



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, MAY 17, 2018**  
**6:00 P.M.**

**600 EAST BUTTERFIELD ROAD**  
**ELMHURST, IL 60126**

## COMMITTEE MEMBERS

D. Loftus, Chair  
J. Fennell  
F. Saverino  
M. Scheck  
J. Zay

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

**RECOMMENDED MOTION: To approve the Minutes of the April 19, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-12-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**WAO 8.002 – McWilliams Electric Co., Inc. – Estimated Cost \$187,140.00**)
- V. **R-13-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 (**WAO No. 06 – John Neri Construction Co., Inc. – Estimated Cost \$21,000.00**)
- VI. **R-14-18:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 (**WAO 8.003 – Volt Electric, Inc. – Estimated Cost Not-To-Exceed \$29,000.00**)
- VII. **R-15-18:** A Resolution Directing Advertisement for Bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18) – **No Cost Component This Action**
- VIII. **R-16-18:** A Resolution Approving and Authorizing the General Manager to Purchase an Intelligent Key Security System through GSA Contract GS-07F-0611X (**Oak Security Group, LLC - \$129,090.83**)
- IX. Old Business
- X. Other
- XI. Adjournment

Agendas\Engineering\2018\Eng1805.docx

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

**MINUTES OF A MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, APRIL 19, 2018  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Committee members in attendance: J. Fennell, D. Loftus, F. Saverino, M. Scheck and J. Zay

Committee members absent: None

Also in attendance: T. McGhee, E. Kazmierczak, John Schori, and M. Weed.

Commissioner Fennel moved to approve the Minutes of the March 15, 2018 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck.

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

Nays: None

Absent None

Manager of Operations McGhee gave an oral summary of the Status of Operations report dated April 11, 2018 during which time he highlighted a proposed project to relamp the entire Elmhurst campus with LED fixtures and lamps. Commissioner Saverino asked if Staff had looked into any grant programs to help finance the Project. Staff responded that they had contact Com-Ed about rebates, but would look into additional sources of funding. Chairman Loftus asked if staff had calculated the amount of power used for lighting at the facility. Staff responded that they would look into it.

Regarding R-8-18 Manager of Operations McGhee advised the Committee that this item is a request to add two additional Engineering firms to the approved list of Engineers that the Commission maintains.

Regarding the Village of Bartlett water service, Manager of Operations McGhee advised the Committee that Benchmark Construction commenced construction of the West Transmission Main and installed approximately 3,400 feet of pipe. He also advised the Committee that Greeley and Hansen has completed 60% design of the Bartlett connection facilities and is on schedule.

Regarding R-11-18, Manager of Operations McGhee advised the Committee that this item is a request for Work Authorization Order No. 001 to McWilliams Electric Co., Inc. for various electrical repairs at various sites including: electrical service entrance repairs at six (6) metering stations, remove and replace an entire breaker panel at a single metering station, and alleviate groundwater penetration into an underground conduit at Tank Site No. 3.

Engineering Committee Minutes 04/19/2018

Chairman Loftus inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Scheck moved to recommend approval of items 4 and 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Chairman Zay.

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

Nays: None

Absent None

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

With no other items coming before the Committee, Commissioner Fennell moved to adjourn the meeting at 6:16 P.M. Motion seconded by commissioner Scheck.

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

Nays: None

Absent None



# 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: May 10, 2018

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of April were a total of 1.94 billion gallons. This represents an average day demand of 64.8 million gallons per day (MGD), which is higher than the April 2017 average day demand of 64.3 MGD. The maximum day demand was 69.8 MGD recorded on April 22, 2018, which is lower than the April 2017 maximum day demand of 70.0 MGD. The minimum day flow was 59.0 MGD.

The Commission's recorded total precipitation for the month of April was 2.72 inches compared to 6.43 inches for April 2017. The level of Lake Michigan for January 2018 is 580.0 (Feet IGLD 1985) compared to 579.6 (Feet IGLD 1985) for April of 2017

### Water Conservation

Staff attended Glendale Heights' Senior Center Lunch & Learn to present on water quality and conservation along with Glendale Heights' Green Team on April 13, 2018. A memo regarding this is available on [dpwc.org/conservation/events/](http://dpwc.org/conservation/events/).

The Commission is partnering with SCARCE to be one of the sponsors for Glen Ellyn Public Library's three-month project on water conservation and quality starting on May 25, 2018.

Ongoing: Staff is working with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission will help sponsor. Read more about the gardens on their website: [www.richmondgardens.org](http://www.richmondgardens.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 dates for staff training.

### **Operations Maintenance**

R-12-18 appears on the agenda as a Resolution Approving Work Authorization Order No. 002 for electrical labor services to McWilliams Electric Co., Inc. for the replacement of existing lighting fixtures at the DuPage Pumping Station with LED fixtures.

### **Bartlett Water Service**

Benchmark Construction continues to install pipe and has started to lay pavement along Central Ave. in Roselle. Meanwhile, Benchmark continues to provide various Shop Drawing Submittals and Requests For Information.

Staff met with Greeley and Hansen to discuss comments on the 60% drawing and specifications. They plan to have the 100% design drawing for the Bartlett Connection Facilities by the beginning of June. The design project remains on schedule.

R-15-18 Appears on the agenda seeking authorization of Advertisement for Bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18).

### **Instrumentation / Remote Facilities Overview**

#### **Flow Meter Replacement Project**

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

#### **Quick Response Electrical Contract (QRE-8/17)**

Work Authorization Order No. 001 to McWilliams Electric Co., Inc. for various electrical repairs at various sites has begun with completion anticipating by end of May.

