts totals \$2,896.39.2. This Change Order would also grant Final Acceptance of the Work and Allow the General Manager to make Final Payment, including the release of all monies held in Retainage, conditioned upon receipt of all contractually required documentation. <p>Approval of this Change Order would increase the net Contract Price by \$2,896.39 making the Final Contract Price \$394,896.39.</p> <p>Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p>	
MOTION: To approve Resolution No. R-24-18.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
JULY 26, 2018, DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, 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 the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION TWO: 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

Resolution No. R-24-18

1. Change Order No. 1 to the 2017 Flow Meter Replacement Project Contract for a \$2,896.39 net increase in the Contract Price due to the extra labor and parts to resolve certain unknown conditions and to Grant Final Acceptance of the Work.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: 2017 Flow Meter Replacement Project

CHANGE ORDER NO. 1

LOCATION: DuPage County, Illinois

CONTRACTOR: Mecon Industries, Inc.

DATE: November 17, 2017

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Adjusting final contract price and grant Final Acceptance.

B. REASON FOR CHANGE:

1. Extra labor and parts to resolve curtain unknown conditions.

C. REVISION IN CONTRACT PRICE:

1. Net Increase of \$2,896.39 as detailed below.

Description	Total
Labor and Parts to install new threaded restraining rods at MS7B/8F, could not use existing painted threaded rods.	\$2,248.95
Labor and Parts to install new 12" uniflange at wall on Train 2, pipe and uniflange shifted over time and leaked when meter removed for replacement.	\$3,100.34
Labor and Parts to install wedge gasket to align pipe on Train 1, piping was miss aligned by 3/4" after removing meter for replacement.	\$1,374.76
Total Additional Labor and Materials	\$6724.05
Commission Labor to escort Contractor back to most meter stations to install nut not installed on new flange adapters when installing new meters.	\$3,812.62
Commission provide additional parts to Contractor	\$15.04
Total Commission Labor and Provided Parts	\$3,827.66
Net Increase to Contract	\$2,896.39

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, maintains the Contract Completion Date of August 31, 2018.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>392,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders	\$ <u>0.00</u>
3.	Contract Price, not including this Change Order	\$ <u>392,000.00</u>
4.	Addition to Contract Price due to this Change Order	\$ <u>2,896.39</u>
	<u>00</u>	
5.	Contract Price including this Change Order	\$ <u>394,896.39</u>

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Mecon Industries, Inc.

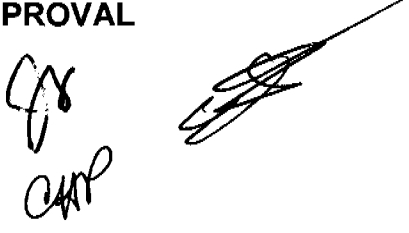
By: _____ (_____)
 Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
 Signature of Authorized Representative Date


DATE: June 15, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	Pipeline
ITEM	To Authorize Approval of Requisition No. 53105 to Morrow Brothers Ford for The Purchase of One Ford F-150 XL Super Cab Pickup Truck in The Amount of \$27,960.00		APPROVAL 
Account No. 01-60-649100 (\$27,960.00)			
<p>In April of this year, one of the Commission's Pipeline Department vehicles, a 2011 Ford F-250, was involved in a motor vehicle accident. Because of the damage suffered in the accident, the Commission's automobile insurance carrier determined that the truck was a total loss and subsequently reimbursed the Commission in the amount of \$18,780.64 to cover the truck's salvage value.</p>			
<p>The Pipeline Department did not budget for a new vehicle in FY2018/2019, however, the loss of the truck necessitates the purchase a replacement vehicle.</p>			
<p>Staff found a model year 2018 Ford F-150 Super Cab 4x4 with a 6.5 feet bed listed on two separate joint purchasing cooperative contracts. The price listed for the identical truck under each one of these contracts is listed below.</p>			
State of Illinois Joint Purchasing Contract		\$27,960.00	
Suburban Purchasing Cooperative		\$28,733.00	
<p>Through the Illinois Department of Central Management Services – Joint Purchasing Program, Morrow Brothers Ford can provide a 2018 Ford F-150 XL Super Cab Pickup Truck to the Commission in the amount of \$27,960.00. Applying the salvage value of the totaled truck to the purchase price of the vehicle leaves a difference of \$9,179.36 which will be charged against the Commission's FY2018/2019 self-insurance account.</p>			
<p>Approval of Requisition Number 53105 would authorize the purchase of 1 (one) Ford F-150 to Morrow Brothers Ford in the amount of \$27,960.00.</p>			
<p>MOTION: To authorize approval of requisition No. 53105 in the amount of \$27,960.00 to Morrow Brothers Ford.</p>			

DATE: July 19, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering and Construction	ORIGINATING DEPARTMENT Facilities Construction/Safety Coordinator
ITEM Authorization for the General Manager to Purchase Industrial Electric Training Services through National Technology Transfer, Inc. at the July 26, 2018, DuPage Water Commission Meeting	APPROVAL 

