



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, MARCH 19, 2015
6:20 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

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

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

RECOMMENDED MOTION: To approve the Minutes of the February 19, 2015 Rescheduled Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-5-15** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (**McWilliams Electric Co. Inc. – estimated at \$11,020.00**).
- V. **R-6-15** A Resolution Suspending Purchasing Procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment (**Patten Power Systems at a cost not-to-exceed \$100,000.00**).
- VI. **R-7-15** A Resolution Suspending Purchasing Procedures and authorize the General Manager to procure services for emergency leak detection (**Pure Technologies US, Inc. at a cost not-to-exceed \$52,000.00**).
- VII. **R-8-15** A Resolution Authorizing the Termination of an Agreement with Tank Industry Consultants, Inc. and the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services (**Dixon Engineering, Inc. estimated cost of \$110,440.00**).
- VIII. **RFBA** Authorization for Replacement of HVAC Rooftop Unit (**Hill Mechanical Services at a cost of \$28,981.00**)

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.

IX. Old Business

X. Other

XI. Adjournment

Agendas\Engineering\2015\Eng1503.docx

**MINUTES OF A MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 19, 2015
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

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

Committee members absent: F. Saverino

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

After Commissioner Furstenau noted an error in his title in the last paragraph of the minutes Commissioner Furstenau moved to approve the revised Minutes of the January 15, 2014 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck and passed as follows:

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

Nays: None

Absent: F. Saverino

In order to get to the action items on the agenda in the shortened time constraints of the Committee meeting, Facilities Construction Supervisor Bostick provided a brief oral report on highlights the Status of Operations report. No comments or questions were made regarding the report.

Regarding R-2-15, Facility Construction Supervisor Bostick advised the Committee the proposed work is in continuation of a previous project to repair and modify electrical service panels in several metering stations to bring the facilities up to current electrical codes. Commissioner Furstenau inquired as to the differential in proposals by the QRE contractors, which Operations Manager McGhee replied that the low bidder also had previously performed the same work tasks at the other metering stations and most likely was in a better position to know the actual costs involved.

Commissioner Furstenau moved to recommend approval of R-2-15. Seconded by Commissioner Scheck and passed unanimously as follows:

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

Nays: None

Absent: F. Saverino

Engineering Committee Minutes 02/19/2015

Regarding R-3-15, Chairman Loftus remarked that the resolution and Request For Board Action was delivered to the Committee today and a copy is found before each Member. Regarding the bid process Facility Construction Supervisor Bostick recapped the information contained in the RFBA; specifically the reasoning behind the designation of the two lowest bids as non-responsive and the difference between the Engineer's estimate and the actual bids received. Facility Construction Supervisor Bostick advised the Committee that upon investigation by Staff, there were several reasons as to the differential between the estimate and the range of bids received; a primary reason may be the changes in the specified coating systems; the estimate contained a more common paint system where the specifications were modified to add a more durable system which fights mold common to our tank sites. Although the specified system is more costly, it is anticipated the coatings will last an additional five years or more; another primary reason is having two tanks painted within the same contract period and thereby possibly increasing the labor costs by adding manpower and equipment for longer periods of the day to complete the contract on time. Additionally, costs associated with Fall Protection and provisions for a tank water temperature monitoring system were not part of the original Engineer's estimate.

Facility Construction Supervisor Bostick further advised, two identical volume standpipes were recently bid for the City of Evanston using the identical coating system. The average bid received for the Evanston project was \$3,206,000.00 which is in line with the bids received for the subject Commission standpipes in the SS-6/15 Contract under consideration here. Chairman Loftus opened up the floor for questions or comments. Commissioner Furstenau indicated that all of his questions had previously been answered by General Manager Spatz prior to the Committee meeting. Commissioner Scheck stated that he had done some investigation on his own into the qualifications of the bidder's and remarked that the third lowest bidder appeared to be the most qualified of the three and the recommendation to award to Era-Valdivia was the correct recommendation.

Commission Chairman Zay relayed his concerns regarding the engineering estimate for this project. He also discussed his concerns with the General Manager.

Chairman Loftus thanked all for their comments, thanked Staff for putting together the RFBA with the details and added that perhaps the bid documents could be improved in the future.

Commissioner Furstenau moved to recommend approval of R-3-15. Seconded by Commissioner Scheck and passed unanimously as follows:

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

Nays: None

Absent: F. Saverino

Engineering Committee Minutes 02/19/2015

Regarding the RFBA for the Change Order to QRE-6/12 Work Authorization Order WAO-6.016, Facility Construction Supervisor Bostick advised the time extension is being requested for this non-emergency work due to frost conditions on the reservoir roof. Facility Construction Supervisor Bostick further explained that the electrical work is necessary preparation for the reservoir hatch and vent replacements currently out for bids which bidding had been delayed. Chairman Loftus inquired as to the root cause of the delays to which Facility Construction Supervisor Bostick advised there had been coordinating issues between the Engineer, Staff and the IEPA regarding curb height and the guiding regulations.

Commissioner Furstenau moved to recommend approval of the RFBA Change Order for QRE-6/12 WAO-6.016. Seconded by Commissioner Scheck and passed unanimously as follows:

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

Nays: None

Absent: F. Saverino

Facility Construction Supervisor Bostick informed the Committee that the General Manager may be coming forth next month to suggest providing the General Manager some leeway in the purchasing policy specific to labor and materials for the emergency generation system. Chairman Loftus inquired as to if the Administration Committee has reviewed the request. Facility Construction Supervisor Bostick advised that he had no additional knowledge or information to share other than the notice provided.

Committee Chairman Loftus inquired with the Committee if any other business or items are to be discussed. Hearing none, Commission Chairman Furstenau moved to adjourn the meeting at 6:30 P.M. Motion seconded by Commission Chairman Zay and passed unanimously as follows:

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

Nays: None

Absent: F. Saverino



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee
Manager of Water Operations

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

DATE: March 12, 2015

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of February were a total of 1.892 billion gallons. This represents an average day demand of 67.6 million gallons per day (MGD), which is lower than the February 2014 average day demand of 74.1 MGD. The maximum day demand was 74.4 MGD on February 28, 2015, which is lower than the February 2014 maximum day demand of 77.9 MGD. The minimum day flow was 63.0 MGD.

The Commission's recorded total precipitation for the month of February was 1.45 inches compared to 2.48 inches for February 2014. The level of Lake Michigan for February 2015 is 579.06 (Feet IGLD 1985) compared to 577.27 (Feet IGLD 1985) for February of 2014.

Water Conservation

The week of February 23rd, two Downers Grove High School classes as well as SCARCE with DuPage Teachers visited the Pumping Station for a presentation and tour. There was also a tour on March 11 for thirty Glenbard High School students. Memos regarding these tours can be found on preservingeverydrop.org.

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

Staff is working with BridgePoint Technologies to consolidate preservingeverydrop.org pages onto dpwc.org as well as possibly update the water calculator located on preservingeverydrop.org. This will reduce costs as well as bring more traffic to the water conservation pages on dpwc.org. Staff will retain the domain preservingeverydrop.org and it will route to water conservation pages on dpwc.org.

Condition Assessment

AECOM has provided to date all first draft reports of all facilities with the exclusion of the Elmhurst reservoirs which will be performed at a later date. The Condition Assessment project is expected to be completed in March 2015.

Contract QRE-6/12

Work Authorization Order QRE-6.018, to install conduit and cabling from the Water Contamination Detection system to the DuPage Pumping Station SCADA system and Upgrade three (3) lighting panels from 120/208 volt, 3 phase to 120/240 volt single phase at the DuPage Pumping Station appears on the agenda as R-5-15.

Operations Maintenance

A Resolution Suspending Purchasing Procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems appears on the Administration agenda as R-6-15.

Facilities Construction Overview

DuPage County Service Areas

York Township: No Change: The Contractor's work is winding down and they have requested substantial completion status from DuPage County. The County's engineer is reviewing the substantial completion and change order requests with the County and seeking input from DWC Staff.

New: The County has discontinued service from the Village of Oak Brook interim service connection and is now taking all water through the permanent York Township connection facilities.

Storage System Improvements

The Contract for the Rehabilitation of Coating Systems and Fall Protection Systems for Tank Sites No. 2 and No. 4 West (Contract SS-6/15) was awarded last month and preconstruction meetings have been held.

R-8-15 appears on the agenda recommending a change in the resident inspection service provider.

Ongoing: Strand Associates continues working on feasibility studies regarding the potential for adding ancillary pumping systems at the standpipe sites. This is the continuation of efforts to maximize water quality in the Commission's water storage and transmission system. The study report is expected in March.

The Contract for Reservoir and Meter Station 19B Concrete and Miscellaneous Metals Rehabilitation is out for bids as of February 12th. This work includes replacement of access hatches and improvements to air-release/vacuum vent system. Also included in the project are stairway replacements on the reservoir and also Metering Station 19B. Bid Opening is March 25th at 1:00 P.M. To date there are 10 plan holders.

Instrumentation / Remote Facilities Overview

Remote Facilities Maintenance

Routine facility inspections, maintenance and calibrations are ongoing.

Contract QRE-6/12

Work Authorization Order QRE-6.016, to relocate the weather station on the DuPage Pumping Station is scheduled to be completed by March 31, 2015.

Work Authorization Order QRE-6.017, to upgrade the electrical system at 38 meter stations has begun and is approximately 35% completed.

Meter Shop

The annual customer meter calibration program is ongoing and is approximately 75% complete. All testing to date have found all customer meters registering within contractual limits.

Infor EAM

Staff is testing the Infor EAM Mobile application on an iPad. An important enhancement in version 11 is the addition of inspection checklists that allow technicians to answer Yes/No questions and automatically generate corrective work orders when unsatisfactory conditions are found. The checklists also accept numeric values such as meter or odometer readings that can be used to trigger maintenance actions. Staff is adapting existing inspections from the previous Blue Dot system and is planning to add new checklists for use by field crews in the future.

A Wi-Fi evaluation for the pumping facility is scheduled to be completed soon. Currently, the only Wi-Fi available for the Infor Mobile app is in the vicinity of the Board room. Staff is evaluating what it would take to have Wi-Fi coverage to be used throughout the facility in order to avoid cellular data charges.

Pipeline Maintenance and Construction Overview

Contract QR-10/13

Work authorized under Resolution R-19-14 for pavement repairs and frame and lid adjustments at 46 manhole structures has been suspended until weather conditions permit. To date, 60% of the locations (28 sites) have been completed.

Pipeline Maintenance

A water main leak exists on the Southwest Transmission Main at the northeast corner of Butterfield Road and Fairfield Avenue in the City of Lombard. Related to this issue and appearing on the Commission agenda is R-7-15 being A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase labor services for emergency leak detection from Pure Technologies US Inc. at a cost not-to-exceed \$52,000.00.

MARCH 2015 COMMISSION AGENDA ITEMS:

R-5-15: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-6/12 (**McWilliams Electric Co. Inc. – estimated at \$11,020.00**).

R-6-15: A Resolution Suspending Purchasing Procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment (**Patten Power Systems at a cost not-to-exceed \$100,000.00**).

R-7-15: A Resolution Suspending Purchasing Procedures and authorize the General Manager to procure services for emergency leak detection (**Pure Technologies US, Inc. at a cost not-to-exceed \$52,000.00**).

R-8-15: A Resolution Authorizing the Termination of an Agreement with Tank Industry Consultants, Inc. and the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services (**Dixon Engineering, Inc. estimated cost of \$114,195.00**).

RFBA: Authorization for Replacement of HVAC Rooftop Unit (**Hill Mechanical Services at a cost of \$28,981.00**).

Attachments

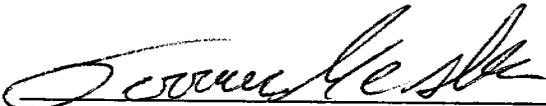
1. DuPage Laboratory Bench Sheets for February, 2015
2. Water Sales Analysis 01-February-09 to 28-February-2015
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR FEBRUARY 2015

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	LEXINGTON SUPPLY		DUPAGE DISCHARGE		TEMP °F	pH	Fluoride	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT	
	FREE CL ₂ mg/l	TURBIDITY NTU	FREE CL ₂ mg/l	TURBIDITY NTU							
1	0.97	0.09	0.55	0.94	0.08	36	7.4	1.1	0.54	0	KD
2	0.96	0.08	0.56	0.90	0.09	36	7.5	1.0	0.55	0	KD
3	0.95	0.08	0.55	0.93	0.08	36	7.5	1.0	0.55	0	KD
4	0.95	0.08	0.55	0.94	0.09	35	7.5	1.0	0.54	0	KD
5	0.96	0.08	0.52	0.95	0.09	35	7.5	1.1	0.56	0	KD
6	0.96	0.08	0.54	0.96	0.09	35	7.5	1.1	0.56	0	KD
7	0.97	0.08	0.55	0.95	0.08	35	7.4	1.1	0.55	0	AM
8	0.98	0.08	0.54	0.96	0.09	35	7.4	1.1	0.52	0	AM
9	0.98	0.08	0.54	0.96	0.09	35	7.4	1.1	0.54	0	KD
10	0.95	0.09	0.55	0.95	0.08	35	7.4	1.1	0.54	0	KD
11	1.00	0.09	0.55	0.97	0.08	35	7.4	1.1	0.54	0	AM
12	0.97	0.08	0.54	0.97	0.08	35	7.4	1.1	0.56	0	AM
13	1.00	0.09	0.51	0.98	0.08	35	7.4	1.1	0.53	0	AM
14	0.98	0.08	0.50	0.98	0.08	35	7.4	1.1	0.51	0	KD
15	0.96	0.08	0.53	0.98	0.08	36	7.4	1.1	0.56	0	KD
16	0.95	0.08	0.55	0.98	0.09	36	7.4	1.1	0.50	0	AM
17	0.99	0.09	0.55	0.97	0.08	35	7.4	1.0	0.52	0	AM
18	0.96	0.08	0.56	0.97	0.08	35	7.4	1.1	0.54	0	KD
19	0.99	0.08	0.55	0.97	0.08	35	7.4	1.1	0.52	0	KD
20	0.97	0.08	0.54	0.97	0.09	35	7.4	1.0	0.55	0	KD
21	0.96	0.08	0.54	0.95	0.09	37	7.4	1.0	0.56	0	CT
22	0.98	0.09	0.56	0.95	0.09	36	7.4	1.0	0.52	0	CT
23	0.97	0.09	0.53	0.96	0.07	35	7.5	1.1	0.55	0	RC
24	1.00	0.09	0.52	0.98	0.08	35	7.6	1.1	0.54	0	RC
25	1.00	0.09	0.55	0.98	0.07	36	7.6	1.1	0.53	0	CT
26	0.97	0.08	0.52	0.98	0.09	36	7.6	1.1	0.56	0	CT
27	1.00	0.09	0.54	0.97	0.09	35	7.6	0.9	0.54	0	CT
28	0.95	0.08	0.53	0.98	0.07	35	7.5	1.1	0.51	0	RC
29										0	
30										0	
31										0	
AVG	0.97	0.08	0.54	0.96	0.08	35	7.5	1.1	0.54	0	
MAX	1.00	0.09	0.56	0.98	0.09	37	7.6	1.1	0.56	0	
MIN	0.95	0.08	0.50	0.90	0.07	35	7.4	0.9	0.50	0	


Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 28-Feb-15
PER DAY AVERAGE 80,351,941

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-11	2,342,971,000	2,384,648,379	98.25%	\$4,779,660.84	\$4,781,220.00	603,990	0.03%	98.28%	\$2.04	\$2.005
Jun-11	2,467,779,000	2,526,763,092	97.67%	\$5,034,118.96	\$5,066,160.00	700,540	0.03%	97.69%	\$2.04	\$2.005
Jul-11	3,211,413,000	3,276,142,145	98.02%	\$6,551,276.72	\$6,568,665.00	1,090,800	0.03%	98.06%	\$2.04	\$2.005
Aug-11	2,733,016,000	2,779,503,741	98.33%	\$5,575,352.64	\$5,572,905.00	792,559	0.03%	98.36%	\$2.04	\$2.005
Sep-11	2,486,823,000	2,533,174,564	98.17%	\$5,073,028.92	\$5,079,015.00	1,078,701	0.04%	98.21%	\$2.04	\$2.005
Oct-11	2,206,656,398	2,249,745,638	98.08%	\$4,501,579.05	\$4,510,740.00	681,023	0.03%	98.11%	\$2.04	\$2.005
Nov-11	1,986,038,000	2,012,618,454	98.68%	\$4,051,517.52	\$4,035,300.00	850,000	0.04%	98.72%	\$2.04	\$2.005
Dec-11	2,046,708,000	2,072,416,459	98.76%	\$4,175,284.32	\$4,155,195.00	974,459	0.05%	98.81%	\$2.04	\$2.005
Jan-12	2,073,584,000	2,111,472,876	98.21%	\$5,660,884.32	\$5,293,462.50	978,662	0.05%	98.25%	\$2.73	\$2.507
Feb-12	1,926,054,000	1,974,613,582	97.54%	\$5,258,127.42	\$4,950,356.25	923,283	0.05%	97.59%	\$2.73	\$2.507
Mar-12	2,006,949,000	2,047,616,673	98.01%	\$5,478,970.77	\$5,133,375.00	1,394,581	0.07%	98.08%	\$2.73	\$2.507
Apr-12	2,020,132,000	2,067,114,579	97.73%	\$5,514,960.36	\$5,182,256.00	1,425,448	0.07%	97.80%	\$2.73	\$2.507
May-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,835,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,669.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,116,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.56%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
Nov-13	1,996,890,000	2,051,521,527	97.34%	\$6,629,674.80	\$5,912,485.04	4,979,520	0.24%	97.58%	\$3.32	\$2.882
Dec-13	2,122,238,000	2,175,046,412	97.57%	\$7,045,830.16	\$6,268,483.76	749,215	0.03%	97.61%	\$3.32	\$2.882
Jan-14	2,223,778,000	2,287,994,451	97.19%	\$8,828,398.66	\$7,586,989.60	836,445	0.04%	97.23%	\$3.97	\$3.316
Feb-14	2,068,669,000	2,118,238,601	97.66%	\$8,212,615.93	\$7,024,079.20	2,069,443	0.10%	97.76%	\$3.97	\$3.316
Mar-14	2,170,575,000	2,234,019,300	97.16%	\$8,617,182.75	\$7,408,008.00	1,202,320	0.05%	97.21%	\$3.97	\$3.316
Apr-14	2,024,459,000	2,086,348,613	97.03%	\$8,037,102.23	\$6,918,332.00	5,230,699	0.25%	97.28%	\$3.97	\$3.316
May-14	2,278,578,000	2,351,587,455	96.90%	\$9,045,954.66	\$7,797,864.00	496,618	0.02%	96.92%	\$3.97	\$3.316
Jun-14	2,389,528,000	2,472,371,532	96.65%	\$9,486,426.16	\$8,198,384.00	11,296,747	0.46%	97.11%	\$3.97	\$3.316
Jul-14	2,517,890,000	2,597,231,604	96.95%	\$9,996,023.30	\$8,612,420.00	9,644,357	0.37%	97.32%	\$3.97	\$3.316
Aug-14	2,545,942,000	2,624,634,258	97.00%	\$10,107,389.74	\$8,703,287.20	1,259,369	0.05%	97.05%	\$3.97	\$3.316
Sep-14	2,228,595,000	2,290,499,879	97.30%	\$8,847,522.15	\$7,595,297.60	1,529,007	0.07%	97.36%	\$3.97	\$3.316
Oct-14	2,059,231,000	2,118,627,503	97.20%	\$8,175,147.07	\$7,025,368.80	786,729	0.04%	97.23%	\$3.97	\$3.316
Nov-14	1,930,986,000	1,981,464,656	97.45%	\$7,665,935.02	\$6,570,536.80	772,326	0.04%	97.49%	\$3.97	\$3.316
Dec-14	1,988,067,000	2,049,776,840	96.99%	\$7,892,625.99	\$6,797,060.00	675,456	0.03%	97.02%	\$3.97	\$3.316
Jan-15	2,054,769,000	2,114,481,626	97.18%	\$9,616,318.92	\$8,062,518.44	717,028	0.03%	97.21%	\$4.68	\$3.813
Feb-15	1,886,817,000	1,941,072,846	97.20%	\$8,830,303.56	\$7,401,310.76	543,923	0.03%	97.23%	\$4.68	\$3.813
TOTALS (1)	670,054,838,798	688,860,511,186	97.27%	\$1,087,132,008.82	\$1,017,452,652.20	658,636,662	0.10%	97.37%	\$1.62	\$1.477

(1) - SINCE MAY 1, 1992

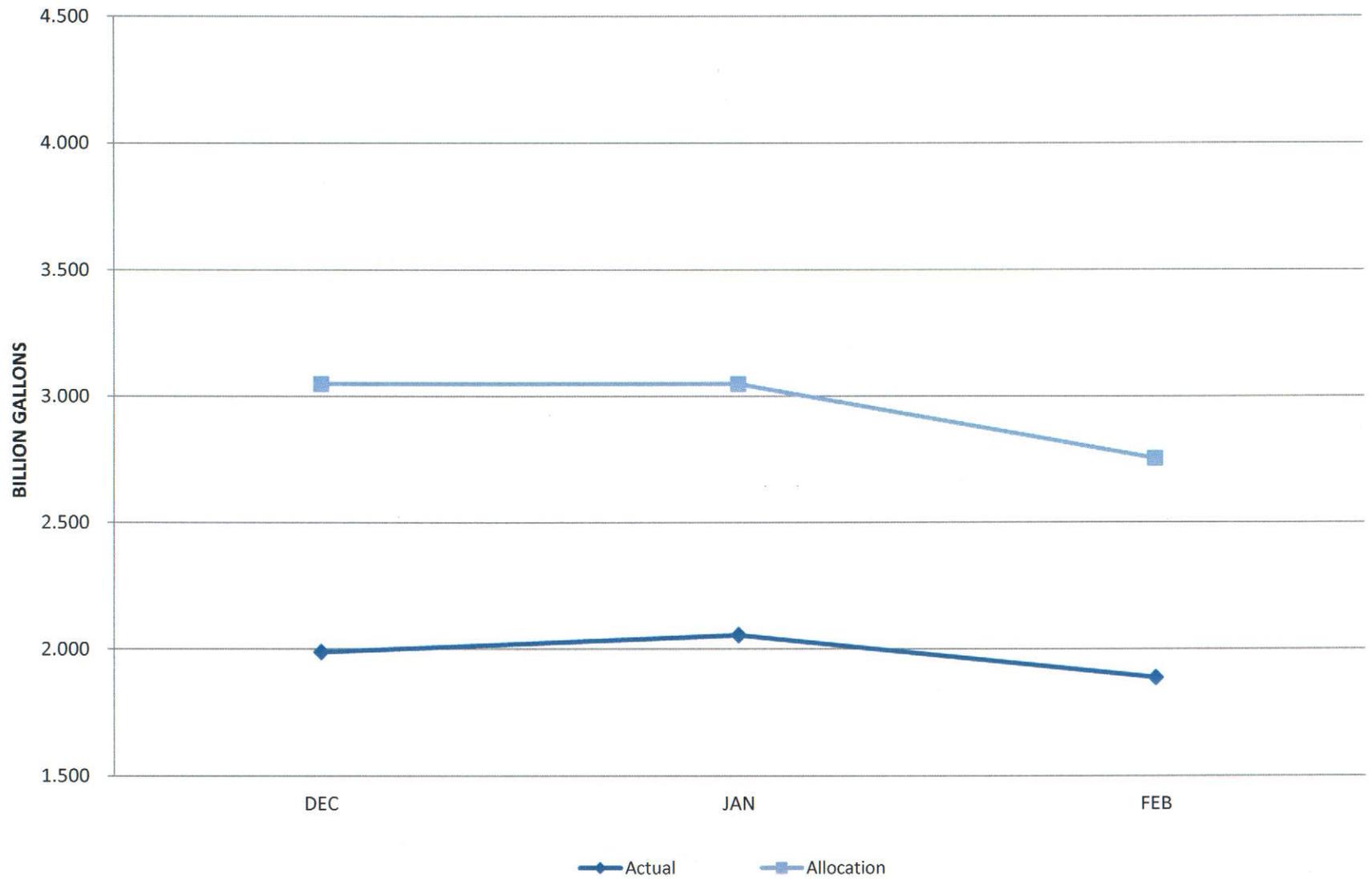
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

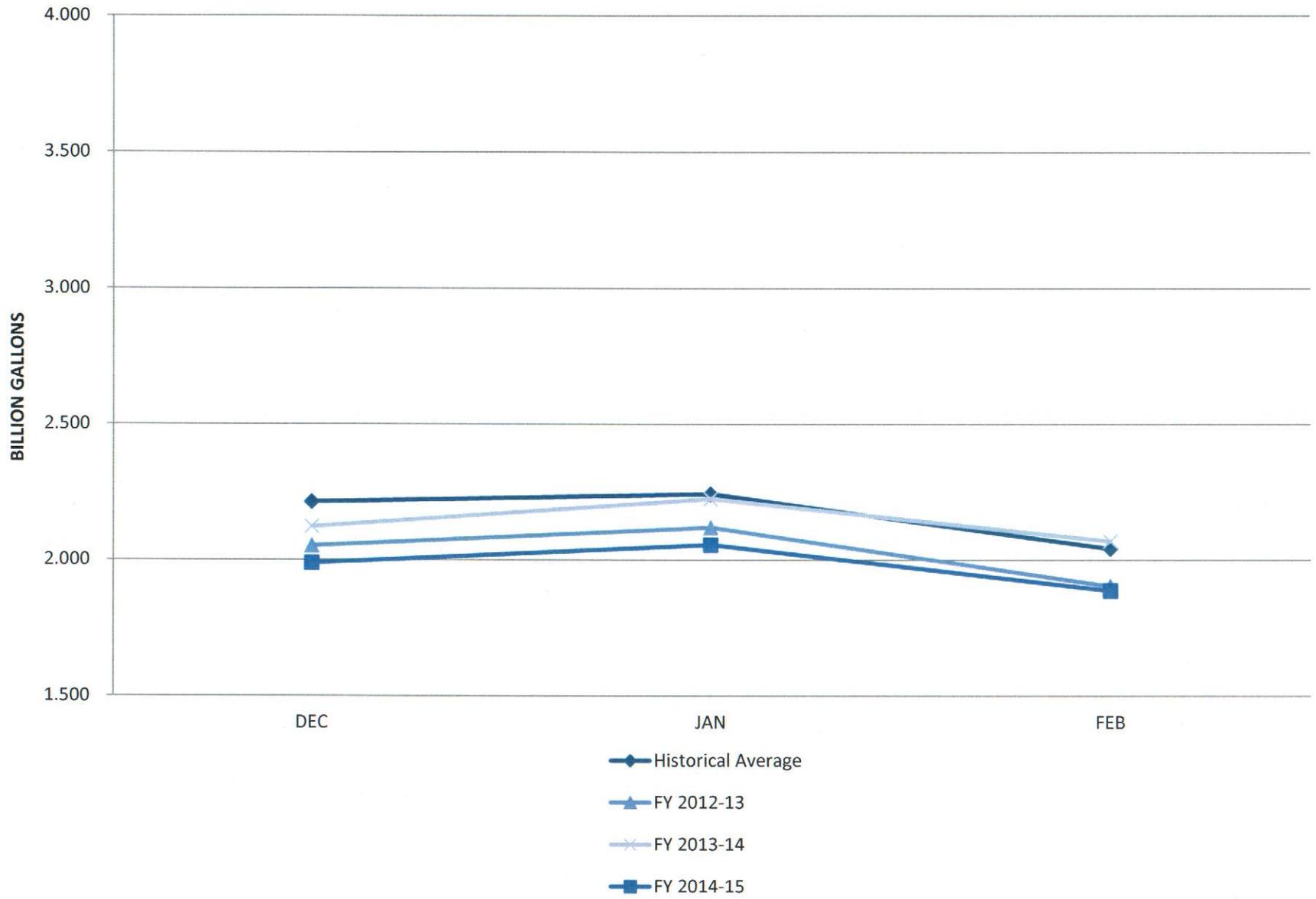
YTD

Feb-14	23,646,013,000	24,289,408,167	97.35%	81,294,854	71,914,379				\$3.44	\$2.961
Feb-15	21,880,383,000	22,541,748,199	97.07%	89,663,647	76,764,048				\$4.10	\$3.405
	(1,765,630,000)	(1,747,659,968)		\$8,368,793	\$4,849,668					
	-7.5%	-7.2%		10.3%	6.7%					
Month										
Feb-14	2,068,669,000	2,118,238,601	97.66%	8,212,616	7,024,079				\$3.97	\$3.316
Feb-15	1,886,817,000	1,941,072,846	97.20%	8,830,304	7,401,311				\$4.68	\$3.813
	(181,852,000)	(177,165,755)		\$ 617,688	\$ 377,232					
	-8.8%	-8.4%		8.8%	4.6%					
Feb>Jan	(167,952,000)	(173,408,780)		(786,015)	(661,208)					

DU PAGE WATER COMMISSION SALES FY 2014-15 VS. ALLOCATION



DU PAGE WATER COMMISSION SALES FY 2014-15, 2013-14 & 2012-13 VS. HISTORICAL AVERAGE



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-6/12 at the March 19, 2015, DuPage Water Commission Meeting Resolution No. R-5-15	APPROVAL 

Account Numbers: 01-60-6560

The Commission entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-5-15 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 018: This Work Authorization is to McWilliams Electric Co. to perform items 1 and 2 below:

- 1) Install conduit and cabling from the Water Contamination Detection system to the DuPage Pumping Station SCADA system.
- 2) Upgrade three (3) lighting panels from 120/208 volt, 3 phase to 120/240 volt single phase at the DuPage Pumping Station.

QRE Contractor	Item 1 Cost	Item 2 Cost	Items 1 & 2 Total Cost
McWilliams	\$6,100.00	\$4,920.00	\$11,020.00
Divane	\$7,100.00	N/A	N/A

The total cost for work no-to-exceed \$11,020.00

MOTION: To adopt Resolution No. R-5-15.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-5-15

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12
AT THE MARCH 19, 2015, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 10, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

WHEREAS, Contract QRE-6/12 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

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

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

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

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

Resolution No. R-5-15

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 _____, 2015

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.018

LOCATION:

DuPage Pumping Station, 600 E. Butterfield Road, Illinois, 60126

CONTRACTOR:

McWilliams Electric Company

DESCRIPTION OF WORK:

- 3) Install conduit and cabling from the Water Contamination Detection system to the DuPage Pumping Station SCADA system.
- 4) Upgrade three (3) lighting panels from 120/208 volt, 3 phase to 120/240 volt single phase at the DuPage Pumping Station.

REASON FOR WORK:

- 1) To integrate event monitoring from the Water Contamination Detection system into the DuPage Pumping Station SCADA system.
- 2) To meet current NEC code standards.

MINIMUM RESPONSE TIME:

One week.

**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 EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

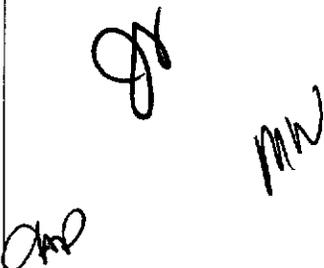
DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	<p>A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment, at a cost not-to-exceed \$100,000.00 from Patten Power Systems.</p> <p>Resolution No. R-6-15</p>	<p>APPROVAL</p> <p style="text-align: center;">  </p>	
<p>Account Number: 01-60-6560 and 01-60-6621</p> <p>Resolution No. R-6-15 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems. Patten Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area.</p> <p>The Commission's emergency generator system, which includes five Caterpillar generators provide emergency power to operate the DuPage Pumping Station's large service pumps during utility power loss events.</p> <p>Patten Power Systems provide factory-trained technicians, customer service and support associated with Caterpillar products. Patten Power Systems provided the following services during and post construction of the Commission's PSD 7 Generator Facility Project: supervised the generator installation, customer/vender equipment start up, staff training, warranty and product enhancement service. Patten Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.</p> <p>Material and labor services would be used on an as needed basis.</p>			
<p>MOTION: To approve Resolution No. R-6-15.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-15

A RESOLUTION
SUSPENDING PURCHASING PROCEDURES
AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIAL AND
LABOR SERVICE FOR THE COMMISSION'S EMERGENCY GENERATOR SYSTEM
INCLUDING ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$100,000.00
FROM PATTEN POWER SYSTEMS.

WHEREAS, the DuPage Water Commission's emergency generator system includes five Caterpillar generators that provide emergency power to operate the Commission's large service pumps during utility power loss events; and

WHEREAS, Patten Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Patten Power Systems provide's factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Patten Power Systems provided the Commission the following services during and post construction of the PSD 7 Generator Facility Project: supervised generator installation, vender/customer equipment start up, staff training, warranty and product enhancement service; and

WHEREAS, Material and labor services would be used on an as needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems;

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is hereby granted the authority to purchase material and labor service for the Commission's emergency generator system including ancillary equipment at a cost not-to-exceed \$100,000.00 from Patten Power Systems on an as needed basis without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2015.

Chairman

ATTEST:

Clerk

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Suspending Purchasing Procedures and authorizing the General Manager to purchase labor and equipment services for emergency leak detection from Pure Technologies U.S. Inc. at a cost not-to-exceed \$52,000.00</p> <p>Resolution No. R-7-15</p>	<p>APPROVAL</p>  	
<p>Account Number: 01-60-6631</p> <p>The Commission operates a 60" diameter prestressed concrete cylinder pipe (PCCP) located along certain portions of Butterfield Road. At the Fairfield Avenue crossing in the City of Lombard, this 60" PCCP is encased within an 84" diameter steel casing pipe. Water is surfacing from an abandon casing grout tube and valve isolation has confirmed that the water rising to the surface is originating from a leak on the Commission's 60" diameter main.</p> <p>Audiophone correlation methods typically used to locate leaks in small diameter water mains are incapable of detecting the location of a leak in a large diameter PCCP water main encased within an 84" steel casing pipe. Pure Technologies U.S. Inc. is one of the only firms nationwide that has the requisite equipment and expertise capable of providing leak detection services on a live 60" PCCP water main. Their equipment is one of the most accurate tools available for detecting leaks of this nature. In addition, because the critical nature of this water main and location of this leak, it is imperative that the Commission address this promptly.</p> <p>The proposal of Pure Technologies US Inc. includes costs related to the pre-inspection site review and flow test, planning document preparation, mobilization of equipment and labor for pipe and leak inspection, and post inspection report.</p> <p>Resolution No. R-7-15 would suspend purchasing procedures and authorize the General Manager to purchase labor and equipment services in an amount not to exceed \$52,000.00 from Pure Technologies US Inc. related to the emergency leak detection of a Commission 60" PCCP water main.</p>			
<p>MOTION: To approve Resolution No. R-7-15</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-7-15

A RESOLUTION
SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL
MANAGER TO PURCHASE LABOR SERVICES FOR EMERGENCY LEAK
DETECTION FROM PURE TECHNOLOGIES U.S. INC.

WHEREAS, the DuPage Water Commission has observed a water leak on a critical 60" diameter Prestressed Concrete Cylinder Pipe (PCCP) water main at a precarious location along Butterfield Road; and

WHEREAS, the DuPage Water Commission received a proposal from Pure Technologies U.S. Inc., dated February 24, 2015, in the amount of \$52,000.00 for leak detection services related to a 60" diameter Prestressed Concrete Cylinder Pipe (PCCP) water main; and

WHEREAS, Pure Technologies U.S. Inc., is one of the only firms nationwide that has the requisite equipment and expertise capable of providing leak detection services on a live 60" PCCP water main; and

WHEREAS, Pure Technologies U.S. Inc., was the only firm able to provide this service to the Commission in an expedited fashion and without modification to existing Commission facilities; and

WHEREAS, Observing normal Commission purchasing procedures in this instance would serve only to delay identification and subsequent repair of the leak, augment the continue loss of revenue, and may contribute to the complete failure of the main; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and accept the proposal of Pure Technologies U.S Inc. in the amount of \$52,000.00 for leak

detection services related to a 60" diameter Prestressed Concrete Cylinder Pipe (PCCP) water main;

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

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

SECTION TWO: The proposal of Pure Technologies U.S. Inc. dated February 24 2015, for leak emergency detection services related to a 60" diameter PCCP main located at Butterfield Road and Fairfield Ave. in the City of Lombard shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission and the purchase order in the amount of \$52, 0000.00 necessary to effect purchase of said services is hereby approved without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2015.