Storage System

Work Authorization Order No. 003 to Volt Electric, Inc., appears on the agenda as R-14-18 seeking authorization to install temperature monitoring systems at Standpipes Nos. 1, 3 and 4W.

Remote Facility Rehabilitation

R-16-18 appears on the agenda seeking authorization for the General Manager to purchase and install intelligent key security system through a U.S. Government Purchasing Cooperative (GSA Advantage) approved vendor. The work includes providing and installing high security intelligent key locksets for doors at 82 remote facilities and providing 260 high security intelligent key padlocks for Staff replacement at remote facilities and the DuPage Pump Station and Administration Facility.

SharePoint/Office 365

Staff is working with SWC Technology to define workflows with SharePoint and to learn about new tools available in Office 365. A kick-off meeting was held and it's anticipated SWC will present recommendations for follow on work soon.

Pipeline Maintenance and Construction Overview

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

Quick Response Contract (QR-11/17)

R-13-18 appears on the agenda as a Resolution Approving and Ratifying Work Authorization Order No. 06 to John Neri Construction Co., Inc., for pavement repair work associated with the removal and replacement of manhole frames and lids at two separate blow-off valve locations.

MAY 2018 COMMISSION AGENDA ITEMS:

- R-12-18** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 **(WAO 8.002 – McWilliams Electric Co., Inc. – Estimated Cost \$187,140.00)**
- R-13-18** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 **(WAO No. 06 – John Neri Construction Co., Inc. – Estimated Cost \$21,000.00)**
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- R-16-18** A Resolution Approving and Authorizing the General Manager to Purchase an Intelligent Key Security System through a U.S. Government Purchasing Cooperative: GSA Contract GS-07F-0611X (**Oak Security Group, LLC - \$129,090.83**)

**Attachments**

1. DuPage Laboratory Bench Sheets for April 2018
2. Water Sales Analysis 01-May-2014 to 30 April-2018
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

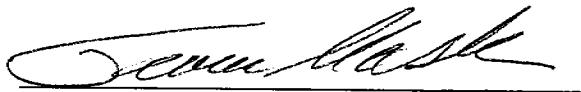
<http://sp2013/Status%20of%20Operations/2018/0510.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR APRIL 2018

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.91	0.06	0.49	0.74	0.08	54	7.8	0.8	0.49	0	CT
2	1.00	0.05	0.54	0.81	0.07	54	7.7	0.8	0.49	0	RC
3	0.97	0.05	0.52	0.80	0.08	55	7.8	0.8	0.55	0	RC
4	1.00	0.06	0.53	0.77	0.07	54	7.8	0.8	0.54	0	CT
5	0.97	0.05	0.45	0.79	0.08	54	7.8	0.8	0.54	0	CT
6	0.97	0.05	0.48	0.77	0.08	54	7.8	0.7	0.54	0	CT
7	1.00	0.06	0.46	0.77	0.08	55	7.7	0.8	0.50	0	RC
8	1.00	0.06	0.47	0.73	0.08	55	7.8	0.8	0.52	0	CT
9	1.00	0.06	0.46	0.73	0.08	50	7.8	0.8	0.46	0	CT
10	0.91	0.06	0.47	0.77	0.07	49	7.8	0.8	0.45	0	CT
11	0.91	0.08	0.48	0.81	0.08	50	7.7	0.7	0.50	0	RC
12	0.90	0.08	0.49	0.78	0.08	50	7.7	0.7	0.53	0	RC
13	0.96	0.08	0.49	0.75	0.09	53	7.7	0.8	0.46	0	RC
14	0.96	0.08	0.46	0.76	0.08	53	7.8	0.8	0.46	0	AM
15	0.94	0.08	0.48	0.74	0.09	53	7.8	0.7	0.47	0	AM
16	0.96	0.06	0.56	0.75	0.08	53	7.7	0.8	0.48	0	RC
17	1.00	0.05	0.47	0.72	0.08	54	7.8	0.8	0.53	0	RC
18	0.96	0.08	0.52	0.86	0.08	53	7.7	0.7	0.56	0	AM
19	1.00	0.07	0.56	0.80	0.08	53	7.7	0.9	0.58	0	AM
20	1.00	0.07	0.51	0.81	0.08	53	7.7	0.7	0.54	0	AM
21	1.00	0.07	0.52	0.80	0.09	53	7.7	0.8	0.53	0	KD
22	1.00	0.07	0.51	0.78	0.09	53	7.8	0.8	0.56	0	KD
23	0.99	0.07	0.53	0.83	0.08	53	7.8	0.8	0.54	0	AM
24	1.00	0.08	0.52	0.79	0.09	52	7.8	0.8	0.54	0	AM
25	0.96	0.07	0.53	0.81	0.09	54	7.8	0.8	0.59	0	KD
26	0.99	0.07	0.55	0.82	0.09	54	7.8	0.8	0.57	0	KD
27	0.90	0.07	0.58	0.74	0.09	54	7.8	0.7	0.59	0	KD
28	0.95	0.07	0.58	0.73	0.09	55	7.8	0.8	0.59	0	AM
29	1.00	0.08	0.56	0.76	0.08	56	7.8	0.8	0.58	0	AM
30	0.93	0.05	0.56	0.71	0.08	56	7.8	0.8	0.58	0	KD
										0	
AVG	0.97	0.07	0.51	0.77	0.08	53	7.8	0.8	0.53	0	
MAX	1.00	0.08	0.58	0.86	0.09	56	7.8	0.9	0.59	0	
MIN	0.90	0.05	0.45	0.71	0.07	49	7.7	0.7	0.45	0	



