MEMORANDUM

Date: May 25, 2005

To: Richard A. Rice, Commissioner
   Department of Water Management

Attn: Julie Hernandez

From: Mary A. Dempsey
       Interim Chief Procurement Officer

Re: Emergency Purchase Order Authorization

Pursuant to Section 2-92-644 of the Municipal Purchasing Act, I am authorizing you to make an Emergency purchase from Clow Water Systems. Based upon information received from members of your staff, I have determined that this procurement is necessary to meet bona fide operating emergencies.

You are hereby authorized to purchase Ductile Iron Pipe in the amount of $249,613.00 as requested in your letter of May 23, 2005. Any amount in excess of the $249,613.00 approved here shall be subject to additional authorization and shall be limited so as not to exceed the $250,000 limit established by statute.

cc: S. Geocaris
    B. Humphrey
MEMORANDUM

TO: Mary Dempsey  
    Interim Chief Procurement Officer  
    Department of Procurement Services

FROM: Richard A. Rice  
      Commissioner  
      Department of Water Management

DATE: May 23, 2005

RE: Request for Emergency Authorization (REQ 21105)

The Department of Water Management requires ductile iron pipe. These goods are necessary for our water main construction. Accordingly, the Department of Water Management is requesting emergency authorization for this purchase in the amount of $249,613.

Attached please find three price quotations. We are recommending the lowest bidder, Clow Water Systems Corporation, who quoted us $14.77/linear foot.

This is an emergency request because we have requested that the current contract with Production Dynamics (T24204) be terminated (see attached previous correspondence). Production Dynamics has requested a price increase that is not in accordance with the contract language, therefore refusing delivery on any orders. We have just received your authorization to terminate the contract effective May 1, 2005. A requisition has been entered to start the process for a new contract.

I certify that this emergency poses a clear and imminent danger, requiring immediate procurement of services, supplies or equipment to prevent or mitigate the loss or impairment of life, health, property, or essential public services and would not have been avoided by due care and diligence.

Thank you for your assistance. If you have any questions, please call Deputy Commissioner, Julie Hernandez-Tomlin at 747-7089.
CITY OF CHICAGO  
PURCHASE REQUISITION  

DELIVER TO:  

C09  
VARIABLES NEW CONSTRUCTION SITES  
CHICAGO, ILLINOIS  
Chicago, IL  

REQUISITION: 21105  
PAGE: 1  
DEPARTMENT: 88 - DEPARTMENT OF WATER MANAGEME  
PREPARE: Mildred Duran  
NEEDED:  
APPROVED: 5/24/2005  

REQUISITION DESCRIPTION  
EMERGENCY PURCHASE FOR DUCTILE IRON PIPE.  
SPECIFICATION NUMBER: 36533  

COMMODITY INFORMATION  

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PIPE, WATER - PUSH-ON JOINT, 8 INCH - CLASS 56  

SUGGESTED VENDOR:  

REQUESTED BY: Anthony J Matranga lii  

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REQUISITION TOTAL: 249,613.00  

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Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.  
Requisitions prepared incorrectly will be returned to the using department.
PROJECT CHECKLIST

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE TEAM LEADER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED INCLUDING THE SUPPLEMENTAL CHECKLIST REQUIRED BY THE SPECIFIC CPAC TEAM. ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

Project:
Date: 5-16-95
ID No. (Spec, RX, Project): 81006-1
Department: Public Works
Contact Person: Michael Cowen
Bureau: Public Works
Fax: 2-4982
Project Manager: John Chambers
Contract No.(if known): 81006-1
Estimated Value $249,613.80
Project Title/Description: REQUESTING EMERGENCY AID FOR RUSTED STEEL PIPE

SCOPE STATEMENT
Company: The material is used for Construction Site.
The location is needed at 3005 S. Rockwell

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR A TEAM TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE ALL TEAM SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT TEAM.

The following is a general description of what would be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute...