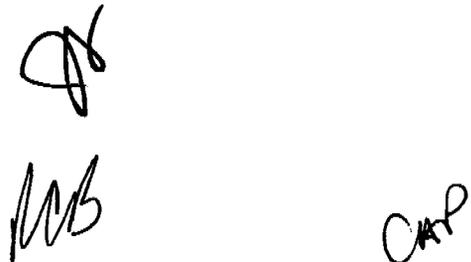
Chairman

ATTEST:

Clerk

DATE: March 12, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Authorizing the Termination of an Agreement with Tank Industry Consultants, Inc. and the Execution of an Agreement between the DuPage Water Commission and Dixon Engineering, Inc., for Professional Engineering Services Resolution No. R-8-15	APPROVAL	
Account Numbers: 01-60-7707.01 - \$114,195.00			
<p>On September 5, 2012, the Commission solicited qualification based proposals from qualified engineering firms specializing in the evaluation and design of steel water storage facilities. This was achieved by direct invitation, advertisement in the Daily Herald, posting the notice on the Commission's website as well as at several plan houses. On September 19, 2012, the Commission received six (6) sealed statements of interest and qualifications including Tank Industry Consultants, Inc. and Dixon Engineering, Inc. Commission staff reviewed the proposals and determined that Tank Industry Consultants, Inc. was qualified to perform the engineering services for the Project and was the most favorable firm taking into account its approach to the Project and previous experience among other things.</p> <p>Resolution No. R-36-12, approved on October 18, 2012, authorized a professional services consulting agreement with Tank Industry Consultants, Inc. for five (5) separate phases and authorized proceeding with Phase I. Resolution No. R-11-14, approved on April 17, 2014, authorized proceeding with Phases II, III and IV with respect to Standpipes No. 2 and 4 West.</p> <p>R-8-15 would terminate the remaining services of the Tank Industry Consultants, Inc. and authorize the General Manager to enter into an agreement with Dixon Engineering, Inc. to perform the necessary Construction Services (Phase IV) and Anniversary Evaluation Services (Phase V) at Standpipes No. 2 and No. 4 West at a cost not-to-exceed \$114,195.00.</p>			
MOTION: To adopt Resolution No. R-8-15.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-8-15

A RESOLUTION AUTHORIZING THE TERMINATION OF AN AGREEMENT WITH TANK
INDUSTRY CONSULTANTS, INC. AND THE EXECUTION OF AN AGREEMENT BETWEEN
THE DUPAGE WATER COMMISSION AND DIXON ENGINEERING, INC. FOR
PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the Commission solicited proposals from qualified engineering firms regarding the evaluation of the condition of the Commission's five steel standpipes, including the paint coating system and any recommended corrective and preventative maintenance and related services (the "Project"); and

WHEREAS, the Commission received sealed statements of interest and qualifications from qualified engineering firms specializing and having experience in the evaluation and design of steel water storage facilities on September 19, 2012; and

WHEREAS, the Commission entered in to an agreement (the "Agreement") with Tank Industry Consultants, Inc. ("TIC") with respect to the Project; and

WHEREAS, the Agreement provides that it may be terminated by the Commission with or without cause upon thirty (30) days' written notice to TIC; and

WHEREAS, the Commission has determined that it is in its best interest to terminate the Agreement; and

WHEREAS, based upon staff's review of the proposals, Dixon Engineering, Inc. was and is the next preferred firm and is qualified to perform the engineering services for the Project taking into account its approach to the Project and previous experience, among other things; and

Resolution R-8-15

WHEREAS, the Commission has negotiated an agreement with Dixon Engineering, Inc. taking into account the estimated value, scope, complexity and professional nature of the services to be provided.

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

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

SECTION TWO: The Agreement with TIC is hereby terminated, such termination to be effective in accordance with its terms. The General Manager of the DuPage Water Commission shall be and hereby is authorized to give written notice of termination pursuant to the terms of said Agreement.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute agreements regarding Phase IV and Phase V for standpipes No. 2 and 4 West with Dixon Engineering, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the agreements between the DuPage Water Commission and Dixon Engineering, Inc., and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

Resolution R-8-15

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

AYES:

NAYS:

ABSENT:

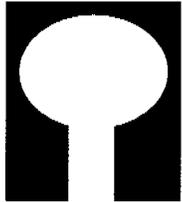
ADOPTED THIS _____ DAY OF _____, 2015.

Chairman

ATTEST:

Clerk

Board\Resolution\R-8-15.doc



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

EXHIBIT 1

9415 West Forest Home
Suite 208
Hales Corners, WI 53130
Telephone: (630) 220-1410

March 5, 2015

Mr. Chris Bostick
600 East Butterfield Road
Elmhurst, IL 60126

Subject: Coating Inspection Services on the 7,500,000 Gallon Steel Standpipe

Dear Mr. Bostick:

Enclosed is the coating inspection proposal for the 7,500,000 gallon steel standpipe.

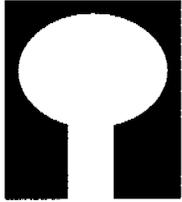
Our proposal is divided into a Cover Page, Schedule A, Schedule B, Schedule C, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A. Schedule C provides fees for additional services, if requested.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to call contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Project Manager

Enclosure



DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

EXHIBIT 1

9415 West Forest Home
 Suite 208
 Hales Corners, WI 53130
 Telephone: (630) 220-1410

Proposal/Contract Agreement
for Steel Reservoir

7,500,000 Gallon Steel Standpipe, (Standpipe # 2-Glendale Heights, Illinois), #13-22-66-07

The Agreement is between Dixon Engineering, Inc. (DIXON) and the DuPage Water Commission, Elmhurst, Illinois (Owner) to contract with DIXON for technical services for the “Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No 2 and No4 West (Contract SS-6/15)” 7,500,000 Gallon Steel Standpipe (Project). This Agreement inclusive together with” Owner’s Request for Proposals for Engineering Services for the Evaluation of Standpipes issued September 5, 2012 (“RFP”), and “In the event of conflict between the RFP and the incorporated Schedules, the incorporated Schedules shall prevail.” Any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of **Fifty Nine Thousand, Two Hundred, Four dollars, and Twenty cents (\$59,204.20)**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and One-Year Warranty Inspection (ROV) per Schedule A

3.01 SIGNATURES

Brad Schotanus, Project Manager	March 5, 2015	
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE	
CONTRACT APPROVED by OWNER	POSITION	DATE
CO SIGNATURE (if required)	POSITION	DATE
CONTRACT APPROVED by DIXON OFFICER	POSITION	EFFECTIVE CONTRACT DATE

**Members: Society of Protective Coatings • American Water Works Association
 Consulting Engineers Council**

EXHIBIT 1

SCHEDULE A

7,500,000 Gallon Steel Standpipe, (Standpipe # 2-Glendale Heights, Illinois), #13-22-66-07 Elmhurst, Illinois

I. Project Administration:

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. Review all requests for change orders and make recommendations to the Owner.
5. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

II. Pre-construction Meeting:

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
 - a. emergency response plan,
 - b. responsibilities to the Owner,
 - c. responsibilities to her/his workers,
 - d. responsibilities to the public
 - e. inspection start time
 - f. inspection schedule
 - g. liquidated damages
 - h. Contractor's site specific Lead, Health, and Safety Plan
 - i. Who Contractor's designated OSHA competent person for lead, health and safety plan for notification and protection of the public
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

III. Progress Meeting:

1. Attend progress status meeting(s).

IV. Critical Phase Inspections:

A. Weld Inspection:

1. One (1) visit(s) to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

V. Inspection Services:

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.

EXHIBIT 1

3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

VI. One Year Warranty Inspection – ROV:

A. Scope of Services Performed by Owner (ROV):

1. Fill the tank to overflow or higher capacity, and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
2. Perform free chlorine residual and bacteriological testing after completion of inspection.

B. Scope of Services Performed by DIXON:

1. Inspect the tank's interior coating for compliance with warranty requirements of prior interior painting contract.
2. Review all interior surfaces for corrosion and/or damage, and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area and compared with warranty requirements.
3. Inspect the exterior coating.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review exterior of the exposed foundations.
6. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
7. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The engineering report will be letter format.

EXHIBIT 1

SCHEDULE B

**7,500,000 Gallon Steel Standpipe, (Standpipe # 2-Glendale Heights, Illinois), #13-22-66-07
Elmhurst, Illinois**

1. Compensation for Schedule A – Project Administration, shall be the time and material fee of **\$3,000.00**. Payment due as project progresses.
2. Compensation for participation at the pre-construction meeting shall be the lump sum fee of **\$500.00**, and will include preparation and travel time.
3. Compensation for participation at the progress meeting(s) is **\$500.00** based on a **\$500.00** per meeting fee with one **(1)** meeting(s) recommended.
4. Compensation for weld inspection, Schedule A – Critical Phase Inspections is **\$600.00** based on a **\$600.00** per visit fee with one **(1)** visit(s) recommended.
5. DIXON will provide daily inspection services as outlined in Schedule A – Inspection Services. Compensation for these services is **\$51,649.20**, estimated using an average of eight **(8)** hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the “ESTIMATED” remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.

Typical inspection schedule and associated rates:

Daily Inspection:

Travel time 1.5 hrs. @ \$65.00/hr.	=	\$97.50
Inspection time 8 hrs. @ \$65.00/hr.	=	520.00
Mileage 56 miles @ \$0.60/mile	=	33.60
Secretarial 0.5 hrs. @ \$50.00/hr.	=	25.00
Contract Administration 0.33 hrs. @ \$125.00/hr.	=	<u>41.25</u>
Total Estimated Daily Fee:	=	\$717.35

Estimated Daily Fee	\$717.35
Project Length	x <u>72</u> days
Total Inspection Fee	\$51,649.20

6. Compensation for inspection, travel time, and preparation of report as outlined in Schedule A – One Year Warranty Inspection – Scope of Services Performed by DIXON is a fixed fee of **\$2,955.00**.
7. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor’s performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.

EXHIBIT 1

8. Invoices will be compiled after the 20th of the month and shall include from the 20th of the preceding month to the 20th of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
9. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
10. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
11. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.

EXHIBIT 1

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$125.00	
Registered Professional Engineer.....	\$125.00	
Certified NACE Inspector.....	\$100.00	
Assistant Project Manager.....	\$100.00	
Staff Engineer – Level III.....	\$75.00 to \$85.00	
Staff Engineer – Level II.....	\$70.00 to \$80.00	
Staff Engineer – Level I.....	\$65.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$100.00 to \$110.00	
Inspector – Level III.....	\$70.00 to \$80.00	
Inspector – Level II.....	\$65.00 to \$75.00	
Inspector – Level I.....	\$60.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$50.00 & expenses	
Bookkeeping Services.....	\$45.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non-Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$145 per diem	\$125 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 2015

Revised 07/13

EXHIBIT 1

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven (7) days written notice:
 - 1) If Owner fails to pay invoices within sixty (60) days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

EXHIBIT 1

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement shall be the highest standards of professional practice, care and diligence practiced by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON shall be and remain the property of the OWNER, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.
- F. DIXON shall procure and maintain insurance as set forth in the RFP.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

EXHIBIT 1

Safety

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

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

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

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

E. Notification of Potentially Hazardous Conditions. The Engineer is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. The Engineer should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary

EXHIBIT 1

precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains the Engineer's sole responsibility under the Contract. The Engineer is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

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

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

EXHIBIT 1

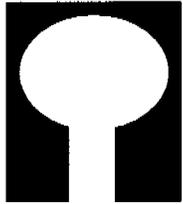
Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

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

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

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

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



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

EXHIBIT 1

9415 West Forest Home
Suite 208
Hales Corners, WI 53130
Telephone: (630) 220-1410

March 5, 2015

Mr. Chris Bostick
600 East Butterfield Road
Elmhurst, IL 60126

Subject: Coating Inspection Services on the 5,000,000 Gallon Steel Standpipe

Dear Mr. Bostick:

Enclosed is the coating inspection proposal for the 5,000,000 gallon steel standpipe.

Our proposal is divided into a Cover Page, Schedule A, Schedule B, Schedule C, and General Provisions. The Cover Page proposes a not-to-exceed fee. Schedule A details our scope of services. Schedule B contains the fees for the services outlined in Schedule A. Schedule C provides fees for additional services, if requested.

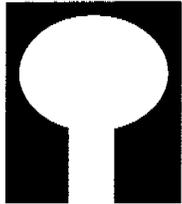
We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to call contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Project Manager

Enclosure

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

EXHIBIT 1

9415 West Forest Home
Suite 208
Hales Corners, WI 53130
Telephone: (630) 220-1410

**Proposal/Contract Agreement
for Steel Reservoir**

5,000,000 Gallon Steel Standpipe, (Standpipe # 4-West Naperville, Illinois), #13-22-66-06

The Agreement is between Dixon Engineering, Inc. (DIXON) and the **DuPage Water Commission, Elmhurst, Illinois** (Owner) to contract with DIXON for technical services for the **“Rehabilitation of Coating Systems and Fall Protection Systems for Tank Site No 2 and No4 West (Contract SS-6/15)” 5,000,000 Gallon Steel Standpipe** (Project). This Agreement inclusive together with” Owner’s Request for Proposals for Engineering Services for the Evaluation of Standpipes issued September 5, 2012 (“RFP”), and “In the event of conflict between the RFP and the incorporated Schedules, the incorporated Schedules shall prevail.” any expressly incorporated appendix or Schedule constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and Owner agrees to pay DIXON as compensation for their services the fee/lump sum of **Fifty Four Thousand, Nine Hundred, Ninety dollars, and Fifty cents (\$54,990.50)**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change ninety (90) days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Project Administration, Pre-Construction Meeting, Weld Inspection, Paint Inspection Services, and Two-Year Warranty Inspection (ROV) per Schedule A

3.01 SIGNATURES

<u>Brad Schotanus, Project Manager</u>	<u>March 5, 2015</u>
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE
<hr/>	
<u>CONTRACT APPROVED by OWNER</u>	<u>POSITION</u>
	<u>DATE</u>
<hr/>	
<u>CO SIGNATURE (if required)</u>	<u>POSITION</u>
	<u>DATE</u>
<hr/>	
<u>CONTRACT APPROVED by DIXON OFFICER</u>	<u>POSITION</u>
	<u>EFFECTIVE CONTRACT DATE</u>

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

EXHIBIT 1

SCHEDULE A

5,000,000 Gallon Steel Standpipe, (Standpipe # 4-West Naperville, Illinois), #13-22-66-06 Elmhurst, Illinois

I. Project Administration:

1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
2. Review Contractor's Schedule of Values and work schedule.
3. Review shop drawings for compliance with technical specifications.
4. Review all requests for change orders and make recommendations to the Owner.
5. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

II. Pre-construction Meeting:

1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include Contractor's:
 - a. emergency response plan,
 - b. responsibilities to the Owner,
 - c. responsibilities to her/his workers,
 - d. responsibilities to the public
 - e. inspection start time
 - f. inspection schedule
 - g. liquidated damages
 - h. Contractor's site specific Lead, Health, and Safety Plan
 - i. Who Contractor's designated OSHA competent person for lead, health and safety plan for notification and protection of the public
2. Contractor will have submittals which are to be submitted ten (10) days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

III. Progress Meeting:

1. Attend progress status meeting(s).

IV. Critical Phase Inspections:

A. Weld Inspection:

1. One (1) visit(s) to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

V. Inspection Services:

1. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.

EXHIBIT 1

3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

VI. One Year Warranty Inspection – ROV:

A. Scope of Services Performed by Owner (ROV):

1. Fill the tank to overflow or higher capacity, and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.
2. Perform free chlorine residual and bacteriological testing after completion of inspection.

B. Scope of Services Performed by DIXON:

1. Inspect the tank's interior coating for compliance with warranty requirements of prior interior painting contract.
2. Review all interior surfaces for corrosion and/or damage, and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area and compared with warranty requirements.
3. Inspect the exterior coating.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review exterior of the exposed foundations.
6. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
7. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The engineering report will be letter format.

EXHIBIT 1

SCHEDULE B

**5,000,000 Gallon Steel Standpipe, (Standpipe # 4-West Naperville, Illinois), #13-22-66-06
Elmhurst, Illinois**

1. Compensation for Schedule A – Project Administration, shall be the time and material fee of **\$3,000.00**. Payment due as project progresses.
2. Compensation for participation at the pre-construction meeting shall be the lump sum fee of **\$500.00**, and will include preparation and travel time.
3. Compensation for participation at the progress meeting(s) is **\$500.00** based on a **\$500.00** per meeting fee with one **(1)** meeting(s) recommended.
4. Compensation for weld inspection, Schedule A – Critical Phase Inspections is **\$600.00** based on a **\$600.00** per visit fee with one **(1)** visit(s) recommended.
5. DIXON will provide daily inspection services as outlined in Schedule A – Inspection Services. Compensation for these services is **\$47,435.50**, estimated using an average of eight **(8)** hours on-site daily. This time frame will vary based on Contractor speed, Contractor activity, complexity of individual inspection, and environmental or neighbor concerns. DIXON reserves the right to send the level of inspector they feel necessary based on the Contractor, project scope, and project progress. All fees are time and material per Schedule C. DIXON will notify the Owner bi-weekly of the “ESTIMATED” remaining budget, and will advise if a change in fees or Scope of Services is necessary. The fee and Scope of Services are negotiable between DIXON and the Owner.

Typical inspection schedule and associated rates:

Daily Inspection:

Travel time 1 hrs. @ \$65.00/hr.	=	\$65.00
Inspection time 8 hrs. @ \$65.00/hr.	=	520.00
Mileage 44 miles @ \$0.60/mile	=	26.40
Secretarial 0.5 hrs. @ \$50.00/hr.	=	25.00
Contract Administration 0.33 hrs. @ \$125.00/hr.	=	<u>41.25</u>
Total Estimated Daily Fee:	=	\$677.65

Estimated Daily Fee	\$677.65
Project Length	x <u>70</u> days
Total Inspection Fee	\$47,435.50

6. Compensation for inspection, travel time, and preparation of report as outlined in Schedule A – Two Year Warranty Inspection – Scope of Services Performed by DIXON is a fixed fee of **\$2,955.00**.
7. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor’s performance and pace of work. The total fees for Schedule B will not be exceeded without prior approval from the Owner.

EXHIBIT 1

8. Invoices will be compiled after the 20th of the month and shall include from the 20th of the preceding month to the 20th of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.
9. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
10. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the Agreement.
11. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Agreement.

EXHIBIT 1

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$125.00	
Registered Professional Engineer.....	\$125.00	
Certified NACE Inspector.....	\$100.00	
Assistant Project Manager.....	\$100.00	
Staff Engineer – Level III.....	\$75.00 to \$85.00	
Staff Engineer – Level II.....	\$70.00 to \$80.00	
Staff Engineer – Level I.....	\$65.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$100.00 to \$110.00	
Inspector – Level III.....	\$70.00 to \$80.00	
Inspector – Level II.....	\$65.00 to \$75.00	
Inspector – Level I.....	\$60.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$50.00 & expenses	
Bookkeeping Services.....	\$45.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non-Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$145 per diem	\$125 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 2015

Revised 07/13

EXHIBIT 1

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the Owner which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached Schedule C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven (7) days written notice:
 - 1) If Owner fails to pay invoices within sixty (60) days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By Owner effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

EXHIBIT 1

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement shall be the highest standards of professional practice, care and diligence practiced by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to Owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON shall be and remain the property of the OWNER, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence are based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's Scope of Services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.
- F. DIXON shall procure and maintain insurance as set forth in the RFP.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

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Safety

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

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

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

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

E. Notification of Potentially Hazardous Conditions. The Engineer is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Work, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. The Engineer should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary

EXHIBIT 1

precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains the Engineer's sole responsibility under the Contract. The Engineer is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

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

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

EXHIBIT 1

Owner's designated permit-required confined spaces, the Owner and the Engineer shall coordinate entry operations as required by OSHA and other applicable law.

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

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

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

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



DuPage Water Commission

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

March 10, 2015

Mr. Gregory R. Stein, PE
Managing Principle
Tank Industry Consultants
7740 West New York Street
Indianapolis, IN 46214

Subject: Thirty Day Termination Notice – Tank Industry Consultant
Agreement

Dear Mr. Stein:

Please be advised that as of the above date, the Commission is exercising its rights under paragraph 4.2 of the Agreement and is providing Tank Industry Consultants the required thirty (30) days written notice to terminate the Agreement and the remainder of Phase IV services, Construction Phase Services, and Phase V services, First Anniversary Evaluation services. All work shall cease as of March 10, 2015.

Please prepare and present for payment an itemized invoice for Phase IV services performed to date.

Please contact the undersigned at 630-834-0100 if you have any questions regarding this matter.

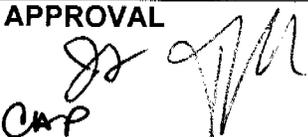
Sincerely,

A handwritten signature in black ink, appearing to read "John Spatz".

John Spatz
General Manager

Cc: File: Engineering Agreements/TIC

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering and Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	Authorization for Replacement of HVAC Rooftop Unit from Hill Mechanical Services.	APPROVAL	

Account Number: 01-60-7217

The Commission 2014- 2015 Capital Improvement Budget identified the replacement of the Public Meeting Room Rooftop HVAC unit as one of the designated projects. This unit has far outlived its useful life and its replacement will enhance indoor air quality and help eliminate large temperature swings in the Public Meeting Room.

The Commission solicited sealed proposals for the replacement of this unit, and the bids were publicly opened and read aloud on February 24, 2015 at 1:00 pm. Of the 4 proposals received, the proposal of Hill Mechanical Services was the most favorable to the interests of the Commission.

The following are the bid results for the HVAC Rooftop Unit Replacement.

<u>Bidder</u>	<u>Price</u>
Hill Mechanical	\$28,981
F.E. Moran Mechanical Services	\$29,354
Admiral Heating and Ventilating	\$31,270
Murphy & Miller	\$31,680

This expense was budgeted and approved in the FY 2014/2015 Capital Improvement Budget

MOTION: To authorize a contract for the Replacement of a HVAC Rooftop Unit with Hill Mechanical Services for a cost of \$28,981.00