Terrance McGhee  
Manager of Water Operations



DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Apr-18

PER DAY AVERAGE 79,231,861

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-15	2,215,394,000	2,283,051,057	97.04%	\$10,744,660.90	\$8,705,273.68	649,444	0.03%	97.06%	\$4.85	\$3.813
Jun-15	2,196,780,000	2,266,453,659	96.93%	\$10,654,383.00	\$8,641,987.80	468,148	0.02%	96.95%	\$4.85	\$3.813
Jul-15	2,448,256,000	2,522,026,667	97.07%	\$11,874,041.60	\$9,616,487.68	6,454,619	0.26%	97.33%	\$4.85	\$3.813
Aug-15	2,723,202,000	2,807,092,033	97.01%	\$13,207,529.70	\$10,703,441.92	1,048,363	0.04%	97.05%	\$4.85	\$3.813
Sep-15	2,341,098,000	2,428,433,496	96.40%	\$11,354,325.30	\$9,259,616.92	870,425	0.04%	96.44%	\$4.85	\$3.813
Oct-15	2,188,762,000	2,250,656,585	97.25%	\$10,615,495.70	\$8,581,753.56	1,989,028	0.09%	97.34%	\$4.85	\$3.813
Nov-15	1,894,247,000	1,942,187,317	97.53%	\$9,187,097.95	\$7,405,560.24	1,150,890	0.06%	97.59%	\$4.85	\$3.813
Dec-15	1,953,066,000	2,011,680,976	97.09%	\$9,472,370.10	\$7,670,539.56	516,414	0.03%	97.11%	\$4.85	\$3.813
Jan-16	2,033,443,000	2,091,170,472	97.24%	\$9,862,198.55	\$7,973,633.01	862,718	0.04%	97.28%	\$4.85	\$3.813
Feb-16	1,888,296,000	1,941,985,366	97.24%	\$9,158,235.60	\$7,404,790.20	563,984	0.03%	97.26%	\$4.85	\$3.813
Mar-16	1,944,058,000	1,996,231,707	97.39%	\$9,428,681.30	\$7,611,617.24	6,400,732	0.32%	97.71%	\$4.85	\$3.813
Apr-16	1,984,449,000	2,039,789,593	97.29%	\$9,624,577.65	\$7,777,717.72	9,448,858	0.46%	97.75%	\$4.85	\$3.813
May-16	2,268,225,000	2,338,752,195	96.98%	\$10,887,480.00	\$8,917,662.12	274,300	0.01%	97.00%	\$4.80	\$3.813
Jun-16	2,454,342,000	2,529,910,244	97.01%	\$11,780,841.60	\$9,646,547.76	5,182,282	0.20%	97.22%	\$4.80	\$3.813
Jul-16	2,641,551,000	2,744,681,626	96.24%	\$12,679,444.80	\$10,465,471.04	585,600	0.02%	96.26%	\$4.80	\$3.813
Aug-16	2,533,936,000	2,608,237,398	97.15%	\$12,162,892.80	\$9,945,209.20	701,544	0.03%	97.18%	\$4.80	\$3.813
Sep-16	2,369,372,000	2,450,251,707	96.70%	\$11,372,985.60	\$9,342,809.76	6,309,731	0.26%	96.96%	\$4.80	\$3.813
Oct-16	2,060,379,000	2,130,675,122	96.70%	\$9,889,819.20	\$8,124,264.24	3,337,311	0.16%	96.86%	\$4.80	\$3.813
Nov-16	1,889,508,000	1,958,403,252	96.48%	\$9,069,638.40	\$7,467,391.60	9,473,395	0.48%	96.97%	\$4.80	\$3.813
Dec-16	2,041,053,000	2,106,979,512	96.87%	\$9,797,054.40	\$8,033,912.88	750,196	0.04%	96.91%	\$4.80	\$3.813
Jan-17	2,029,392,000	2,086,470,244	97.26%	\$9,741,081.60	\$7,955,711.04	650,780	0.03%	97.30%	\$4.80	\$3.813
Feb-17	1,780,930,000	1,839,102,439	96.84%	\$8,548,464.00	\$7,012,497.60	502,527	0.03%	96.86%	\$4.80	\$3.813
Mar-17	1,921,309,000	1,973,392,520	97.36%	\$9,222,283.20	\$7,524,545.68	6,065,580	0.31%	97.67%	\$4.80	\$3.813
Apr-17	1,924,126,000	1,983,669,593	97.00%	\$9,235,804.80	\$7,563,732.16	662,965	0.03%	97.03%	\$4.80	\$3.813
May-17	2,140,566,000	2,206,451,707	97.01%	\$10,445,962.08	\$8,413,200.36	379,600	0.02%	97.03%	\$4.88	\$3.813
Jun-17	2,572,903,000	2,661,987,535	96.65%	\$12,555,766.64	\$10,336,497.60	667,640	0.03%	96.68%	\$4.88	\$3.883
Jul-17	2,566,373,000	2,651,891,218	96.78%	\$12,523,900.24	\$10,297,293.60	1,208,200	0.05%	96.82%	\$4.88	\$3.883
Aug-17	2,612,422,000	2,708,475,467	96.45%	\$12,748,619.36	\$10,517,010.24	819,943	0.03%	96.48%	\$4.88	\$3.883
Sep-17	2,649,184,000	2,745,958,980	96.48%	\$12,928,017.92	\$10,662,558.72	4,256,488	0.16%	96.63%	\$4.88	\$3.883
Oct-17	2,162,489,000	2,234,875,921	96.76%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
TOTALS (1)	752,385,748,798	773,835,192,134	97.23%	\$1,485,243,535.85	\$1,343,227,190.21	772,637,989	0.10%	97.33%	\$1.97	\$1.736