TYPE OF PROCUREMENT REQUESTED (check all that apply)

- _Competitive Bid
- _RFQ/RFP/RFS/RFI
- _Sol Source**
- _Term Agreement
- _One Shot
- _Mod/Amendment
- _Time Extension
- _Additional Funding
- _S/O Emergency

FORMS
- _F-25 (add line item)
- _F-26 (new term agreement)
- _F-27 (time extension)
- _F-29 (change vendor limit)

Additional F-forms may be required—refer to attached list

* Additional source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

FUNDING

City: Corporate Bond
State: IDOT/Transit IDOT/Highway
Federal: FHWA FTA FAA

LINE FY FUND DEPT ORGN APPR ACTV OBJT PROJECT RPTG DOLLAR AMOUNT

01 04 41 88 4276 0350 00 031200 249,613.80

Total: $249,613.80

* Attach copy of any applicable grant agreement terms and conditions

TIME FRAME

Date Needed: 5-16-95
Contract Term (y/m/d): 5-16-95

PRE BID/SUBMITTAL REQUIREMENTS

Requesting Pre Bid/Submittal Conference? Yes No
Requesting Conference be Mandatory? Yes No
Requesting Site Visit? Yes No
Requesting Site Visit be Mandatory? Yes No

Form Date: 11/05/2001
SCOPE

The Contractor shall furnish and deliver F.O.B.; City of Chicago, Department of Water, Ductile Iron Water Pipe, all in accordance with the General and Special Conditions and as specified herein these Detailed Specifications.

DESIGN

All pipe shall be made in accordance with A.N.S.I/A.W.W.A. C151/A21.51-91 with the following exceptions, deletions or additions.

SECTION 51-4

Sub-section 51-4.1 Mechanical Joint, make the following additions:

All Mechanical Joint pipe shall be provided with mechanical joint accessories. The mechanical joint accessories shall consist of Megalug M.J. restraints, rubber gaskets, tee head bolts and hex nuts, all conforming to ANSI/AWWA C111/A21.11-90.

The Megalugs shall be all ductile iron made of grade 60-42-10 conforming to ASTM A536-84, restraining wedge shall be manufactured to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee head bolts conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153.A21.53 of latest revision. Torque limiting twist off nuts shall be utilized to insure proper actuating of the restraining wedge.

Megalugs shall be as manufactured by EBBA Iron or approved equal.

Joints assembled with this gland shall be capable of withstanding 250 PSI working pressures in sizes 16" and smaller and 150 PSI for 24".

Gaskets shall be of plain rubber and conform to A.W.W.A. C111-90 Section 11-8.4. All surfaces of gaskets shall be smooth except for specified marking and free from imperfections and gaskets shall be free from any porosity. Gaskets supplied shall exceed 2%, the quantity normally furnished for the footage of pipe specified in the Proposal Pages. Gaskets supplied shall exceed by 2% the quantity normal furnished for the footage of pipe specified in the Proposal Pages.

Tee head bolts and hexagonal nuts shall conform to A.W.W.A. C111-90 Section 11-8.5 and shall be made of high-strength, low-alloy steel.

Each shipment of pipe shall be accompanied with the accessories necessary for the number of lengths of pipe in the shipment.

Sub-section 51-4.1 Push-on Joint, make the following additions.

Bell shall be so designed to afford a water tight joint without additional jointing material and capable of withstanding pressures, without leakage, exceeding those that will rupture pipe of this class and thickness.
EXCEPTIONS

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.
SEWER BUILDERS SUPPLIES, INC.
Sewer+Water+Masonry Materials
9001 S. GREEN STREET
CHICAGO, IL 60620-2697
Phone: (773) 873-1560 - Fax: (773) 873-9767

Quote To: CITY OF CHICAGO - WATER
DEP.-ATTN-MIKE SCIANN
2352 S. ASHLAND
CHICAGO, IL 60608

Ship To: CITY OF CHICAGO - WATER
DEPARTMENT

Fax No.: 8877

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Purchase Order Number

Sales Person
BOB

Required 05/20/05

Quantity Item Number Description Unit Price  Amount

14000 GRI-P56-08

NOTE: QUOTE BASED ON MINIMUM ORDER OF 5000 FT. ALL PIPE WILL BE DIRECT SHIPPED ON COMMON CARRIER TRUCKS - BUYER TO UNLOAD.
8" X 20.08" DI CL-56 "PUSH" TYTON JOINT PIPE - PRICE PER FT. IN FULL LENGTHS