Account Number: 01-60-662700 (\$22,988.00)

Maintenance of electrical protective devices, particularly circuit breakers and relays, performed by Qualified Persons, is vital to electrical systems and equipment reliability, and also to the safety of employees working on, near, or with these systems and equipment. OSHA 29 CFR 1910.399 definition of a Qualified Person is: "One who has received training in and has demonstrated skills and knowledge in the construction and operation of electric equipment and installations and the hazards involved." Also, according to OSHA, "Qualified Persons" are intended to be only those who are well acquainted with and thoroughly conversant in the electric equipment and electrical hazards involved with the work being performed. OSHA and the National Fire Protection Agency (NFPA), authors of the National Electric Code, are consistent in their requirements for training and qualifying employees to perform work on electrical equipment and systems.

Basic NFPA safety training has been provided to Commission maintenance staff upon hiring and followed up with periodic refresher training. Commission staff is in need of specific equipment-based training to be if full compliance with recent changes to OSHA regulations regarding power generation, transmission, and distribution installations in industrial facilities such as the DuPage Pumping Station (See 29CFR1910.269).

To that end, Commission staff has been seeking professional industrial training services capable of fulfilling this need. Staff interviewed four such firms over that past year and subsequently ruled out two firms as their training format included only pre-packaged lectures. The two remaining firms, AVO Training Institute and NTT Training, perform both classroom and laboratory type training using their company owned equipment and actual Commission owned equipment.

Commission staff prepared a list of Commission owned electrical equipment at the DuPage Pumping Station which maintenance tasks are to be performed. Based on that list, Staff prepared an outline of training needs and provided the outline to both AVO and NTT, requesting sealed proposals from both based on the same outline.

Both of the sealed proposals were received and opened simultaneously and subsequently reviewed.

The proposal of AVO included two sessions of five eight-hour days (approximately ½ of Commission employees trained per session) at a cost of \$22,376.00 per session plus estimated travel expenses of \$2,960.00, for a total of \$47,712.00.

The Proposal of NTT included two sessions of three eight-hour days (approximately ½ of Commission employees trained per session) at a cost of \$11,494.00 per session with no travel expenses for a total of \$22,988.00.

This item is included in the FY-18/19 Management Budget.

MOTION: To authorize for the General Manager to purchase Industrial Electric Training Services through NTT Training, Inc. at a cost of \$22,988.00



DRAFT

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6675 S. Kenton Street, Suite 100|Centennial, CO 80111|800.922.2820|Fax 800.338.8441|nttinc.com

Request #: EQ6548474	Proposal	NTT Sales Manager: Giacomino, Michael
Date: June 07, 2018		Phone: (303) 957-4358 Fax: email: MGiacomino@nttinc.com

Client Information

DuPage Water Commission Mike Weed

Event Information

Event: 2018 NFPA 70E® with Practical Demonstration (Breaker)	
Start Date: TBD	Start Time:
End Date:	End Time:

NTT works on a first to confirm basis. Seminar dates can only be confirmed upon receipt of this signed proposal or with a copy of your company purchase order.

Event Name: 2018 NFPA 70E® with Practical Demonstration (Breaker)

Description	Qty	Rate	UOM	Extended
3-Days On-site Training	1	\$11,350.00	Course	\$11,350.00
Per Student/Materials Fee	1	\$144.00	Each	\$144.00
			Total Amount:	\$11,494.00

Some orders may be subject to state and/or local sales/use tax. NTT reserves the right to correct tax rates and/or collect the sales/use tax required by law. If your organization is Sales Tax Exempt, please provide a copy of your "Certificate of Exemption Status" at the time of the order.

Project Outcome

Goals:

Notes and Details: This proposal is for 3 days on-site hands-on 2018 NFPA 70E® with Practical Demonstration (Breaker) / DuPage Water Commission. Client is requesting that the instructor and students use their (DuPage Water Commission) equipment. The proposal includes one set of student materials (I will adjust once we get a final headcount) Student materials include 2018 NFPA 70E Standard, NTT's Electrical Safety Guidebook, 2018 Laminated Job Aid, NTT Pen, NTT Completion Certificate. AND Electrical Safety Practical Skills Supplement, NTT Pen, Arc Flash Safety Card, NTT Completion Certificate.

Important Terms:

To help control your costs, please see the terms and conditions attached to this proposal.

Note: Certificates of Completion will be sent after payment in full has been received.

On behalf of everyone at NTT, thank you for the opportunity to be of service. If the details of this proposal meet with your approval, please sign below and fax this form to my attention at the fax number listed above. Upon receipt of this signed document, we will begin making necessary arrangements for the delivery of this training at your location. In order to finalize your training event, we will need a Purchase Order (PO) or Contract forwarded no later than 21 days prior to the Start Date. If your company does not create PO's or contracts, this signed agreement will be binding to our terms of payment.