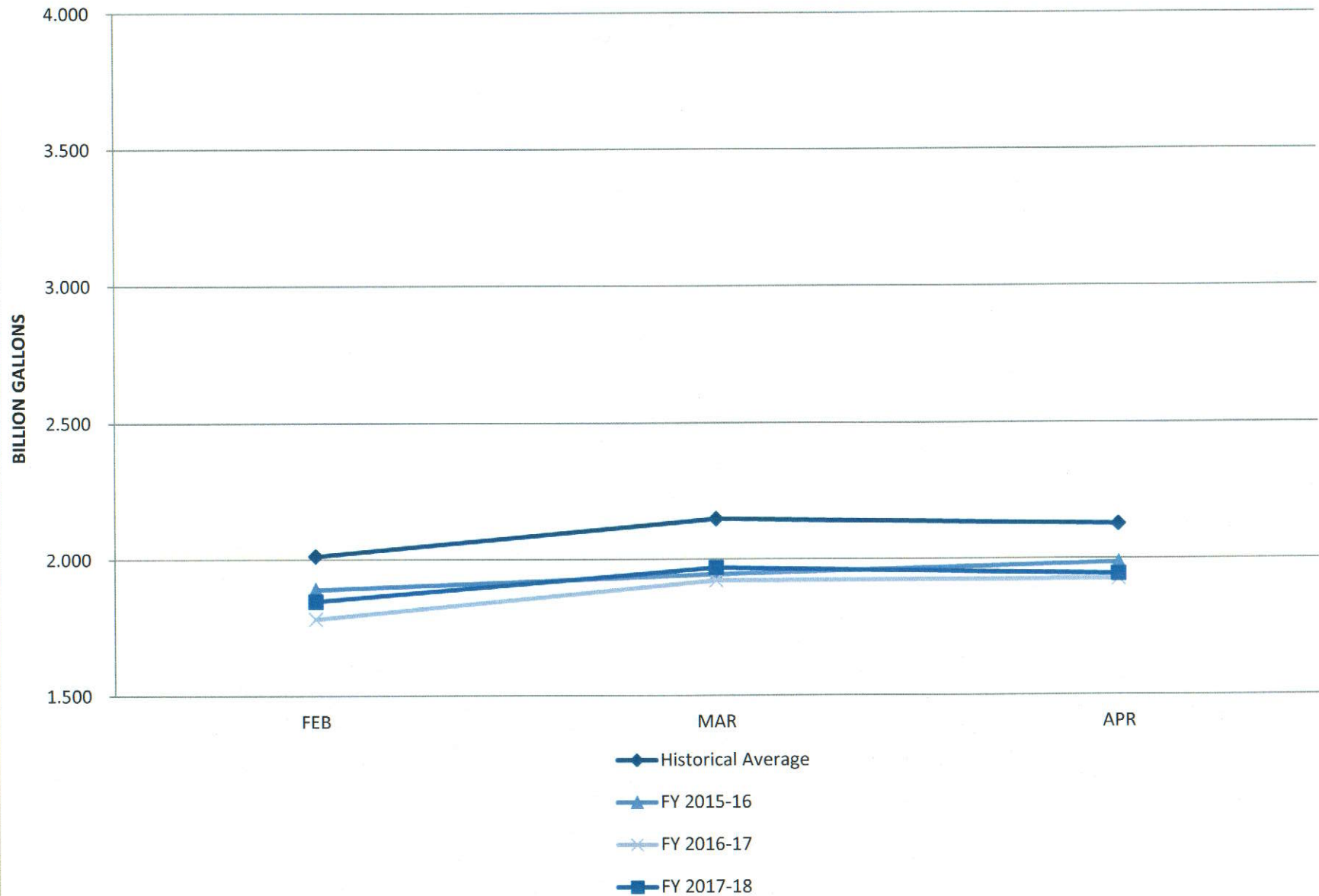
(1) - SINCE MAY 1, 1992

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

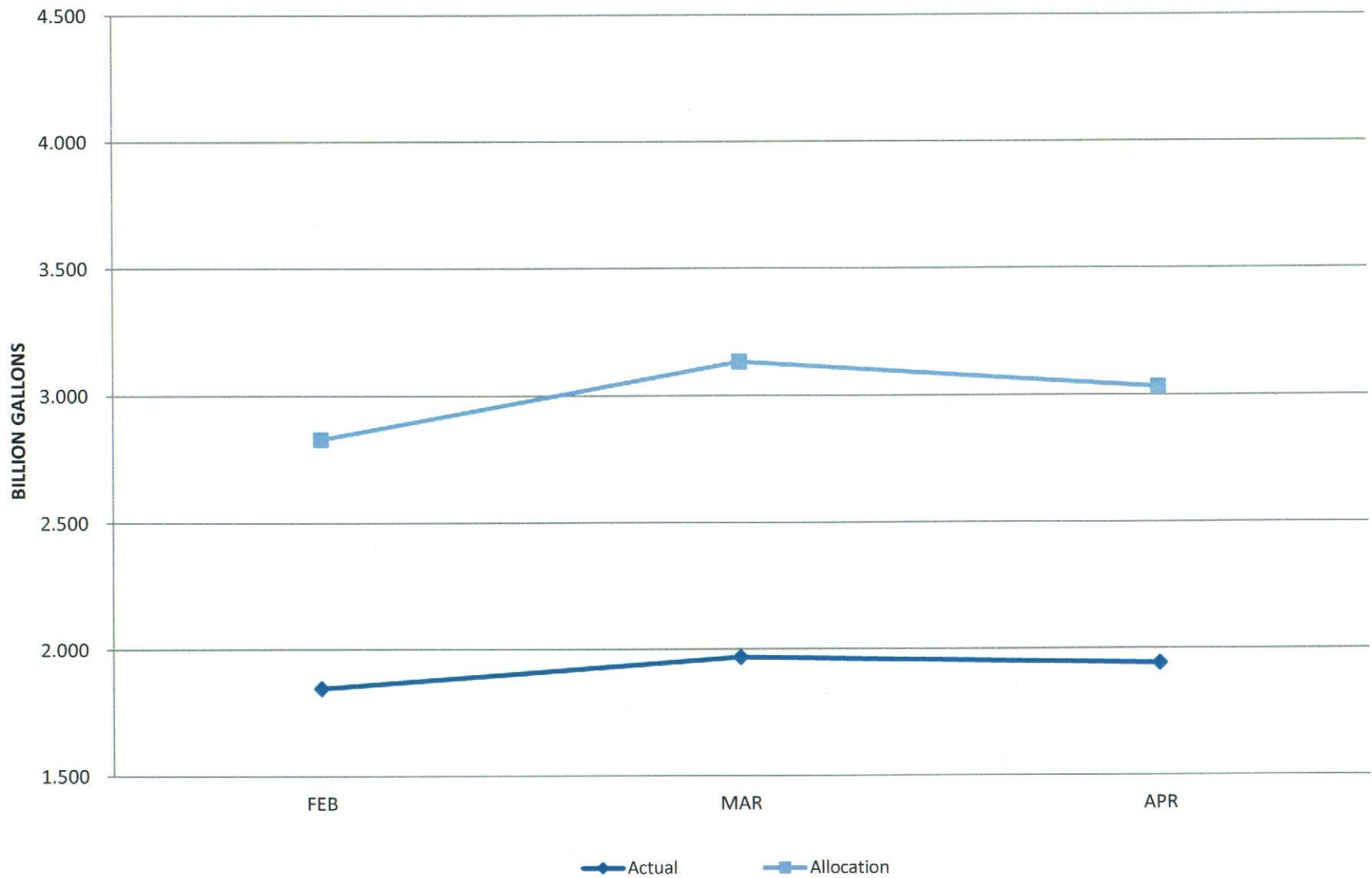
(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
Apr-17	25,914,123,000	26,750,525,852	96.87%	124,387,790	101,999,755				\$4.80	\$3.813
Apr-18	26,526,474,000	27,436,363,322	96.68%	129,449,193	106,380,947				\$4.88	\$3.877
	612,351,000	685,837,470		\$5,061,403	\$4,381,192					
	2.4%	2.6%		4.1%	4.3%					
Month										
Apr-17	1,924,126,000	1,983,669,593	97.00%	9,235,805	7,563,732				\$4.80	\$3.813
Apr-18	1,941,546,000	2,002,331,558	96.96%	9,474,744	7,775,053				\$4.88	\$3.883
	17,420,000	18,661,965		\$238,940	\$211,321					
	0.9%	0.9%		2.6%	2.8%					
Apr>Mar	(26,532,000)	(39,794,448)		(129,476)	(154,522)					

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




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



DATE: May 1, 2018

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the May 17, 2018 DuPage Water Commission Meeting (WAO 8.002)  Resolution No. R-12-18	<b>APPROVAL</b>	

Account Numbers: 01-60-771200

This project is being undertaken as a direct Engineer's recommendation found in the 2014/2015 Condition Assessment. The existing interior and exterior lighting fixtures at the DuPage Pumping Station have exceeded their useful life cycle and have been recommended to be replaced with energy efficient LED fixtures.

Staff solicited quotes from two separate governmental cooperative purchasing agency vendors for replacement energy efficient LED lighting fixtures. W.W. Grainger is the lowest price provider at an estimated cost of \$200,000.00. ComEd Energy Efficiency Rebate is estimated at \$17,800.00. Installation labor services for the LED fixtures would be provided by the Commission's QRE Contractor below and some by staff.

The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-12-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

**Work Authorization Order No. 002:** This work authorization is for electrical labor services to replace existing interior and exterior lighting fixtures at the DuPage Pumping Station with energy efficient LED fixtures.

Proposals were received from both QRE-8/17 electrical contractors. Of the two quotes received, the quote of McWilliams Electric was found to be the lowest and most favorable to the interests of the Commission.

QRE Contractor	Estimated Cost
McWilliams Electric Co., Inc.	\$ 187,140.00
Volt Electric, Inc.	\$ 223,957.35

This project was included in the FY-18/19 Management Budget as a Capital Improvement.

Approval of Resolution R-12-18 would approve Work Authorization Order No. 002 for electrical labor services by McWilliams Electric for the replacement of existing lighting fixtures at the DuPage Pumping Station with LED fixtures at an estimated cost of \$187,140.00.

**MOTION:** To adopt Resolution No. R-12-18.

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-12-18

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

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

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

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

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

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

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

Resolution No. R-12-18

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

## WORK AUTHORIZATION ORDER

SHEET 1 OF 2

### CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

#### **PROJECT: QRE-8.002**

#### **LOCATION:**

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

#### **CONTRACTOR:**

McWilliams Electric Co., Inc.