QUOTATION IS BASED ON FULL PAYMENT WITHIN 60 DAYS OF DELIVERY DATE. IF PAYMENT IS NOT RECEIVED AT SEWER BUILDERS SUPPLIES, INC. OFFICE WITHIN 80 DAYS THERE WILL BE A FINANCE CHARGE OF 1-1/2% PER MONTH ADDED STARTING FROM 30 DAYS AFTER DELIVERY DATE (18% ANNUAL RATE). ALL SEWER BUILDERS SUPPLIES, INC. NORMAL TERMS AND CONDITIONS APPLY TO THIS QUOTATION AND ANY ORDER OR SALE OF THIS MATERIAL. NO OTHER TERMS OR CONDITIONS WILL APPLY UNLESS AGREED TO IN WRITING BY AN OFFICER OF SEWER BUILDERS SUPPLIES, INC. IF PAYMENT ON FIRST DELIVERY OF PIPE IS NOT MADE WITHIN 80 DAYS AS AGREED THEN ANY FUTURE ORDER OR DELIVERY IS

Prices subject to change 30 days after Quote date. Job Quotations are based on presently known, incomplete information and is not a Lump Sum Job Estimate or an Offer to Sell. Orders are subject to our normal Terms & Conditions of Sale and credit approval. Actual unit prices of items purchased will apply. Quotes are based on shipments of quantities quoted in full truckload lots. Changes or Partial orders may affect final item prices. Buyer must verify that material quoted meets all job and governmental specifications before placing order. Thank you!

17.75 248500.00
## Quote

**Customer No.:** CHGOWATER  
**Quote No.:** 8877

**Quote To:** CITY OF CHICAGO - WATER  
**Ship To:** CITY OF CHICAGO - WATER

DEP. ATTN: MIKE SCIARNA  
2352 S. ASHLAND  
CHICAGO, IL  60622

Fax No.: 

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SUBJECT TO CANCELLATION DUE NON CONFORMANCE WITH PAYMENT TERMS.

**Quote subtotal**  
248500.00

**Quote total**  
248500.00

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Prices subject to change 30 days after Quote date. Job Quotations are based on presently known, incomplete information and is not a Lump Sum Job Estimate or an Offer to Sell. Orders are subject to our normal Terms & Conditions of Sales and credit approval. Average unit prices per line item may be used for estimating purposes. Actual unit prices of items purchased will apply. Quotes are based on shipments of quantities quoted in full truckload lots. Changes or partial orders may affect final item prices. Buyer must verify that material quoted meets all job and governmental specifications before placing order. Thank you!
To: Julie Hernandez – Department of Water Management  
City of Chicago

From: Dan Flaig – Clow Water Systems

Re: Quote for 8” CL 56 Chicago Pipe – Emergency purchase

14,000 Ft. 8” CL 56 Tyton Joint D.I.P. $ 14.77 Ft.  
Chicago spec. DbL C/L  
w/ Bronze Wedges included

Pipe is currently in stock in Coshocton, Ohio.

Deliver to: City of Chicago – Central Yard  
1424 W. Pershing Rd.
MORE THAN JUST PIPE.

U.S. Pipe & Foundry Co., Inc.
1000 Essington Rd. Joilet, IL 60435
PHONE: 815-721-0073 FAX: 815-609-5788

Date: 5/20/2005
Project:

Quote #  Revision #  Bld Date:  Addendums:

Engineer:

Terms: U.S. Pipe's Standard Terms and Conditions at www.uspipe.com/standard_terms.asp. No 30 Days - 1.5% surcharge per month after. Net 30 Days - 1.5% surcharge per month after.
Prices are FOB defined as  for FULL TRUCKLOAD quantities only.  (40,000#)
Prices good for 30 days. Shipment available weeks ARO.

Price Escalation Clause:
Due to the continued volatility of raw materials, energy and transportation costs the pricing represented on this quotation cannot be held firm for a period of more than 3 months from the date of quotation. Material must be ordered and shipped within 3 months of the date of the quotation or be subject to a 4% price escalation. Pipe shipped after 6 months from the date of quotation will be subject to prices in effect at the time of the release for shipment.