AUTHORIZED SIGNATURE _____	TITLE _____
PRINT NAME _____	DATE _____

Authorized Signature Indicates Acceptance of Offer and Attached Terms on Page Two (please sign and return)

Unless otherwise specifically agreed to in writing and signed by an authorized representative of NTT, all orders are subject to these Terms. Any different or additional Terms and Conditions proposed by Client are hereby rejected by NTT and shall not be incorporated into the agreement.

****Note: Hands-on Labs or exercises [REDACTED] provided equipment however as many exercises/labs as possible shall use DWC installed facilities**

Electrical Safety and Safety Programs

Review requirements within 70E and OSHA. Review NFPA 70E to identify electrical safety program requirements.

Understanding Electrical Hazards

Presentation/Discussion/Lab about the specifics of shock, arc flash, and arc blast. Use DWC one-line diagram to understand shock potentials and incident energy levels in the facility distribution system. Cover technologies and code requirements used to mitigate shock and arc flash hazards (theoretical or actual installed).

Electrical Safe Work Practices and Procedures

Instruct trainees to develop a Job Safety Analysis (JSA) for a typical electrical task. Show/Use the JSA in the hands-on activities to demonstrate the value of JSA's.

Inspecting, Putting On/Taking Off, and Maintaining Lower-Voltage Electrical PPE

In addition to discussing characteristics and maintenance of various types of PPE, trainees inspect PPE, either supplied but probably better to inspect their own.

Normal Operation of Equipment

NFPA 70E requires electrical equipment to meet five requirements prior to Normal Operation. Trainees should:

1. Perform a visual inspection of the supplied electrical equipment for installation and maintenance issues.
2. Use the table in the NFPA 70E Standard to determine the need for PPE.
3. Use an NTT supplied infrared camera and/or ultrasonic detector to inspect electrical equipment prior to operation.
4. Setup and use an NTT supplied remote indicating multimeter to reduce their exposure to certain hazards.
5. Review proper body positioning and techniques for typical switching operations.

Establishing an Electrically Safe Work Condition

Present OSHA and 70E requirements, then trainees perform an electrical Lockout/Tagout on electrical equipment in the classroom on NTT supplied gear. Use information from the JSA developed previously, and PPE selection based on previous exercises, use 3-point method to verify a circuit electrically safe.

Training Requirements for Employees Working on High Voltage Systems and Equipment

Cover specific training requirements for over 1000 volts

Cover Qualified person vs. licensed person vs. experience

Discuss retraining of employees to ensure compliance with standards and regulations

Cover the supervisor's duties in the overall training requirements

OSHA 1910.269 and 1910.331-335

Cover when OSHA considers a facility a utility under 1910.269 and the application of NFPA 70E to high voltage systems

Electrical Hazards in Switchgear Rooms

Cover the required guarding and labeling of high voltage enclosures and rooms, including the hazards of opening enclosures to check components

Boundaries for High Voltage

Cover shock and flash boundaries for over 600 volts

Cover evaluations of posted arc flash labels

Cover how to determine boundaries if no label is applied

Safe Electrical Work Practices for High Voltage Systems and Equipment

Cover the application of 1910.331-335 to over 600 volts

Comparing job plans to job briefings to ensure safety

Utilizing energized electrical permits

Safe Switching Procedures and Documentation of Electrical Equipment

Cover Switching Procedure vs. LOTO Procedures

Cover when is personnel protective grounding mandated

Cover Safe procedures for re-energizing equipment

Cover removing and re-installing (racking in and out) of draw out type circuit breakers

Using visual indicators to ensure position of breaker in cubicle

Applying the Two-Person Rule

Cover when OSHA mandates having a safety watch/work person

Present advantages of always having someone to stand by

Proper PPE for Switching and Clearance Duties

Cover ATPV switching jackets and hoods rated 40 cal/cm² and higher; Cover requirements when sharing PPE; Cover inspection of PPE, and cleaning of shared PPE to avoid occupational diseases.

Selecting and Using Test Equipment to Ensure Absence of Voltage

Cover Use and care of proximity testers

Cover the three-point test method

How to inspect and Test Protective Equipment

Cover visual inspection of PPE and test equipment

Cover field testing test equipment to ensure proper function

Documentation of the test results

Cover mandated testing intervals and recertification of PPE and test equipment

Proper Sizing, Inspecting and Installing of Grounding Clusters (Please note DWC does not have grounding clusters needs insight to the use and benefits)

Review the various styles of grounding heads

Review personnel grounding conductor sizing for fault current

Instruct how to install grounding clusters

Instruct on testing and maintenance requirements for personnel grounding sets

Care and Proper Body Positioning When Handling Live Line Tools and Hot Sticks

Cover the proper use of hot sticks

Cover the proper cleaning and storing of test equipment and PPE

Cover body positioning when using instruments

Cover reviewing/updating the job plan and procedures for maximum safety