#### **DESCRIPTION OF WORK:**

Labor service to replace interior and exterior lighting fixtures with energy efficient LED fixtures at the DuPage Pumping Station, install sensors and switches and properly dispose of old fixtures and bulbs.

#### **REASON FOR WORK:**

The existing interior and exterior lighting fixtures at the DuPage Pumping Station have exceeded their useful life cycle.

#### **MINIMUM RESPONSE TIME:**

None

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

LED lighting fixtures  
LED retrofit kits  
LED blubs  
Occupancy sensors  
Light switches



THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

None

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

None

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

None

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

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

DATE: \_\_\_\_\_

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the May 17, 2018, DuPage Water Commission Meeting</p> <p>Resolution No. R-13-18</p>	<b>APPROVAL</b>	
Account Number: 01-60-663100			
<p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-13-18 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>			
<p><b>Work Authorization Order No. 06 to John Neri Construction Co., Inc.</b> This work authorization was issued and the work was completed, prior to board approval. It was necessary to patch failing pavement and to replace blow off frames and lids located at Bloomingdale Road and North Ave in the City of Glendale Heights and at Freedom Drive and Warrenville Road in the City of Lisle.</p>			
<p>The pavement patching work was necessary because Commission owned frames, lids and/or the manhole adjusting rings located within the pavements had broken. Once broken, the frames and lids become unstable and tend to "rock" on top of the valve vault, causing the surrounding pavement to fracture.</p>			
<p>The general scope of the work included the removal and "in kind" replacement of the existing pavements and the removal and replacement of the damaged frames, lids and adjusting rings.</p>			
<p>Approval of Resolution R-13-18 would ratify Work Authorization Order Number 6 to John Neri Construction Co., Inc. for the work necessary to remove and replace two blow off frames and lids and for "in kind" pavement removal and replacement located at Bloomingdale Road and North Avenue in the City of Glendale Heights and at Freedom Drive and Warrenville Road in the City of Lisle.</p>			
<p>The cost of this work is not known but is expected to be \$ 21,000.00.</p>			
<b>MOTION:</b> To adopt Resolution No. R-13-18			

The approval section contains three handwritten marks: a signature on the left, a signature on the right, and the initials 'CAP' below the right signature.

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R- 13-18

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE  
MAY 17, 2017 DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QR-10/13: QUICK RESPONSE CONTRACT**

**WORK AUTHORIZATION ORDER NO.: QR-11.006**

**LOCATION:**

- 1) Bloomingdale Road and North Avenue in the City of Glendale Heights.
- 2) Freedom Drive and Warrenville Road in the City of Lisle.

**CONTRACTOR:**

John Neri Construction Co., Inc.

**DESCRIPTION OF WORK:**

All work shall be performed in accordance with and to the satisfaction of the permitting highway authority including; providing and maintaining traffic and pedestrian controls; pavement removal and replacement, removal and disposal of the existing frames, lids and adjusting rings, and placement of new Commission provided frames and lids.

**REASON FOR WORK:**

To remove and replace blow off frames and lids and patch failed pavement.

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY WORK

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

N/A

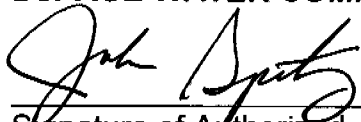
**SUBMITTALS REQUESTED:**

N/A

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

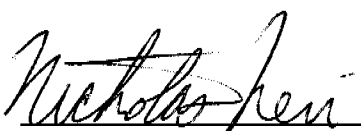
N/A

**DUPAGE WATER COMMISSION**

By:   
Signature of Authorized Representative

DATE: 4-24-18


**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

By:   
Signature of Authorized Representative

Safety Rep: Anthony Neri 630 514-1778  
Name and 24-Hr Phone No.

DATE: 4/26/18

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b> Facilities Construction/Safety Coordinator						
<b>ITEM</b> A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the May 17, 2018, DuPage Water Commission Meeting  Resolution No. R-14-18	<b>APPROVAL</b>  						
<p>Account Numbers: 01-60-761000 (Estimated not-to-exceed \$29,000.00)</p> <p>The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-14-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:</p> <p><b>Work Authorization Order No. 003:</b> This Work Authorization is to Volt Electric, Inc., for the installation of Commission supplied temperature monitoring sensors and the Contractor providing and installing various conduits, raceways, cabinets and associated wiring on the roofs of Standpipes No. 1 in Roselle, No. 3 in Naperville and No. 4E in Lisle Township.</p> <p>With the installation of the PAX mixers and the completion of Standpipe Rehabilitation at these tank sites to help maintain water quality, Staff wishes to have installed five (5) temperature probes, at varying elevations, in each of the three standpipes. The probes will assist Staff in determining the uniformity of mixing inside the standpipes since the installation of the mixers. Staff will be providing ground-level assistance to the Contractor and SCADA system programming services for data gathering and reporting.</p> <p>Proposals were received from both QRE-8/17 electrical contractors and their estimates are listed below.</p> <table border="0" data-bbox="178 1596 974 1732"> <thead> <tr> <th><u>QRE Contractor</u></th> <th><u>Estimate</u></th> </tr> </thead> <tbody> <tr> <td>McWilliams Electric Co., Inc.</td> <td>\$27,970.00</td> </tr> <tr> <td>Volt Electric, Inc.</td> <td>\$27,653.00</td> </tr> </tbody> </table> <p>The work will be billed at time and material, estimated not-to-exceed \$29,000.00.</p>		<u>QRE Contractor</u>	<u>Estimate</u>	McWilliams Electric Co., Inc.	\$27,970.00	Volt Electric, Inc.	\$27,653.00
<u>QRE Contractor</u>	<u>Estimate</u>						
McWilliams Electric Co., Inc.	\$27,970.00						
Volt Electric, Inc.	\$27,653.00						
<p><b>MOTION:</b> To adopt Resolution No. R-14-18.</p>							



## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-14-18

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

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

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

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

# WORK AUTHORIZATION ORDER

SHEET 1 OF 2

## CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

### **PROJECT: QRE-8.003**

#### **LOCATION:**

Standpipe No. 1 – Roselle  
Standpipe No. 3 – Naperville  
Standpipe No. 4E – Lisle Township

#### **CONTRACTOR:**

Volt Electric Inc.

#### **DESCRIPTION OF WORK:**

Provide and install low-voltage standpipe temperature monitoring systems at three separate tank sites as per Volt Electric proposal B5585 dated May 2, 2018.

#### **REASON FOR WORK:**

The temperature monitoring systems will assist Staff in determining the uniformity of mixing inside the standpipes since the installation of the mixers.

#### **MINIMUM RESPONSE TIME:**

30 days after acceptance.

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

Quantity of 15 pre-purchased temperature probes at varying lengths, including probe weights and termination boards.

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

IS  IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

None

**SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:**

None

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

Drawings of Record are available for inspection should the Contractor wish to review.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

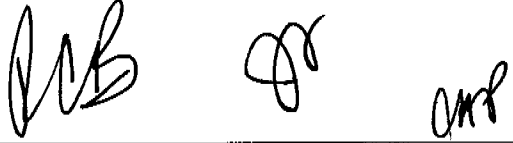
**CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:**

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

DATE: \_\_\_\_\_

DATE: May 10, 2018

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18)  Resolution No. R-15-18	<b>APPROVAL</b>  	
Account Number: 01-60-771500 (No Cost for This Action)			
Resolution No. R-15-18 would authorize advertisement for bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
<b>MOTION:</b> To approve Resolution No. R-15-18.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-15-18

**A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS  
ON A CONTRACT FOR THE CONSTRUCTION OF BARTLETT METER STATION 30A  
(Contract MS-21/18)**

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

**SECTION ONE:** **Advertisement for Bids.** The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of Bartlett Meter Station 30A—Contract MS-21/18" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

**SECTION THREE:** **Requirements for Bidding.** Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "General Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

**SECTION FOUR:** **Awarding of Contract.** The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General

Resolution No. R-xx-18

Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-15-18.doc



EXHIBIT A

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**BARTLETT METER STATION 30A**  
**CONTRACT MS-21/18**

**INVITATION FOR BIDDER'S PROPOSALS**

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

**ENGINEER:** Greeley and Hansen, LLC  
100 South Wacker Drive  
Suite 1400  
Chicago, Illinois 60606-4003

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Construction of a metering station including substructures, superstructures, piping, valving, meters, electrical, instrumentation, architectural finishes and appurtenances, together with approximately [XX] lineal feet of 30-inch diameter watermain, [XX] lineal feet of 24-inch diameter watermain, and connections to existing watermains, site work, and restoration, for a complete and operating installation ("Meter Station 30A").

The Work shall be performed at the following Work Site:

From a connection to Owner's existing 30" West Transmission Main near 1150 Bittersweet Drive to a point approximately [XX] feet west of said connection on Bittersweet Drive in the Village of Bartlett, DuPage County, Illinois.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

4. **The Contract**

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;

## INVITATION

- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

### 5. **Inspection and Examination**

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract are available at the office of Engineer. A copy of the Bidding Documents and the Contract may be purchased at the office of the Engineer upon payment of **[\$TBD]** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall make arrangements with the Engineer to cover the cost of postage and handling.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

### 6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **[Time TBD]** a.m., local time, **[Date TBD]**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

### 7. **Bid Security, Bonds, and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a

## INVITATION

Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this [date] day of [month], 2018.

**DUPAGE WATER COMMISSION**

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

EXHIBIT B

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**BARTLETT METER STATION 30A**  
**CONTRACT MS-21/18**

**GENERAL INSTRUCTIONS TO BIDDERS**

**1. Examination of Bidding Documents, Contract, and Work Site**

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

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C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance



## GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

### 2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bidding Documents or the Contract, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

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### 3. Calculation of Unit Price Proposals and Compensation

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

### 4. Prevailing Wages

The work under the Contract is "public works" as defined by the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Pursuant to the Act, the Contractor awarded the Contract shall pay not less than the prevailing rate of wages, as determined by the Owner and as amended from time to time, for similar work in the locality in which the Work is to be performed to all laborers, mechanics, and workers and shall comply with all other requirements of the Act. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in this Bid Package. The prevailing rates of wages are revised periodically by the Illinois Department of Labor and are available on the Department's official website.

### 5. Taxes and Benefits

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder. The successful Bidder shall be required to reimburse Owner for any such taxes paid.