We are pleased to offer you our proposal for furnishing the ductile iron pipe and fittings listed herein:
All pipe and fittings are quoted with our standard cement mortar lining and seal coated on the inside and outside with our standard asphalt coating unless otherwise noted. This is our understanding of the requirements as indicated in the project plans & specifications. We believe the material included does reasonably cover the requirements. However, you should carefully check this list as it is not in any way guaranteed. This quotation contains special material not subject to return or cancellation. It is the responsibility of the ordering party to verify quantities, sizes, and descriptions prior to order placement. The responsibility lies with the ordering party to determine the suitability of the material being quoted for the intended use. We appreciate the opportunity of submitting this proposal and hope that we may have the pleasure of furnishing your ductile iron pressure pipe and fitting requirements on this project. If we can be of further assistance, please do not hesitate to call.

Sincerely,

Walt Curtis

SPECIFICATIONS AND QUOTATION INFORMATION:

1. NOTE: Some components and other materials including but not limited to flanges, gaskets, and fittings, may be globally sourced and NOT of domestic manufacture. We supply third-party manufactured items to augment our product line and production capacity to meet customer's needs.

2. NOTE: All Fabricated Products are subject to U.S. Pipe Engineering Review and approval prior to production.

3. NOTE: All WELDED OUTLET and BOSSES must be adequate support plans designed and/or approved by the project engineer. The pipe must be provided to prevent loads and moments being applied during installation and/or operation.

4. NOTE: All MJ fittings and MJ valves are quoted W/O Accessories. If so, are required, they will be itemized or furnished by others.

5. NOTE: All prices included on this quotation are based on ALL items and space of items included in this quotation to be purchased from U.S. PIPE. If any items are to be furnished by others, or specifications of items are to be changed, ALL prices for ALL items are subject to change.

6. NOTE: FBE (Fusion Bonded Epoxy) Coated Fittings may be quoted and/or furnished on this project. These fittings meet all the requirements of AWWA C153 specification.

7. NOTE: Lead Times are based on the manufacturing schedule at the time of this quotation. Manufacturing Lead Times at the time of order may change.

8. NOTE: We can furnish products from your bill of material or we can furnish a dimensioned bill of material complete with LAYOUT DRAWINGS of our products from the Engineer's plans and specifications for your approval. Please inquire and we will quote you the price for LAYOUT DRAWINGS.

9. NOTE: All FLANGED joint prices do not include FLG accessories unless noted separately. We have included our U.S. Pipe FLANGE-TYPE gasket price list with this quotation as a separate offer.

10. NOTE: If special gaskets are required for any bell joint pipe and/or fittings, they may be quoted at additional cost.

11. NOTE: Unless otherwise stated, we have NOT quoted restraint connections for materials quoted by others or not manufactured by U.S. Pipe. Please check the quotation carefully to insure you have the restraint you require. We may quote additional restraint upon request.

Serving your needs for Ductile Iron Pipe, Fittings, Valves, Fire Hydrants, Reinforced Joints, Accessories - www.uspipe.com - (800) DX-PIPE - fax (262) 334-7849

Page 1
05/20/2005

003/002/003

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<td>14,000 FT 8' TYTONE DIP CL56 16' NOM ACL/AC</td>
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All pipe currently in stock. Normal lead time 2-4 weeks.

U.S. PIPE
Facsimile Transmission Form

DATE: 5/20/05

TO (NAME): Julie Hernandez

TO: COMPANY / ORGANIZATION: Water Management

SENDER: Bob Skopek

FAX NUMBER: 773-873-1500

TOTAL NUMBER OF PAGES TRANSMITTED: 4 (INCLUDING THIS PAGE)

TRANSMISSION TYPE:

PURCHASE ORDER

REQUISITION FOR RELEASE

SCHEDULE OF BUDGET

SCHEDULE OF BUDGET ACCOUNT(S)

PLEASE REPLY BY: ( ) FAX ( ) TELEPHONE ( ) NO REPLY ( ) IN PERSON

ENDORSE OR REPLY PERMITTED?

IF THERE IS ANY PROBLEM WITH THIS TRANSMISSION, PLEASE CALL SENDER.
TERMS & CONDITIONS

TERMS: Upon approved credit, payment is due no later than 30 days from invoice date. NO CASH DISCOUNT ALLOWED.

FINANCE CHARGE of 1 1/2% per month (18% ANNUAL RATE) will be added to all past due balances. All prices are F.O.B. point of shipment unless otherwise stated. NO RETAINAGE ALLOWED. BUYER agrees to pay all costs of collection including but not limited to reasonable attorney's fees and court costs, should the indebtedness be turned over to outside sources for collection.

CLAIMS: CLAIMS FOR BREAKAGE, SHORTAGE OR NON-CONFORMITY TO SPECIFICATIONS WILL NOT BE ALLOWED UNLESS NOTED AT TIME OF DELIVERY on trucker's shipping ticket or breakage ticket. Broken or rejected products must be returned on the same truck that delivered them. No credit for breakage or shortage will be allowed after driver's delivery address. BUYER assumes responsibility for inspection of material at time of delivery.

PRICES & QUOTATIONS: PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Quotations automatically expire 30 days after issue date. Unit prices of actual material delivered always apply. We do not issue hang tags or quotations for any project. It is Buyer's responsibility to review, check & verify all items and quantities in any quotations. Invoice prices will be net, reflecting any applicable discount. Prices in effect at the time of shipment will apply. All catalogue, price list or other literature describing our products shall NOT be construed as offers to sell same. All orders are subject to acceptance by an officer of SELLER.

TAXES: All sales or other taxes and excises of any nature whatsoever imposed by any governmental authority shall be paid and borne by BUYER.

RETURNS: Prior written permission must be obtained before any material is returned. SPECIAL ORDERS, NON-STOCK ITEMS, POWDERED MATERIALS (IE: CEMENTS, MORTAR COLORS, ETC.) AND BAG MATERIALS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCES. All returned material must be in new, original, and re-saleable condition. All returns are subject to return freight charges plus a 15% HANDLING CHARGE to cover reconditioning and original delivery costs, plus any applicable freight charges for returning items to Manufacturer and/or additional Manufacturer's restocking charges.

DELIVERY: All prices are NET, F.O.B. shipping point. Seller will make every effort to complete shipment as required by BUYER but assumes no liability for loss or damage due to delay or inability to ship or for any other cause including those causes in control of the SELLER. SELLER assumes no liability for any damages of any kind, including damages to the products being delivered, when BUYER requests delivery inside the curb or off of streets or highways. What shall be considered payable shall be in the sole judgement of the driver of the delivery truck.

WARRANTY: ALL GOODS SOLD BY SELLER ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, BUT ONLY TO THE EXTENT, IN THE MANNER AND DURING THE PERIOD PROVIDED IN THE APPLICABLE EXPRESS WARRANTY EXTENDED TO SELLER BY THE MANUFACTURER OF SUCH GOODS, AND TO THE EXTENT SELLER IS ABLE TO ASSIGN TO BUYER SUCH MANUFACTURER'S WARRANTY. Buyer shall provide a copy of the express warranty extended by the manufacturer of any item purchased hereunder upon written request. THE FORGOING WARRANTY IS IN LIEU OF AND EXCLUDES ANY OTHER WARRANTY NOT EXPRESSLY SET FORTH HEREIN. SELLER EXPRESSLY EXCLUDES ALL WARRANTIES, GUARANTEES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SELLER'S sole and only liability for defects or any other cause is limited to refunding purchase price of product F.O.B. shipping point. SELLER gives no other warranty of any kind, either expressly or implied. SELLER EXPRESSLY DENIES ANY LIABILITY FOR LABOR, INSTALLATION OR REMOVAL OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS OR DAMAGES. BUYER agrees to follow all applicable A.S.T.M. Specifications, code requirements and manufacturer's recommendations in the installation of any product.

CONTRACTING PROVISIONS: Notwithstanding any verbal or written expression or terms of this document, all contracts for the purchase of products shall be executed by Buyer in writing and signed by an authorized corporate officer of SELLER. Waiver of any breach of the contract shall not be construed as a waiver of any other breach.

ORDER ACCEPTANCE: All orders are subject to acceptance by SEWER BLDRS SUPPLIES, INC. as its agent. All quotations, sales orders, invoices and accounts are subject to the terms of sale listed herein.

WE RESERVE THE RIGHT TO MEET ALL COMPETITIVE BIDS!