

WHERE HISTORY & PROGRESS MEET

**Approved 03/03/11** 

#### **MINUTES**

#### INFRASTRUCTURE COMMITTEE

#### February 3, 2011 - 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum. Chairman Dzierzanowski called the meeting to order at 7:00 P.M. Roll Call found Aldermen James Beifuss, Nanette Connelly, Sandra Dimas, Nicholas Dzierzanowski, Russell Radkiewicz, James Smith, and John Smith present.

Also in attendance were Assistant City Engineer Doug Nooden, Street Superintendent Tim Wilcox, Project Director with CH2M HILL/OMI, John Bowman, and Administrative Secretary Michelle Baldino.

Other in attendance were City Clerk Nancy M. Smith, Tom Merrion and Sandy Buckles of the Sister Cities Organization, Amy Nooden, and Michael Pedone, Water Resources Incorporated

- 2. Approval of Minutes.
- A. Infrastructure Committee Minutes of January 6, 2011. Alderman Nanette Connelly made a motion to approve the minutes of January 6, 2011, seconded by Alderman Russell Radkiewicz. Voting Yea: Aldermen Nanette Connelly, Russell Radkiewicz, Sandra Dimas, James Beifuss, Nicholas Dzierzanowski, James Smith, and John Smith. Voting Nay: 0.
- 3. Public Participation / Presentations.

City Clerk, Nancy M. Smith introduced Sandy Buckles, Vice President and Tom Merrion, Community Relations for the West Chicago Sister Cities Organization. She explained that they were present to propose that the Committee consider their idea for a permanent structure that would signify the West Chicago Sister Cities Organization, a maypole. Mr. Merrion provided handouts (Attachments A and B) stating that they would like to move the annual Mayfest celebration from the VFW to the Community Center, their location request to install the Maypole. They feel that the Maypole will be an attraction to the downtown area and will be decorated with different guilds, hopefully with logos from companies within the City. Discussion centered on dimension, design, materials and location of the Maypole. Mr. Merrion stated that they are open for ideas from the Committee regarding placement of the pole and will work with Public Works before they brought their plan to an architect. Regarding funding for the project, the Sister Cities Organization will be soliciting contributions and donations, but the necessary costs would be their responsibility.

The Infrastructure Committee unanimously agreed to recommend allowing the Maypole at the Community Center and directed the Sister Cities to work with the Community Development

Department regarding any permit requirements and acceptable materials, and the Public Works Department regarding placement and timing of installation. Chairman Dzierzanowski suggested that the Sister Cities Organization make sure that they are able to raise the funding before bringing this back to the City Council. Alderman Beifuss suggested that the Engineering Division staff review for infrastructure requirements and any costs that may be incurred to the City for the project.

#### 4. Items for Consent.

A. Contract Award – Professional Services Related to the Reconditioning of Five (5) Tertiary Sand Filters at the City's Regional Wastewater Treatment Plant – CH2M HILL/OMI. Alderman Sandra Dimas made a motion, seconded by Alderman Russell Radkiewicz to approve Resolution 11-R-0008 authorizing the Mayor to execute a contract with CH2M HILL/OMI.

Alderman Beifuss stated that since this is a design/build contract, he would like to know how the appropriate fair costs were detected as this is a proposal for direct costs plus 15 percent. Mr. Nooden, Assistant City Engineer, stated that the City received a price proposal from Siemans in 2008 (Attachment C) for a similar scope of work totaling \$974,860.00. He then referred to Mr. John Bowman, Project Manager for CH2M HILL/OMI (OMI).

Mr. Bowman explained that there are a total of ten (10) sand filters that are all in rough shape. The goal is to get five (5) of them rehabilitated to a steady state because of the severity and concerns with possible fines from the Illinois Environmental Protection Agency (IEPA), and before spring wet weather high flows. He stated that OMI performed some maintenance repairs on the other five (5) sand filters in 2009 to maintain normal flow operations. These five (5) filters will also need reconditioning in future budget years.

Mr. Bowman handed out pictures (Attachment D) and explained the process along with products that will be used. He further stated that OMI's purchasing department bids for the best possible price for parts. OMI's staff is knowledgeable in the repair process and engineering design, bid and construction oversight for this project will not be a cost incurred by the City. Alderman Beifuss asked when the repairs would be complete. Mr. Bowman explained that they have already started some demolition and the repairs would be completed by the middle of March.

Alderman Sandra Dimas made a motion to approve Resolution 11-R-0008 authorizing the Mayor to execute a contract with CH2M HILL/OMI for professional services related to the reconditioning of five (5) tertiary sand filters at the City's Regional Wastewater Treatment Plant. Voting Yea: Aldermen Sandra Dimas, Russell Radkiewicz, James Beifuss, Nanette Connelly, Nicholas Dzierzanowski, James Smith, and John Smith. Voting Nay: 0.

- 5. Items for Discussion. None.
- 6. Unfinished Business. None.
- 7. New Business.

A. Alderman James Beifuss stated that the snow needs to be removed in the tunnel at the Metra Station. Currently there is only room for walking single-file. Mr. Wilcox informed him that this is the responsibility of Metra, but he would address the problem with Metra and will arrange to have City personnel get it cleared.

#### 8. Reports from Staff.

A. Mr. Tim Wilcox, Street Superintendent, handed out snowfall statistics (Attachment E) and reviewed division efforts to maintain the roadways during the 20.6-inch snowfall event. He explained that the City utilized twenty-nine (29) employees including supervisors and superintendent and 22 pieces of equipment. The public works crew began plowing on Tuesday, February 1, 2011; around 4:00 P.M. to keep the primary roads open. They worked through the night, experiencing difficulties with stalled cars, and only minor equipment problems. It wasn't until approximately 4:00 P.M. on the next day when they were able to start clearing all the roads in the City.

Mr. Wilcox explained that the piles of snow that were left on Galena Street will be hauled away contractually within the City Administrators spending authority, and snow was also piled onto the Jacobson's parcel, which City crews will start to haul away. Mr. Wilcox also stated that the Street Division would now be focusing on service requests, alleys and mailboxes for the next few days.

Alderman Beifuss stated that something needs to be done regarding clearing piles of snow on Clayton Street. Due to the number of cars parked there, there is only one narrow lane.

Members of the Infrastructure Committee thanked staff for a job well done. Alderman Beifuss added that he felt the collector streets in the City were in much better shape than the state highways.

**9. Adjournment.** At 7:50 P.M., Alderman Sandra Dimas made a motion to adjourn seconded by Alderman Nanette Connelly. Motion was approved by voice vote.

Respectfully submitted,

Michelle Baldino Administrative Secretary

### **West Chicago Sister Cities**

Dedicated to being an international catalyst to promote peace, share our mutual heritage, culture, and educational pursuits with all sister cities allied with West Chicago.

#### Maypole presentation to the Infrastructure Committee

West Chicago Sister Cities would like to create and permanently display a Maypole at the site of the Fox Community center in West Chicago. A Maypole is traditionally a very tall tree trunk that has had all of its branches stripped away, painted in blue and white, and then decorated with signs that represent the different guilds that operate in its town. There is also tradition that on May first the German towns have a Mayfest celebration at or near the Maypole. This event is currently celebrated every year in Chicago.

The West Chicago Sister Cities organization wishes to create a Maypole in West Chicago to:

- Continue this tradition in the U.S. while moving the annual Mayfest celebration to the community center.
- Mirror the German tradition of allowing guilds to be represented on the Maypole by allowing local companies to display their logo from the Maypole.
- > Create a new feature in the downtown area that will advertise not only Sister Cities and their mission, but the City and its businesses to travelers on the Prairie Path and railroad.
- > Create an attraction to the downtown area, as well as its local businesses.

The installation of the Maypole would be concurrent with the modifications the City plans on doing to the sidewalk and pedestrian tunnel in front of the Community Center. Necessary costs for construction of the pole would be the responsibility of Sister Cities; however contributions of construction money and/or gifts in kind would be graciously accepted. We plan for the pole to be constructed of treated lumber, with the signs to be made of high quality aluminum, or other weather resistant material. Total height as shown on the architects rendering is 50 feet. We have planned to remain flexible in the construction details to stay within the parameters of what the city deems appropriate, and in keeping with the general feel of the historic downtown area. Suggestions are welcomed and encouraged from any interested party.

Attachment B

Attachment C (10 pages)

TO: West Chicago WWTP

475 Main Street

Box 488

West Chicago, IL

**DATE:** May 13, 2008

REPLY TO: Siemens Water Technologies Corp.

301 West Military Road

Rothschild, WI 54774

**ITEM:** Hydro-Clear® Sand Filter

Model CB-30(10) Upgrade

Siemens/Zimpro Job

Number: 21-1289/84338

ATTENTION: Neil Niemeyer

Telephone: (715)355-3521

Fax: (715)355-3219

E-Mail: Neil.Niemeyer@Siemens.com

**OPTION I:** Five (5) Filter Cells

To Whom It May Concern:

Siemens Water Technologies Corp. (SIEMENS) submits this proposal to the City of West Chicago, IL for their consideration to purchase the following equipment and services.

For the purpose of this proposal, the following terminology shall be defined as stated:

OWNER:

The City of West Chicago

**PURCHASER:** 

The City of West Chicago

**CONTRACTOR:** 

Installation Contractor (under contract by the City of West

Chicago)

SIEMENS:

Siemens Water Technologies Corporation (formerly U.S.

Filter/Zimpro, Inc.)

**SELLER:** 

Siemens Water Technologies Corporation (formerly U.S.

Filter/Zimpro, Inc.)

Hydro-Clear® Rapid Sand Filtration System Upgrade of five (5) Model CB-30 filter cells described in this Proposal and shown on the attached drawings. The attached drawings show the scope and requirements for installing the Hydro-Clear® Rapid Sand Filtration System Upgrade Components.

Equipment/components and services (including dismantling/removal of components except existing media) to be furnished by SIEMENS described below is for rehabilitation of five (5) Model CB-30 filter cells as follows:

1.0 **Inlet Box:** Five (5) new inlet boxes factory prefabricated of carbon steel, prime painted as described under proposal item 5.0, furnished to the job site by SIEMENS for field installation by the CONTRACTOR (see Siemens Drawing No. 408).

- 1.1 Inlet Box Weir Plate: Five (5) adjustable Cipoletti inlet box weir plates prefabricated of FRP, shipped loose to the project site by SIEMENS for field installation on the existing inlet box by the CONTRACTOR after sandblasting and painting of existing tank components by the CONTRACTOR (see Siemens Drawing No. 409).
- 1.2 **Inlet Basket:** Five (5) stainless steel inlet baskets factory prefabricated, shipped loose to the project site by SIEMENS for installation by the CONTRACTOR on the existing filter cell inlet boxes (see Siemens Drawing No. 410).
- Backwash Trough Splash Plates and Weir Plates: Each of the existing five (5) filter cells shall be equipped with twelve (12) new prefabricated removable flip-up splash plate assemblies constructed of stainless steel including mounting brackets and furnished to the job site by SIEMENS to be welded to the existing troughs in the field by the CONTRACTOR before sandblasting and painting by the CONTRACTOR. Each of the existing five (5) filter cells shall be equipped with twelve (12) adjustable weir plates constructed of FRP and fabricated with 90° V-notches and slots that provide approximately 2" of vertical adjustments and shipped loose to the project site by SIEMENS for field installation on the existing filter cell trough assembly by the CONTRACTOR after sandblasting and painting of all existing tank components by the CONTRACTOR (see Siemens Drawing No. 405).
- 3.0 **Filter Underdrain Detail:** Components requiring welding shall be completed by the CONTRACTOR prior to sandblasting and painting by the CONTRACTOR after which a new underdrain system consisting of prefabricated polyvinyl chloride underdrain module structures and filter media support system furnished by SIEMENS shall be field installed by the CONTRACTOR in the existing five (5) filter cells (see Siemens Drawing No. 401).
- 3.1 The underdrain system shall be non-clog type consisting of underdrain core assemblies, filter media support mesh, and hold-down grating. The underdrain components shall be held in place by structural tie-down assemblies.
- Each of the five (5) existing filter cells shall be equipped with eighteen (18) new underdrain core module assemblies, each approximately 54 3/4" long x 45 1/8" wide and weigh approximately 138 pounds, furnished by SIEMENS and field installed by the CONTRACTOR. Note: existing core support channels shall be removed by the CONTRACTOR. Existing clip angles (120 per filter cell) shall also be removed by the CONTRACTOR. New clip angles (120 per filter cell), furnished unpainted by SIEMENS to the job site, shall be installed by the CONTRACTOR prior to blasting and painting by the CONTRACTOR (see Siemens Drawing No. 401).

- 3.3 The new core module assemblies shall be designed to provide for the uniform pulsing of the underdrain with air to provide high velocity, jet-type, hydraulic augers for backwashing, which will fully penetrate the filtering media to facilitate the removal of solids and grease deposits. The polyvinyl chloride underdrain module structures shall be factory fabricated by SIEMENS for field installation by CONTRACTOR.
- 3.4 A new filter stainless steel mesh media support system shall be furnished by SIEMENS and field installed by the CONTRACTOR directly on top of the underdrain modules (described under item 3.2) in the compartmentalized sections of the filter cells (see Siemens Drawing No. 401).
- 3.5 The new stainless steel mesh media support system shall be held in position in each of the five (5) filter cells by eighteen (18) new structural non-corrosive grating sections furnished by SIEMENS and field installed by the CONTRACTOR. Each grating section shall be approximately 50 11/16" long x 45 1/8" wide and weigh approximately 72 pounds. Each section shall have a minimum panel thickness of 1" and nominal bar width of 1/2". The new mesh shall be sealed at the perimeter of each filter section by means of 3/16" x 3" neoprene gasket (see Siemens Drawing No. 401).
- 3.6 After sandblasting and painting of the existing five (5) filter cells by the CONTRACTOR, the new grating, screen and underdrain core module assemblies shall be installed by the CONTRACTOR and shall be held in place with new "factory finish painted" structural carbon steel I-beams and carbon steel loose angles supplied by SIEMENS for installation by the CONTRACTOR. The hold-down and support assemblies in each of the five (5) filter cells shall include twenty-four (24) loose angles, thirty-six (36) hold-down beams and one hundred twenty (120) new clip angles (see Siemens Drawing No. 401).
- 3.7 The underdrain assemblies in each of the five (5) filter cells shall be bolted in place (including beams and angles) with one hundred twenty (120) new stainless steel set screws and two hundred forty (240) stainless steel nuts and washers furnished by SIEMENS and field installed by the CONTRACTOR. The CONTRACTOR shall remove existing clip angles and install (weld in) new clip angles furnished by SIEMENS prior to blasting and painting by the CONTRACTOR as described under proposal item 6.0 (see Siemens Drawing No. 401).
- Underdrain Air-Vent Piping: Two (2) new "additional" 3" air vent assemblies per filter cell [ten (10) total for five (5) filter cells] furnished by SIEMENS and field installed by the CONTRACTOR. External components shall be constructed of carbon steel; internal components are constructed of galvanized materials of construction. All items are shipped loose by SIEMENS and assembled, welded and installed by the CONTRACTOR (see Siemens Drawing No. 402.)

- 4.0 **Gullet Covers:** Each of the five (5) filter cells shall be equipped with twelve (12) new "factory finish painted" gullet covers supplied and shipped loose by SIEMENS for field installation by the CONTRACTOR. Each gullet cover shall be 14 1/2" wide x 59 3/8" long constructed of carbon steel, each weighing approximately 85 pounds. Gullet covers shall be held in place by studs with flat washers and nuts furnished by SIEMENS. Studs to be welded to bottom of filter cell. Gullet covers shall be installed prior to installation of new underdrain core assemblies (see Siemens Drawing No.'s 406 and 407).
- 5.0 Air Mix® System: Each of the existing five (5) filter cells shall be equipped with twenty-four (24) new low pressure air diffusers shipped loose by SIEMENS for field assembly and installation by the CONTRACTOR. Each set of two (2) diffusers shall be connected to a new 3"Ø air header (galvanized pipe) by means of new 1" diameter drop piping (galvanized) including air header support angles (14 per filter cell) and diffuser drop piping support angles (12 per filter cell) furnished loose by SIEMENS and assembled and installed by the CONTRACTOR (see Siemens Drawing No. 403).
- 5.1 The new diffusers, as supplied by SIEMENS, shall be constructed of 3/4" Schedule 80 PVC pipe with drilled orifice holes and threaded (MPT) end connections.
- Each of the existing five (5) filter cells shall be equipped with one (1) new 3" electric operated valve to control the airflow to the cell as required by the Air Mix® Control System. The new Air Mix ASCO valve shall be furnished by SIEMENS and installed by the CONTRACTOR (see Siemens Drawing No. 403).
- All new internal filter cell air-mix piping, including support angles, manual valves (gas cocks), unions, etc., as required for the filtration system's low pressure air system, shall be furnished loose by SIEMENS and assembled and installed prior to painting by the CONTRACTOR (see Siemens Drawing No. 403).
- 6.0 **Paint:** The following paint system shall be utilized for all steel components furnished by SIEMENS and is also recommended for sandblasting and painting of existing tanks and components by the CONTRACTOR.
  - One (1) item of appropriate surface preparation and shop painting as follows: All fabricated steel surfaces that are to be shop painted shall be sandblasted to an SSPC-SP10 near-white surface profile before painting. New gullet covers and new hold-down assemblies, including structural angles, I-beams and clip angles (after welding and installation by the CONTRACTOR), that are to be in contact with wastewater after installation, shall be painted with two (2) coats of epoxy at 6 to 8 mils dry film thickness [total of 12 16 mils DFT]. Where necessary, paint shall be held back for field welding. All other existing cell components including troughs and tankage shall receive two (2) coats of epoxy at a DFT of 6 to 8 mils (total 12 16 mils minimum DFT). Where necessary, paint shall be held back for

field welding. One (1) gallon of each paint shall be provided for field touch-up. CONTRACTOR shall be responsible to touch-up any items damaged during installation or scratched in shipping, and for compatible finish coats, as required.

7.0 **Butterfly Valves and Operators:** Each of the existing five (5) filter cells shall be equipped with new pneumatically-operated, wafer body "BRAY" Series 30 butterfly valves and actuators furnished by SIEMENS for field installation by the CONTRACTOR as follows:

| <b>LOCATION</b>  | <b>QUANTITY</b> | SIZE                       |
|--|-----------------|----------------------------|
| Cell Inlet Valve Filtrate Valves Backwash Inlet Valve Trough Discharge Valve | 5<br>10<br>10   | 18 "Ø<br>14ӯ<br>12ӯ<br>20ӯ |

- 7.1 The pneumatic actuators and cylinders shall operate on a supply pressure of 80 psi and shall be capable of opening against the maximum line pressure.
- 7.2 Each butterfly valve shall be controlled by a signal from the Main Filter Control Panel. The pilot valves for the pneumatically operated valves shall be furnished with manual overrides and be located in the local consoles (see Siemens Drawing No. 501).
- 7.3 SIEMENS shall also furnish new bolts and gaskets as necessary for the installation of the new wafer body butterfly valves (see Siemens Drawing No. 501).
- Filter Controls: One (1) new NEMA 12 floor mounted Main Filter Control Panel shall be furnished by SIEMENS for installation by the CONTRACTOR. The Main Filter Control Panel shall be provided with piano-hinged doors that are capable of being locked and will provide complete access to the interior of the Panel. The Main Filter Control Panel shall contain a microprocessor-based programmable controller, as well as all necessary relays, timers, circuit breakers, switches, disconnects, terminal strips, signal lights, pushbuttons, etc., as needed to perform all of the required functions of the existing ten (10) Hydro-Clear® Rapid Sand Filtration System, including automatic filter operation, Air Mix®, Pulse Mix®, backwash pump operation and the chemical grease clean operation. The Main filter Control Panel shall be factory assembled, wired, finish painted and tested prior to shipment to the project site.
- 8.1 Four (4) new NEMA 4X Local Consoles shall be furnished by SIEMENS for installation by the CONTRACTOR. Each Local Console shall contain the necessary compartments, switches, signal lights, terminal strips, circuit breakers and pilot valves for the pneumatically-operated butterfly valves for each of the two (2) cells and three (3) cells it controls. One (1) of the four (4) new Local Consoles shall contain a Human Machine

- Interface (HMI). The Valve Panels shall be completely factory assembled, wired, piped, finished painted and tested prior to shipment to the project site.
- 9.0 Level Sensors: Thirteen (13) new diaphragm-type level sensors each with 20 ft. cord length to reach the existing control panel or junction box, shall be furnished by SIEMENS for field installation by the CONTRACTOR in the following locations:
  - 10 in the filter cells [two (2) in each of the five (5) filter cells]
  - 1 in the clearwell
  - 2 in the mudwell
- Backwash Pumps: Two (2) new submersible backwash pumps shall be furnished by SIEMENS and installed by the CONTRACTOR in the filter clearwell structure. Each of the backwash pumps shall be rated at 4,400 GPM, a TDH of 23 feet and equipped with 60 HP, 400 volt, 3 phase, 60 Hz motor. The following hardware to allow each of the two (2) backwash pumps to be slide rail mounted, shall also be furnished by SIEMENS and installed by the CONTRACTOR: base elbow, upper guide bar bracket and lifting chain. The CONTRACTOR shall furnish and install the guide rails and the station cover(s), if required, for the slide rail mounting of the pumps.
- 10.1 The CONTRACTOR shall furnish and install all new check valves, manually-operated valves, fittings and piping as may be required for the completed backwash water pumping system.
- Filter Media: One thousand five hundred forty cubic feet (1,540 ft³) of single grade filter media to be provided by SIEMENS in bulk containers for pneumatic conveyance. One thousand four hundred cubic feet (1,400 ft³) shall be field installed by CONTRACTOR in the filter cell to a uniform depth of ten inches (10"). The remaining one hundred forty cubic feet (140 ft³) shall be appropriately labeled for suitable storage, by others until future use. The filter media shall be quartz sand with an effective size of 0.45mm (± 0.05mm) and a uniformity coefficient not to exceed 1.70. The existing media shall be removed by the CONTRACTOR.
- Installation Supervision, Startup and Training: One (1) item of installation supervision, startup and training shall be provided by SIEMENS. The services shall consist of fifteen (15) on-site days, eight (8) hour days, which shall be provided by SIEMENS in three (3) separate five (5) day trips. Additional start-up assistance and operator training shall be provided upon request at a discounted per diem rate of \$1,000.00 per day plus travel and living expenses at cost.
- 13.0 Operation and Maintenance Manuals: Updated manuals shall be provided by SIEMENS.

The price of the aforementioned equipment and services to be provided by SIEMENS for rehabilitation of five (5) Model CB-30 filter cells is Nine Hundred Seventy-four Thousand Eight Hundred Sixty and no/100 Dollars (\$974,860,000.00). No taxes of any description are included in the above stated selling price.

#### **Price Deductions**

Control System: A lump sum in the amount of Seventy-five Thousand and no/100 Dollars (\$75,000.00) shall be deducted from the above quoted price for removal of the new control system as described under item 8.0 of this proposal.

Backwash Pumps: A lump sum in the amount of One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) shall be deducted from the above quoted price for removal of the new control system as described under item 10.0 of this proposal.

The following items are specifically **not included** by SIEMENS in this proposal and are listed to aid the OWNER in estimating the total cost of the project. No guarantee is implied to their accuracy and/or completeness.

- 1. Removal and disposal of existing media and existing components and materials to be replaced.
- 2. Sandblasting and painting of any description.
- 3. All field installation of any description.
- 4. Concrete structures, foundations, pads or vessels.
- 5. Concrete fasteners or anchor rods/bolts (except as specifically described in this proposal).
- 6. Miscellaneous piping systems including all pipe, fittings, flanges, check valves, manual valves, etc., as required for the complete piping systems (except as specifically described in this proposal).
- 7. Low pressure air system piping, including all pipe, fittings, and manual valves (except as specifically described in this proposal).
- 8. High pressure air system piping/tubing including fittings, manual valves, etc.
- 9. Grease clean system piping, including all pipe, fittings and manual valves, etc.
- 10. Thimbles, wall/floor sleeves, brackets, hangers, and supports (except as specifically described in this proposal).
- 11. Walkways, platforms, grating, handrails, etc.
- 12. Motor starters, motor controls or electric panels (except as specifically described in this proposal).
- 13. Electrical and/or instrumentation components (except as specifically described in this proposal).

- 14. Provisions that may be required to protect the overall installation and/or its individual components from damage due to weather and/or freezing.
- 15. Unloading and storage of any equipment furnished.

**Proposal Drawings:** The following SIEMENS drawings are attached for aid in estimating the installation of the equipment being provided and are to be used in conjunction with the contract documents:

| <b>Drawing No.</b> | <b>Description</b>                       |
|--------------------|--|
| ~                  |  |
| 401                | Underdrain Installation Details          |
| 402                | Air Vent Piping                          |
| 403                | Air Diffuser Piping                      |
| 405                | Splash Plates/Weir Plates Installation   |
| 406                | Gullet Cover Installation Detail         |
| 407                | Gullet Cover Stud Location               |
| 408                | Cell Inlet Box Installation Detail       |
| 410                | Inlet Basket Installation (Sheet 1 of 2) |
| 410                | Inlet Basket Installation (Sheet 2 of 2) |
| 501                | General Assembly Information             |

**Payment:** The payment for the equipment and services provided by SIEMENS shall be made by OWNER in accordance with the following payment schedule:

- 1. Twenty percent (20%) of the stated selling price due upon completion of shop drawing submittals by SIEMENS.
- 2. Seventy percent (70%) of the above stated selling price due upon notification by SIEMENS, that this equipment is ready for shipment to the job site.
- 3. Balance of the selling price shall be due upon the start-up of the equipment or one hundred twenty (120) days after final delivery of the equipment, whichever occurs first.

Payment numbers 1 and 2 are due within thirty (30) days of receipt of manufacturer's invoice. Interest will be charged at an annual rate of eighteen percent (18%) on any unpaid balance thirty (30) days overdue.

**Delivery:** Delivery shall be made by truck and can be made approximately 18 to 24 weeks after receipt of OWNER's approved and accepted purchase order and approval to proceed with fabrication. Freight is allowed to the project site, F.O.B. the factory. It is the OWNER's responsibility to receive, expeditiously unload, set or suitably store the equipment. The largest single lift will weigh approximately one (1) ton.

Drawings

OWNER agrees to accept partial shipments. Partial shipments shall be billed for the value of the shipments and are subject to the above payment terms.

Due to the rapidly increasing prices of steel, this proposal shall remain firm and in effect for thirty days until **June 13, 2008**, after which time SIEMENS reserves the right to increase the above quoted selling price, extend the offer or void the entire offer. The attached Terms and Conditions are hereby made a part of this proposal.

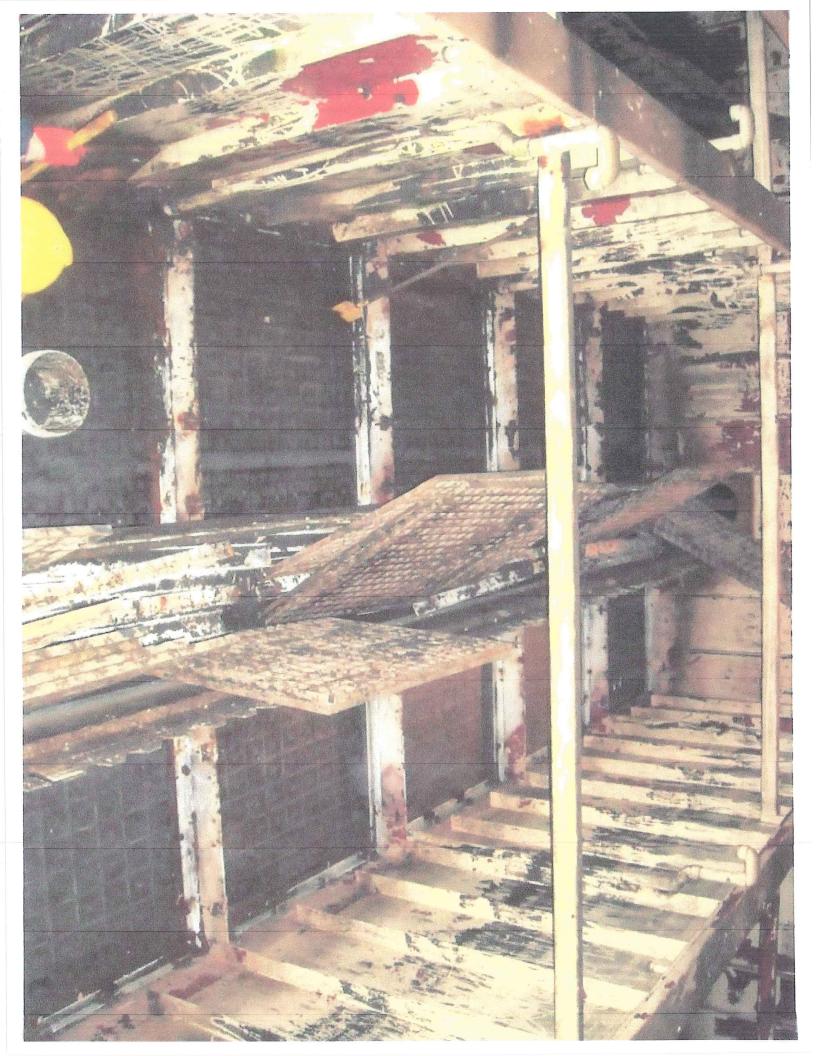
| Submitted this 13 <sup>th</sup> day of May, 2008.   | Accepted by the CITY OF WEST CHICAGO, IL         |  |  |
|---|--|--|--|
| Neil Niemeyer, Product Manager Hydro-Clear® Filtration Systems Siemens Water Technologies Corp. Zimpro® Systems | This day of                                      |  |  |
|   | Title  |  |  |
|   | The above Offer is hereby Accepted and Approved. |  |  |
|   | This, 2008.                                      |  |  |
|   | SIEMENS WATER TECHNOLOGIES CORP.                 |  |  |
|   | Ву   |  |  |
|   | Title  |  |  |
| Attachments: Terms and Conditions   |  |  |  |

#### STANDARD TERMS OF SALE

- 1. <u>Applicable Terms.</u> These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an forms or documents.
- 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
- 3. <u>Delivery.</u> Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are Ex-Works Seller's facility.
- 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-prior written consent.
- 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Any costs associated with changes necessitated by a change in applicable law, decision by public official and/or court decisions, or engineering standards occurring after the effective date of this Purchase Order shall be borne Buyer.
- 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. <u>Indemnity.</u> Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- 9. <u>Cancellation.</u> If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 10. Export Clause. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
- 11. <u>LIMITATION OF LIABILITY</u>. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY EVEN IF REMEDIES PROVIDED UNDER SELLER'S DOCUMENTATION FAIL THEIR ESSENTIAL PURPOSE.
- 12. <u>Miscellaneous.</u> If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.



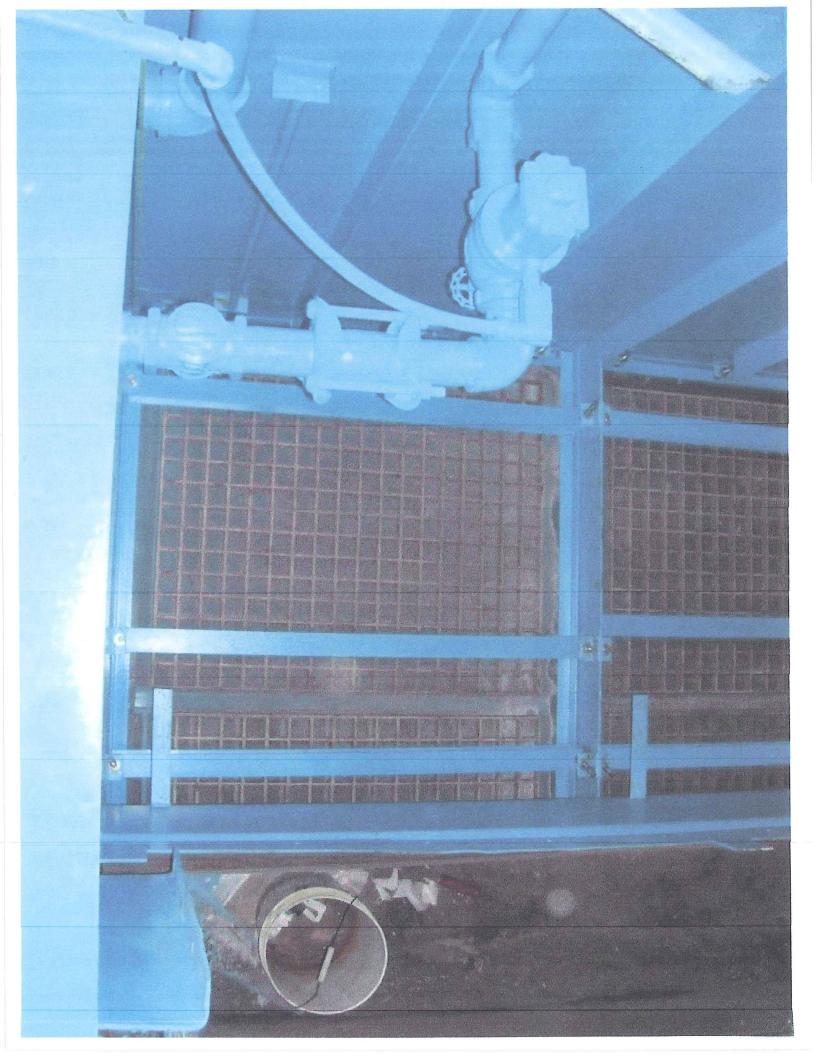












### SNOWFALL STATISTICS WINTER SEASONS 1987 - 2011

### As of February 3, 2011\*

| <u>YEAR</u> | TOTAL " | # CALL - OUTS | 2" OR LESS | 3 - 4 " | 5 - 6 " | <u>6" OR MORE</u> | LARGEST |
|-------------|---------|---------------|------------|---------|---------|-------------------|---------|
| 1986-87     | 14.5    | 10            | 10         | 0       | 0       | 0                 | 2"      |
| 1987-88     | 45      | 7             | 1          | 2       | 1       | 3                 | 12"     |
| 1988-89     | 39      | 22            | 17         | 4       | 0       | 1                 | 8"      |
| 1989-90     | 36.5    | 21            | 18         | 1       | 0       | 2                 | 10"     |
| 1990-91     | 43      | 30            | 25         | 4       | 0       | 1                 | 8"      |
| 1991-92     | 29.5    | 19            | 16         | 1       | 2       | 0                 | 6"      |
| 1992-93     | 47      | 32            | 26         | 3       | 3       | 0                 | 6"      |
| 1993-94     | 49      | 31            | 27         | 2       | 0       | 2                 | 10"     |
| 1994-95     | 29      | 19            | 17         | 1       | 0       | 1                 | 7"      |
| 1995-96     | 38      | 36            | 32         | 3       | 1       | 0                 | 5"      |
| 1996-97     | 52.5    | 33            | 26         | 4       | 3       | 0                 | 6"      |
| 1997-98     | 42      | 24            | 20         | 3       | 0       | 1                 | 7"      |
| 1998-99     | 55.5    | 21            | 15         | 3       | 1       | 2                 | 21.5"   |
| 1999-00     | 34      | 19            | 15         | 1       | 2       | 1                 | 9"      |
| 2000-01     | 44      | 32            | 27         | 2       | 2       | 1                 | 12"     |
| 2000-02     | 29.5    | 16            | 13         | 1       | 0       | 2                 | 10"     |
| 2002-03     | 33.5    | 31            | 29         | 1       | 1       | 0                 | 6"      |
| 2003-04     | 24.5    | 17            | 13         | 2       | 2       | 0                 | 5.5"    |
| 2004-05     | 41      | 15            | 12         | 1       | 0       | 2                 | 16.5"   |
| 2005-06     | 30.5    | 15            | 12         | 1       | 0       | 2                 | 9"      |
| 2006-07     | 39.5    | 16            | 11         | 0       | 1       | 4                 | 11"     |
| 2007-08     | 69.5    | 33            | 23         | 4       | 2       | 4                 | 9"      |
| 2008-09     | 63.5    | 25            | 14         | 6       | 4       | 1                 | 11"     |
| 2009-2010   | 48      | 23            | 17         | 2       | 2       | 2                 | 12"     |
| 2010-2011   | 52.6    | 17            | 11         | 4       | 0       | 2                 | 20.6"   |
| TOTALS*     | 1030.6  | 564           | 447        | 56      | 27      | 34                |         |

#### **25 YEAR AVERAGES/PERCENTAGES**

| AVE. SNOWFALL / YEAR          | 41.22   |            |
|-------------------------------|---------|------------|
| AVE. # CALL - OUTS / YEAR     | 22.56   |            |
| AVE. SNOWFALL / CALL - OUT    | 1.83    |            |
| LARGEST SNOWFALL              | 21.5"   | (JAN. '99) |
| SECOND LARGEST SNOWFALL       | 20.6" ( | FEB. 2011) |
|                               |         |            |
| SNOWFALL DEPTH / CALL - OUT = | %       |            |
| 2" OR LESS -                  | 79%     |            |
| 3 - 4" -                      | 10%     |            |
| 5 - 6" -                      | 5%      |            |
| 6" OR GREATER                 | 6%      |            |