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Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

### 6. Permits and Licenses

Except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

### 7. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank, except as may be otherwise provided in the Special Instructions to Bidders included in this Bid Package.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for by the Bidding Documents may be rejected or interpreted so as to be most favorable to Owner.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

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Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 8. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

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- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information

## GENERAL INSTRUCTIONS

requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Most Favorable Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### 10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

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Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 11. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

### 12. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### 13. Public Opening of Bidder's Proposals

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

### 14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital,

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facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

### 15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.



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C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

### 16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

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B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing expressly rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 17. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### 18. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth Day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in

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Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract Agreement until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

### 19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

### 20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

**BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.**

**BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK OR ANY PORTION THEREOF.**

## GENERAL INSTRUCTIONS

### 21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**BARTLETT METER STATION 30A**  
**CONTRACT MS-21/18**

**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Special Bidding Considerations**

A. Materials, Equipment and Services to be Furnished by Owner. Bidders are specifically instructed to note the materials, equipment, supplies and services to be furnished by Owner, as set forth in Subsections [XX] and [XX] of the Special Conditions of Contract included in this Bid Package, and to exclude such costs from their Price Proposal accordingly

**2. Special Construction Considerations**

A. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner shall obtain the necessary permits from the Illinois Environmental Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices, and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. See Sections 1.1 and 6.11 of the Contract Agreement included in this Bid Package. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved. See Article I of the Contract Agreement and Article I of the General Conditions of Contract included in this Bid Package.

The following Persons have been contacted in reference to the above:

**[TO BE DEVELOPED BY ENGINEER]**

It is the successful Bidder's responsibility to confirm or establish all such agencies and their requirements, especially in relationship to bonding, insurance, permits and traffic control and protection.

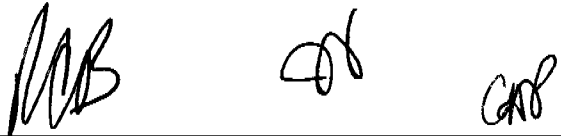
B. Work Site Access and Construction Operations. Access to the Work Site and construction operations are limited as set forth in Subsection 1D of the Special

## SPECIAL INSTRUCTIONS

Conditions to Contract included in this Bid Package. Bidders are to familiarize themselves with the Work Site. If additional access or construction operation areas are needed, the successful Bidder shall be required to make such arrangements, at its own cost, with the appropriate Person or Persons.

C. Special Conditions of Contract. The Special Conditions of Contract delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between the Owner and the various property owners on whose property the Work is to be performed and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the Work Site. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether separately specified in the Special Conditions of Contract or not. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Authorizing the General Manager to Purchase an Intelligent Key Security System through U.S. Government Purchasing Cooperative: GSA Contract GS-07F-0611X at the May 17, 2018, DuPage Water Commission Meeting  Resolution No. R-16-18	<b>APPROVAL</b>  	
<p>Account Numbers: 01-60-772000 (\$129,090.83)</p> <p>Since original construction of Commission facilities being placed into operation, the Commission has maintained the same four (4) keying systems with varying grand-master security profiles, and it would be safe to assume that several grand-master keys may have been misplaced by employees, contractors or vendors which has potentially created a security vulnerability.</p> <p>Commission Staff has investigated various keying systems and has determined that an intelligent keying system would be the most beneficial for the needs of the Commission.</p> <p>An intelligent key system replaces a typical 6-pin or laser cut key and mortise cylinder with an electronic mortise cylinder and a programmable electronic key. The electronic cylinders are addressed, and the keys are programmed to allow specific users specific access rights to specific cylinders at specific schedules as individually assigned. Should an intelligent key be lost or stolen, the access rights for that key would either expire or be reprogrammed to render the key useless.</p> <p>Staff further assessed intelligent keying systems and have concluded that the Medeco XT system offers the most options, flexibility and future expandability.</p> <p>The method Staff is recommending for the purchase of Medeco XT keying system parts, installation and programming is through a U.S. Government Purchasing Cooperative: GSA Advantage, FSC Group 84: Law Enforcement and Security Equipment: Contract GS-07F-0611X vendor; Oak Security Group, LLC of Indianapolis, Indiana. Oak Security Group has arranged for the installation work with a DuPage County area prevailing wage contractor, Action Lock and Key from Roselle, under the terms of the GSA Advantage contract.</p> <p>This item has been included in the Five-Year Capital Improvement Plan and approved in the Fiscal Year 2018/2019 Management Budget.</p>			
<p><b>MOTION:</b> To adopt Resolution No. R-16-18.</p>			



DUPAGE WATER COMMISSION

RESOLUTION NO. R-16-18

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE AN INTELLIGENT KEY SECURITY SYSTEM THROUGH A U.S. GOVERNMENT PURCHASING COOPERATIVE: GSA CONTRACT GS-07F-0611X AT THE MAY 17, 2018, DUPAGE WATER COMMISSION MEETING

WHEREAS, The DuPage Water Commission's existing Lock and Key Security Systems have been in place since original construction and are subject to vulnerabilities; and

WHEREAS, The DuPage Water Commission Staff has investigated and assessed various replacement high security Lock and Key Systems; and

WHEREAS, The DuPage Water Commission Staff is recommending the purchase and installation of the Medeco XT high security Lock and Key Systems; and

WHEREAS, The DuPage Water Commission has investigated various means and methods to purchase and install Medeco XT high security Lock and Key Systems; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission, based on the representations of Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase and install the Medeco XT high security Lock and Key Systems for the DuPage Water Commission through a U.S. Government Purchasing Cooperative: GSA Advantage Contract GS-07F-0611X with Oak Security Group, LLC, for an estimated cost of \$129,090.83;

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

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

SECTION TWO: That the General Manager is here by granted the authority to purchase and install the Medeco XT high security Lock and Key Systems for the DuPage Water Commission through a U.S. Government Purchasing Cooperative: GSA Advantage Contract GS-07F-0611X with Oak Security Group, LLC, for an estimated cost of \$129,090.83, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk