



# DuPage Water Commission

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

## AGENDA

**ENGINEERING & CONSTRUCTION COMMITTEE**  
**THURSDAY, JUNE 20, 2019**  
**6:00 P.M.**

## COMMITTEE MEMBERS

J. Fennell, Chair  
D. Bouckaert  
F. Saverino  
J. Zay

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

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

**RECOMMENDED MOTION: To approve the Minutes of the April 18, 2019 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.**

- III. Report of Status of Construction/Operations
- IV. **R-18-19:** A Resolution Approving a First Amendment to Task Order No. 9 under a Master Contract with AECOM Technical Services **(Increase in Not-To-Exceed Cost from \$15,000.00 to \$35,000.00)**
- V. **R-19-19:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Carollo Engineering, Inc. **(Task Order No. 1 \$883,434.00)**
- VI. **R-20-19** A Resolution Approving and Ratifying Certain Contract Change Orders for the Construction of the Bartlett Meter Station 30A (Contract MS-21/19) **(JJ Henderson and Son, Inc. – Change Order No. 1 Net Increase of \$36,457.00)**
- VII. **R-21-19** A Resolution Directing Advertisement for Bids on a Contract for the DPPS Sodium Hypochlorite Facility Improvements (Contract PSD-8/19) **(No Cost This Action)**
- VIII. Old Business
- IX. Other
- X. Adjournment

Agendas\Engineering\2019\Eng1906.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 THE MEETING OF THE  
ENGINEERING & CONSTRUCTION COMMITTEE  
OF THE DuPAGE WATER COMMISSION  
HELD ON THURSDAY, APRIL 18, 2019  
600 EAST BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Committee members in attendance: D. Bouckaert, J. Fennell, and F. Saverino

Committee members absent:

Also in attendance: E. Kazmierczak, T. McGhee, J. Schori, A. Stark and M. Weed.

Commissioner Bouckaert moved to approve the Minutes of the March 21, 2019 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Saverino unanimously approved by a roll vote.

Ayes: D. Bouckaert, J. Fennell, and F. Saverino

Nays: None

Absent None

Manager of Operations McGhee gave an oral summary of the Status of Operations report dated April 10, 2019 during which time he highlighted the Commission's water conservations program presentations to local Schools, Cub Scouts, Girl Scouts, and the Elmhurst Cool City's.

Regarding the Village of Bartlett water service, Manager of Operations McGhee advised the Committee that Benchmark Construction has completed all the pipework and is the process of flushing the lines. He also advised the JJ Henderson has completed approximately 90% of the Bartlett connection.

Regarding R-14-19 Manager of Operations McGhee advised the Committee that this item is a request a time extension and reduction in retention to the TW3 Bartlett Supply line Contract.

Regarding R-15-19, Manager of Operations McGhee advised the Committee that this item is a request for a Contract extension with John Neri Construction and Rossi Construction for Quick response repair work. Both contractors will honors the terms of the existing contract for a two year extension.

Regarding R-16-19 Manager of Operations McGhee advised the Committee that this item is a request to approve a Task Order with AECOM to complete a Risk Assessment and Emergency Response Plan that is compliant with the America's Water Infrastructure Act.

Engineering Committee Minutes 04/18/2019

Regarding R-17-19 Manager of Operations McGhee advised the Committee that this item is a request to approve a Work Authorization with McWilliams Electric Co. to repair a damaged antenna a one of our remote facilities.

Manager of Operations McGhee advised the Committee of a Request for Board Action to approve a contract for Employee uniforms with Villa Park Electrical Suppl Co.

Chairman Saverino inquired as the quality of employment candidates since the Commission adjusted the starting wage scale. Manager of Operations McGhee advised the committee that staff has recently hired three employees and were very satisfied with the applicants.

Chairman Fennell inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Bouckaert moved to recommend approval of items 4 through 8 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Saverino unanimously approved by a roll call vote.

Ayes: D. Bouckaert, J. Fennell, and F. Saverino

Nays: None

Absent None

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

With no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:10 P.M. Motion seconded by Commissioner Saverino and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, J. Fennell, and F. Saverino

Nays: None

Absent None

SP2013/MINUTES/ENGINEERING/2019/ENG190418.doc



# 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 8, 2019

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of April were a total of 1.88 billion gallons. This represents an average day demand of 62.9 million gallons per day (MGD), which is lower than the April 2018 average day demand of 64.8 MGD. The maximum day demand was 67.6 MGD recorded on April 21, 2019, which is lower than the April 2018 maximum day demand of 69.8 MGD. The minimum day flow was 57.5 MGD.

The Commission's recorded total precipitation for the month of April was 5.68 inches compared to 2.72 inches for April 2018. The level of Lake Michigan for April 2019 is 580.6 (Feet IGLD 1985) compared to 580.0 (Feet IGLD 1985) for April of 2018.

### Water Conservation

Ongoing: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. The Village of Westmont's contractor is scheduled to start and complete the concrete work this spring. Concrete pouring will be starting in the next few weeks for the permeable pavers. Brick will likely be installed late-spring, early summer. All underground work, including the installation of the cistern, has been completed.

Memos have been added to dpwc.org on the following items:

- An Elmhurst Girl Scout Troop attended a presentation and tour on May 3<sup>rd</sup>.
- SCARCE set up a tour and presentation with Elmhurst Cool Cities and garden club on May 7<sup>th</sup>.

A SCARCE teacher tour and presentation is scheduled for June 24<sup>th</sup>.

**Bartlett Water Service**

The Bartlett Transmission Main, the Bartlett Metering Station, the Village of Bartlett's Receiving Facilities and the Village of Bartlett's Water Main extension has been flushed, disinfected and de-chlorinated. Bacteriological sampling was completed on May 7<sup>th</sup> and 8<sup>th</sup>.

The Village of Bartlett has tentatively scheduled a Lake Michigan Water dedication ceremony to be held on June 4<sup>th</sup> at 5:00 PM. Details are yet to be finalized.

Benchmark is working on restoration and punch-list items for the TW-3 pipeline project.

Construction of Bartlett Meter Station 30A by the contractor, J.J. Henderson and Sons, Inc. is approximately complete except for punch-list items and some O&M documentation.

**Instrumentation / Remote Facilities Overview**

Instrumentation staff continues with routine inspections and repairs of remote facilities.

**Pipeline Maintenance and Construction Overview**

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

**Capital Improvement Program**

Ongoing: CDM Smith has commenced engineering services for DuPage Pump Station and Administration Buildings rehabilitation which includes replacement of the Curtain Wall, replacement of the walls which surround the Commonwealth Edison Yard, and to remediate groundwater penetration through the West Discharge Tunnel.

Ongoing: Greeley and Hansen have commenced engineering services for DuPage Pump Station Disinfection Facilities rehabilitation which includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions.

Ongoing: Knight E/A. Inc. has commenced engineering services for DuPage Pump Generation Facilities HVAC which includes upgrading of Equipment Room and Mechanical Room cooling, adding humidification to work spaces and modifying rooftop access for maintenance purposes. Preliminary air and water testing and balance work has been completed.

Ongoing: Strand Associates, Inc. has commenced engineering services for Tank Site and Meter Station site rehabilitation which includes replacement and safety upgrading of control

vault structures, improve overland drainage, rehabilitate and improve security fencing and the rehabilitation and addition of paved surfaces.

**Attachments**

1. DuPage Laboratory Bench Sheets for April 2019
2. Water Sales Analysis 01-November-2014 to 30 April 2019
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

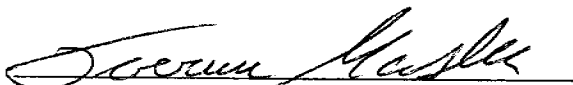
<http://sp2013/Status%20of%20Operations/2019/190508.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR APRIL 2019

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub>	TURBIDITY	PO <sub>4</sub>	FREE CL <sub>2</sub>	TURBIDITY	TEMP	pH	Fluoride	PO <sub>4</sub>	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	0.94	0.06	0.53	0.80	0.10	53	7.8	0.8	0.56	0	KD
2	0.96	0.06	0.55	0.82	0.10	53	7.8	0.9	0.55	0	KD
3	1.00	0.06	0.54	0.84	0.10	54	7.8	0.8	0.57	0	KD
4	1.00	0.07	0.56	0.84	0.10	53	7.8	0.9	0.54	0	AM
5	1.00	0.07	0.56	0.77	0.10	54	7.8	0.8	0.56	0	AM
6	1.00	0.07	0.55	0.75	0.11	54	7.8	0.8	0.55	0	KD
7	1.00	0.07	0.56	0.78	0.09	55	7.8	0.9	0.52	0	KD
8	0.95	0.07	0.54	0.81	0.10	53	7.8	0.9	0.57	0	AM
9	0.98	0.08	0.51	0.80	0.10	53	7.8	0.8	0.53	0	AM
10	0.99	0.07	0.52	0.81	0.10	54	7.8	0.9	0.54	0	KD
11	0.92	0.06	0.54	0.73	0.10	53	7.8	0.9	0.54	0	KD
12	0.92	0.09	0.59	0.74	0.09	52	7.8	0.9	0.53	0	KD
13	0.95	0.09	0.54	0.80	0.09	53	7.8	1.0	0.56	0	CT
14	0.95	0.06	0.54	0.81	0.09	54	7.9	1.0	0.56	0	CT
15	0.93	0.06	0.54	0.81	0.10	54	7.8	0.9	0.56	0	KD
16	0.92	0.07	0.58	0.82	0.09	53	7.9	0.9	0.58	0	KD
17	0.96	0.06	0.55	0.84	0.09	53	7.7	0.9	0.57	0	CT
18	1.00	0.06	0.53	0.82	0.09	55	7.7	0.9	0.60	0	CT
19	0.92	0.06	0.56	0.84	0.11	56	7.7	0.9	0.54	0	CT
20	0.96	0.06	0.57	0.97	0.06	55	7.7	1.0	0.56	0	RC
21	1.00	0.06	0.60	0.92	0.05	55	7.7	0.9	0.61	0	RC
22	0.94	0.06	0.55	0.80	0.07	53	7.7	0.9	0.57	0	CT
23	0.94	0.08	0.60	0.82	0.08	51	7.7	0.9	0.58	0	CT
24	1.00	0.06	0.57	0.97	0.07	50	7.7	1.0	0.55	0	RC
25	0.89	0.06	0.58	0.88	0.07	51	7.7	1.0	0.55	0	RC
26	0.88	0.06	0.55	0.82	0.06	52	7.7	0.9	0.59	0	RC
27	0.95	0.06	0.53	0.84	0.07	52	7.7	1.0	0.53	0	CT
28	0.90	0.09	0.53	0.82	0.09	52	7.7	0.9	0.54	0	CT
29	0.96	0.07	0.56	0.91	0.08	52	7.7	1.0	0.54	0	RC
30	0.95	0.09	0.54	0.92	0.06	53	7.7	1.0	0.54	0	RC
										0	
AVG	0.96	0.07	0.55	0.83	0.09	53	7.8	0.9	0.56	0	
MAX	1.00	0.09	0.60	0.97	0.11	56	7.9	1.0	0.61	0	
MIN	0.88	0.06	0.51	0.73	0.05	50	7.7	0.8	0.52	0	

  
Terrance McGhee  
Manager of Water Operations

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 30-Apr-19

PER DAY AVERAGE 78,888,495

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	2,011,680,978	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	2,208,451,707	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	2,681,987,535	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	\$8,508,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,185,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.28	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
TOTALS (1)	777,919,452,798	800,283,947,822	97.21%	\$1,611,380,033.86	\$1,447,372,946.21	802,486,974	0.10%	97.31%	\$2.07	\$1.809

(1) - SINCE MAY 1, 1992

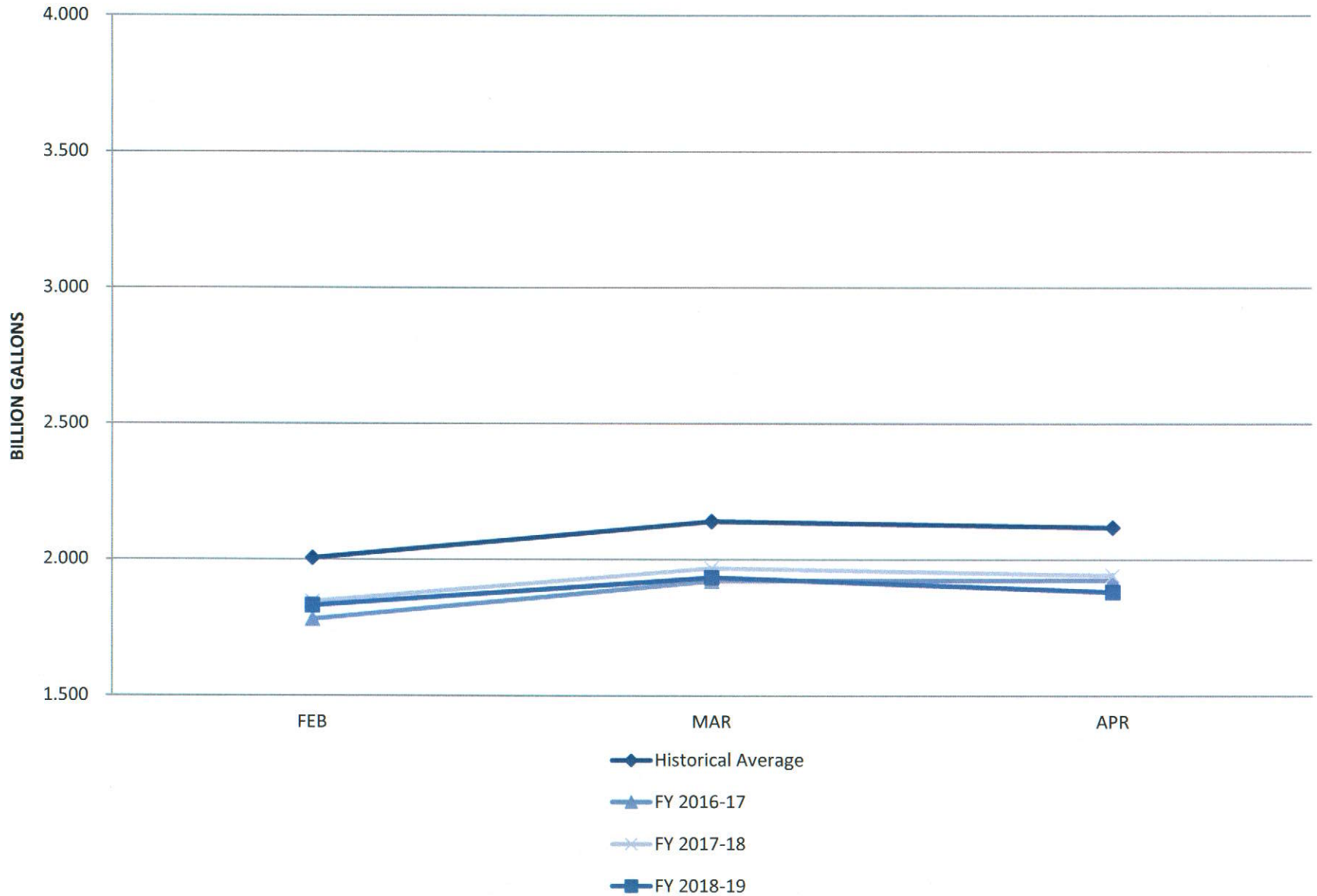
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

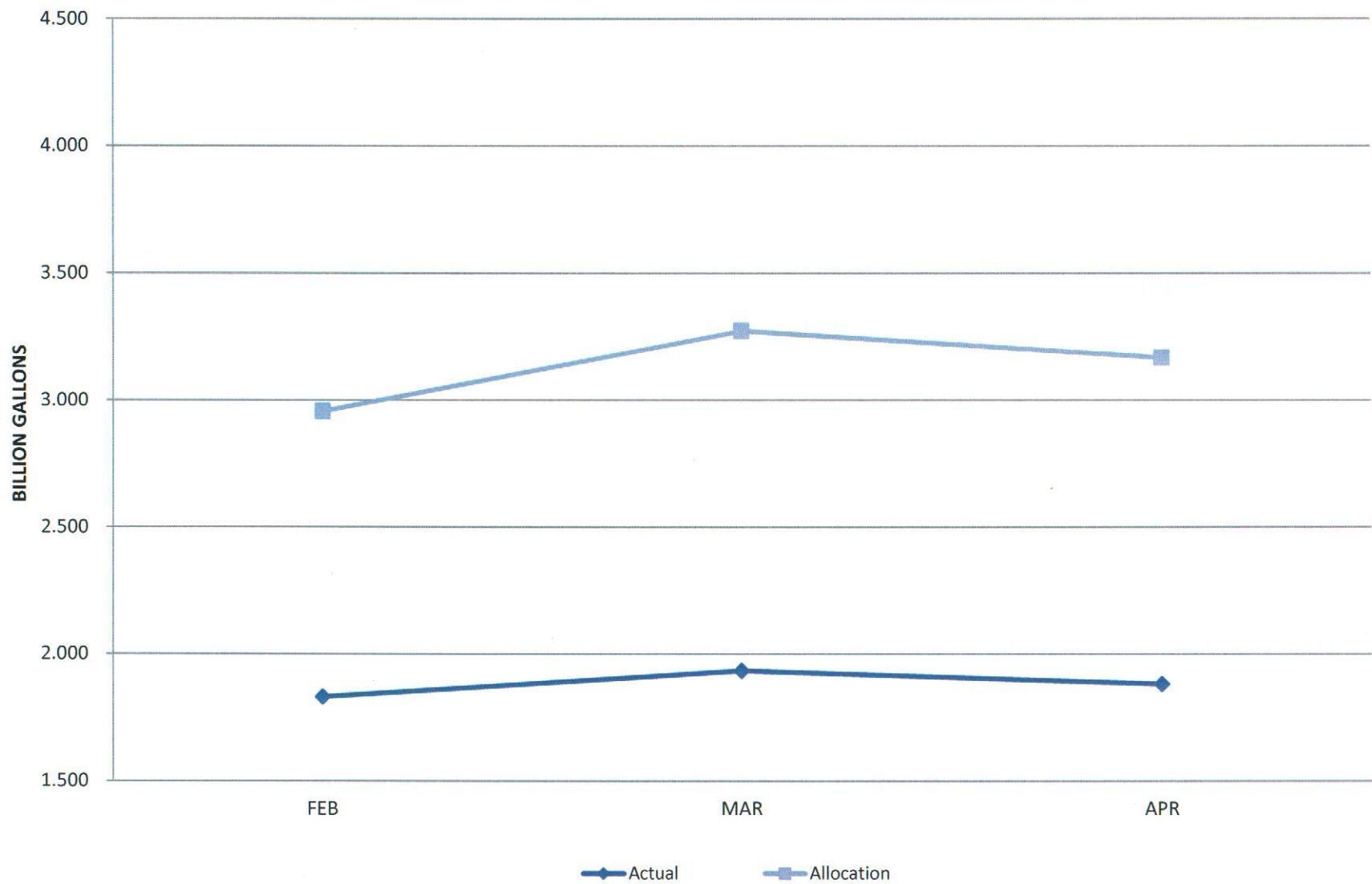
YTD										
Apr-18	26,526,474,000	27,436,363,322	96.88%	129,449,193	106,380,947				\$4.88	\$3.877
Apr-19	25,533,704,000	26,448,755,688	96.54%	126,136,498	104,145,756				\$4.94	\$3.938
	(992,770,000)	(987,607,634)		(\$3,312,695)	(\$2,235,191)					
	-3.7%	-3.6%		-2.6%	-2.1%					
Month										
Apr-18	1,941,546,000	2,002,331,558	96.96%	9,474,744	7,775,053				\$4.88	\$3.883
Apr-19	1,881,569,000	1,955,726,241	96.21%	9,294,951	7,711,429				\$4.94	\$3.943
	(59,977,000)	(46,605,317)		(\$179,794)	(\$63,625)					
	-3.1%	-2.3%		-1.9%	-0.8%					
Apr-Mar	(52,389,000)	(37,395,385)								



## DU PAGE WATER COMMISSION SALES FY 2018-19, 2017-18 & 2016-17 VS. HISTORICAL AVERAGE



## DU PAGE WATER COMMISSION SALES FY 2018-19 VS. ALLOCATION





# DuPage Water Commission

## MEMORANDUM

TO: John Spatz  
General Manager

FROM: Terry McGhee  
Manager of Water Operations

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

DATE: June 12, 2019

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of May were a total of 2.01 billion gallons. This represents an average day demand of 67.7 million gallons per day (MGD), which is lower than the May 2018 average day demand of 74.0 MGD. The maximum day demand was 74.5 MGD recorded on May 15, 2019, which is lower than the May 2018 maximum day demand of 93.7 MGD. The minimum day flow was 60.1 MGD.

The Commission's recorded total precipitation for the month of May was 8.25 inches compared to 8.21 inches for May 2018. The level of Lake Michigan for May 2019 is 581.3 (Feet IGLD 1985) compared to 580.5 (Feet IGLD 1985) for May of 2018.

### Water Conservation

Ongoing: Staff worked with the Villages of Clarendon Hills and Westmont on the design of the Richmond Education Gardens & Apiary underground cistern system that the Commission helped sponsor. The Village of Westmont's contractor is scheduled to start and complete the concrete work this spring. Concrete pouring will be starting in the next few weeks for the permeable pavers. Brick will likely be installed late-spring, early summer. All underground work, including the installation of the cistern, has been completed.

A SCARCE teacher tour and presentation is scheduled for June 24<sup>th</sup>.

### **Bartlett Water Service**

The Bartlett Transmission Main, the Bartlett Metering Station, the Village of Bartlett's Receiving Facilities and the Village of Bartlett's Water Main extension are completely operational, and the Commission has received final operating permits from the IEPA.

The Village of Bartlett held a Lake Michigan Water dedication ceremony on June 4<sup>th</sup> at 5:30 PM. The event was well attended, and all parties considered the project a huge success.

Benchmark is working on restoration and punch-list items for the TW-3 pipeline project.

J.J. Henderson and Sons, Inc. is working on punch-list items and some O&M documentation for the Bartlett Meter Station.

Change Order No. 1 for The Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/19) with Joseph J. Henderson and Son, Inc. appears on the Agenda as R-20-19. The Change Order recommends a Final Balancing Change Order for actual units expended during the Work, Additional Work unforeseen, an Extension of Contract Time and, recommends Final Acceptance of the Work at a net increase in Contract Price of \$36,457.00. This action would also approve release of all monies held in retention conditioned upon receipt of all contractually required documentation.

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

Instrumentation staff continues with routine inspections and repairs of remote facilities.

### **Pipeline Maintenance and Construction Overview**

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

### **Capital Improvement Program**

Ongoing: CDM Smith, Inc. continues engineering services for DuPage Pump Station and Administration Buildings rehabilitation which includes replacement of the Curtain Wall, replacement of the walls which surround the Commonwealth Edison Yard, and to remediate groundwater penetration through the West Discharge Tunnel.

Ongoing: Greeley and Hansen Engineers continues engineering services for DuPage Pump Station Disinfection Facilities rehabilitation which includes replacement and upgrading of chemical storage and feed equipment, containment finishes, process piping, and wall finishes which are deteriorating naturally due to age and environmental conditions.

New: R-21-19 Appears on the agenda seeking authorization of Advertisement for Bids on a Contract for the DPPS Sodium Hypochlorite Facility Improvements (Contract PSD-8/19).

Ongoing: Knight E/A. Inc. continues engineering services for DuPage Pump Generation Facilities HVAC which includes upgrading of Equipment Room and Mechanical Room

cooling, adding humidification to work spaces and modifying rooftop access for maintenance purposes.

Ongoing: Strand Associates, Inc. continues engineering services for Tank Site and Meter Station site rehabilitation which includes replacement and safety upgrading of control vault structures, improve overland drainage, rehabilitate and improve security fencing and the rehabilitation and addition of paved surfaces.

**JUNE 2019 COMMISSION AGENDA ITEMS:**

- R-18-19:** A Resolution Approving a First Amendment to Task Order No. 9 under a Master Contract with AECOM Technical Services **(Increase in Not-To-Exceed Cost from \$15,000.00 to \$35,000.00)**
- R-19-19:** A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Carollo Engineering, Inc. **(Task Order No. 1 - \$883,434.00)**
- R-20-19** A Resolution Approving and Ratifying Certain Contract Change Orders for the Construction of the Bartlett Meter Station 30A (Contract MS-21/19) **(JJ Henderson and Son, Inc. – Change Order No. 1 Net Increase of \$36,457.00)**
- R-21-19** A Resolution Directing Advertisement for Bids on a Contract for the DPPS Sodium Hypochlorite Facility Improvements (Contract PSD-8/19) **(No Cost This Action)**

**Attachments**

1. DuPage Laboratory Bench Sheets for May 2019
2. Water Sales Analysis 01-November-2014 to 31 May 2019

<http://sp2013/Status%20of%20Operations/2019/190612.docx>

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR MAY 2019

## LEXINGTON SUPPLY

## DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub>	TURBIDITY	PO <sub>4</sub>	FREE CL <sub>2</sub>	TURBIDITY	TEMP	pH	Fluoride	PO <sub>4</sub>	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F			mg/l	LBS/MG	INT
1	0.89	0.05	0.59	0.85	0.05	52	7.7	0.9	0.55	0	RC
2	0.86	0.06	0.56	0.83	0.08	52	7.7	0.8	0.54	0	KD
3	0.85	0.05	0.56	0.85	0.08	52	7.8	0.8	0.55	0	KD
4	0.88	0.06	0.57	0.90	0.05	53	7.7	1.0	0.53	0	RC
5	1.02	0.06	0.56	0.80	0.08	53	7.7	1.0	0.54	0	RC
6	0.94	0.06	0.58	0.81	0.06	53	7.8	0.9	0.56	0	CT
7	0.89	0.06	0.53	0.83	0.09	52	7.8	0.9	0.55	0	CT
8	0.89	0.07	0.60	0.82	0.07	52	7.6	1.0	0.57	0	RC
9	0.92	0.05	0.59	0.92	0.06	53	7.6	1.0	0.58	0	RC
10	0.86	0.05	0.57	0.86	0.06	53	7.7	0.9	0.57	0	RC
11	0.90	0.07	0.59	0.86	0.07	53	7.7	0.9	0.57	0	AM
12	0.91	0.07	0.52	0.84	0.07	53	7.7	0.9	0.60	0	AM
13	0.85	0.05	0.56	0.83	0.06	57	7.7	0.9	0.57	0	RC
14	0.93	0.05	0.58	0.87	0.07	56	7.7	0.8	0.57	0	RC
15	0.90	0.06	0.57	0.86	0.07	57	7.7	0.9	0.56	0	AM
16	0.96	0.07	0.52	0.83	0.08	56	7.7	0.8	0.57	0	AM
17	0.91	0.07	0.58	0.80	0.09	56	7.7	0.9	0.57	0	AM
18	0.89	0.08	0.58	0.84	0.09	56	7.7	0.9	0.58	0	AM
19	0.95	0.05	0.56	0.84	0.07	58	7.7	0.9	0.59	0	CT
20	0.90	0.06	0.54	0.82	0.08	57	7.7	1.0	0.58	0	AM
21	0.87	0.05	0.58	0.84	0.08	56	7.6	0.9	0.53	0	AM
22	0.86	0.06	0.59	0.80	0.08	56	7.6	0.9	0.53	0	KD
23	1.00	0.06	0.53	0.86	0.07	57	7.7	0.8	0.57	0	KD
24	0.87	0.06	0.55	0.84	0.07	57	7.7	0.9	0.56	0	KD
25	0.96	0.06	0.56	0.83	0.08	57	7.7	0.8	0.56	0	AM
26	1.00	0.07	0.54	0.86	0.09	57	7.7	0.8	0.54	0	AM
27	0.98	0.06	0.54	0.82	0.09	57	7.7	0.8	0.56	0	KD
28	0.98	0.06	0.55	0.85	0.07	57	7.7	0.8	0.55	0	CT
29	0.93	0.06	0.58	0.81	0.07	57	7.6	0.8	0.55	0	AM
30	0.90	0.06	0.56	0.80	0.08	57	7.6	0.8	0.54	0	AM
31	0.86	0.07	0.58	0.84	0.08	58	7.6	0.9	0.50	0	AM
AVG	0.91	0.06	0.56	0.84	0.07	55	7.7	0.9	0.56	0	
MAX	1.02	0.08	0.60	0.92	0.09	58	7.8	1.0	0.60	0	
MIN	0.85	0.05	0.52	0.80	0.05	52	7.6	0.8	0.50	0	



Terrance McGhee  
Manager of Water Operations

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 31-May-19



PER DAY AVERAGE 78,851,728

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-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	2,586,373,000	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	96.78%	\$10,552,946.32	\$8,678,023.20	9,352,175	0.42%	97.18%	\$4.88	\$3.883
Nov-17	1,910,959,000	1,985,437,054	96.25%	\$9,325,479.92	\$7,709,452.08	11,479,542	0.58%	96.83%	\$4.88	\$3.883
Dec-17	2,030,983,000	2,097,595,921	96.82%	\$9,911,197.04	\$8,144,964.96	1,385,950	0.07%	96.89%	\$4.88	\$3.883
Jan-18	2,125,171,000	2,190,683,966	97.01%	\$10,370,834.48	\$8,506,425.84	2,817,595	0.13%	97.14%	\$4.88	\$3.883
Feb-18	1,845,800,000	1,908,547,989	96.71%	\$9,007,504.00	\$7,410,891.84	952,406	0.05%	96.76%	\$4.88	\$3.883
Mar-18	1,968,078,000	2,042,126,006	96.37%	\$9,604,220.64	\$7,929,575.28	590,499	0.03%	96.40%	\$4.88	\$3.883
Apr-18	1,941,546,000	2,002,331,558	96.96%	\$9,474,744.48	\$7,775,053.44	3,904,397	0.19%	97.16%	\$4.88	\$3.883
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,762	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,263,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,589,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
TOTALS (1)	780,001,295,798	802,431,938,692	97.20%	\$1,621,726,793.57	\$1,455,842,474.21	809,048,074	0.10%	97.31%	\$2.08	\$1.814

- (1) - SINCE MAY 1, 1992
- (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
- (3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD										
May-18	2,285,706,000	2,361,461,303	96.79%	11,291,388	9,169,554				\$4.94	\$3.883
May-19	2,081,843,000	2,147,990,870	96.92%	10,346,760	8,469,528				\$4.97	\$3.943
	(203,863,000)	(213,470,433)		(\$944,628)	(\$700,026)					
	-8.9%	-9.0%		-8.4%	-7.6%					
Month										
May-18	2,285,706,000	2,361,461,303	96.79%	11,291,388	9,169,554				\$4.94	\$3.883
May-19	2,081,843,000	2,147,990,870	96.92%	10,346,760	8,469,528				\$4.97	\$3.943
	(203,863,000)	(213,470,433)		(\$944,628)	(\$700,026)					
	-8.9%	-9.0%		-8.4%	-7.6%					
May>Apr	200,274,000	192,264,629		1,051,809	758,099					

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	<p>A Resolution Approving and Ratifying an Amendment to Task Order No. 9 under a Master Contract with AECOM Technical Services, Inc. at the June 20, 2019 DuPage Water Commission Meeting</p> <p>Resolution No. R-18-19</p>	<p><b>APPROVAL</b></p>  	
<p>Account No(s): Task Order No. 9 -- 01-60-628000 (Increase Not to Exceed cost from \$15,000 to \$35,000.00)</p>			
<p>The Commission entered into a Master Contract with AECOM Technical Services, Inc., dated as of May 16, 2013, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-18-19 would amend the following Task Order to the Master Contract:</p>			
<p><b>Task Order No. 9: Hydraulic Model Analysis</b></p>			
<p>Per Task Order No. 9 dated March 16, 2018, which directed AECOM to perform an "Extended Period Simulation" EPS hydraulic modeling analysis on the Commission distribution system. This Amendment will direct AECOM to perform the following:</p>			
<ul style="list-style-type: none"> <li>○ Select the connection point (or points) and demand of the future customer.</li> <li>○ Provide a summary table of projected demands of existing DWC customers.</li> <li>○ Provide a summary of existing and proposed pressures at existing DWC meter stations.</li> <li>○ Provide a figure showing hydraulic grade line (HGL) levels at all four standpipe locations during the existing and proposed modeling runs.</li> <li>○ Provide one (1) simulation run of the proposed connection during future maximum day demand condition.</li> </ul>			
<p><b>MOTION:</b> To adopt Resolution No. R-18-19</p>			



Date: June 4, 2019

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-18-19

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT  
WITH AECOM TECHNICAL SERVICES, INC. AT THE JUNE 20, 2019,  
DuPAGE WATER COMMISSION MEETING

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission entered into a contract with AECOM Technical Services, Inc. (the "Consultant"), dated as of May 16, 2013, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The Task Orders attached hereto 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 and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task 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 Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

**FIRST ADMENDMENT TO  
TASK ORDER NO. 9**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services Inc. ("Consultant"), for Professional Engineering Services dated May 16, 2013 (the "Contract"), Owner and Consultant agree to amend Task Order No. 9 to the Contract for Hydraulic Model Analysis as follows:

1. **Services of Consultant:**

Section 2, entitled "Services of Consultant," of Task Order No. 9 shall be and it hereby is amended to include the following additional work:

- AECOM will perform an "Extended Period Simulation" EPS hydraulic modeling analysis that will include the following
  - The connection point (or points) and demand of the future customer.
  - A summary table of projected demands of existing DWC customers.
  - A summary of existing and proposed pressures at existing DWC meter stations.
  - A figure showing hydraulic grade line (HGL) levels at all four standpipe locations during the existing and proposed modeling runs.
  - One (1) simulation run of the proposed connection during future maximum day demand condition.

2. **Contract Price:**

Section 8, entitled "Contract Price," of Task Order No. 9 shall be and it hereby is amended in its entirety so that Section 8 shall hereafter be and read as follows:

**Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$35,000.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

In all other respects, Task Order No. 9 to the Contract shall remain in full force and effect, and Task Order No. 9 to the Contract shall be binding on both parties as herein above amended.

A letter report will be provided with a summary of the estimates.

Notwithstanding anything hereunder or in the Agreement, Consultant shall provide its services in a manner consistent with a standard provided by similar professionals, in a similar location, at a similar time. It is also understood that Consultant shall not be responsible for any means, methods, techniques, sequences and safety related to construction.

The Effective Date of this Task Order is \_\_\_\_\_, 2019.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
John Spatz  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee  
Title: Manager of Water Operations  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: mcghee@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

Consultant  
By: \_\_\_\_\_

Name: Michael H. Winegard




Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard  
Title: Vice President  
Address: 303 East Wacker Dr., Suite 1400, Chicago IL 60601  
e-mail Address: mike.winegard@aecom.com  
Phone: (312) 373-6631

DATE: June 4, 2019

## 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 Task Orders Under a Master Contract with Carollo Engineering at the June 20, 2019 DuPage Water Commission Meeting  Resolution No. R-19-19	<b>APPROVAL</b>   	
Account number 01-60-771700 - \$883,434.00			
<p>The Commission previously entered into Master Contracts with 22 consulting firms for professional engineering services. Each firm advised the Commission of which engineering disciplines they would be interested in providing for the Commission. Using this listing as a guide, Staff requested proposals from four (4) of these firms for SCADA System Replacement Design and Bidding Services Proposal. This project is included as a Capital Project in the Fiscal Year 2018/2019 Management Budget.</p> <p>Staff also met with all four (4) responsive potential consultant firms to review and discuss the scope of the project in detail.</p> <p>Of the three (4) proposals received, as reviewed by Staff and based on the strength of their submittal (project understanding, project approach, schedule and team), Staff recommends acceptance of the proposal submitted by Carollo Engineering as the most favorable to the Commission, in the amount of \$883,434.00</p> <p>Resolution No. R-19-19 would approve Task Order No. 1 to the Master Contract with Carollo Engineering.</p>			
<b>MOTION:</b> To adopt Resolution No. R-19-19.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-19-19

**A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS  
UNDER A MASTER CONTRACT WITH CAROLLO ENGINEERING AT THE  
June 20, 2019, DuPAGE WATER COMMISSION MEETING**

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Carollo Engineering, Inc. (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders substantially in the form as attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The Task Orders attached hereto 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 and the Consultant, that the circumstances said to necessitate the Task Orders were not

Resolution No. R-19-19

reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task 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 Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**



## TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:**

SCADA System Replacement Design and Bidding Services based upon Carollo Engineering proposal dated April 30, 2019.

2. **Services of Consultant:**

The project has two phases:

- 1) Phase I consists of documenting the existing system, selecting the hardware and software, and preparing the design documents to obtain a fixed price cost to furnish and install the system. This phase will be split into two parts.
  - a) Phase 1A includes documenting the system, selecting the hardware and software, preparing an Operator Interface Standard, developing a Remote Access Guide, and preparing a Design Memo that will be used to prepare the design documents.
  - b) Phase 1B includes the detailed design and preparation of the design documents based on the Design Memo.
- 2) Phase II consists of obtaining fixed price bids using the documents prepared in Phase I and awarding the project to a single bidder.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

July 15, 2019

5. **Schedule:**

The Commission expects to issue a Notice to Proceed within six weeks following receipt of proposals. The following are general timeframes for the implementation:

Phase IA Completion: Six months after receipt of Notice to Proceed.

Phase IB Completion: 12 months after Phase IA completion.

Phase II Completion: Three months after Phase I deliverables are complete.

Phase III Completion: 24 months after Phase II completion.

6. **Key Project Personnel:**

A. TBD

7. **Contract Price:**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

**Total contract cost \$883,434.00.**

9. **Payments:**

Direct Labor Costs shall mean the billing rate of all Consultants personnel including all professionals whether owners or employees, engaged directly on the Project.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is July 15 2109.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_

John Spatz  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Terry McGhee  
Title: Manager of Operations  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: [mcghee@dpwc.org](mailto:mcghee@dpwc.org)  
Phone: (630) 834-0100  
Fax: (630) 834-0120

**Carollo Engineering**

By: \_\_\_\_\_

Jeffery Martin  
Vice President/Principle-in-Charge

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

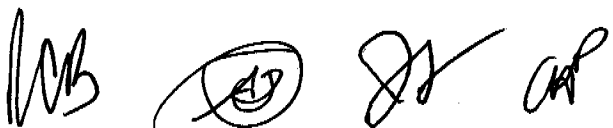
Name: Jeffery Martin  
Title: Vice President/Principle-in-Charge  
Address: 8600 W Bryn Mawr Ave.  
Chicago, IL 60631  
E-mail Address: [jmartin@carollo.com](mailto:jmartin@carollo.com)  
Phone: (916) 472-3717

**Bid Tabulation for SCADA Replacement Project**  
**Bids received April 30, 2019**

<b>Firm</b>	<b>Stantec</b>	<b><u>Carollo</u></b>	<b>CDM Smith</b>	<b>Greeley &amp; Hansen</b>
<b>Hours</b>	2,986	<b>4,555</b>	5,040	11,922
<b>Cost</b>	\$527,961.00	<b>\$883,434.00</b>	\$902,686.00	\$2,133,000.00

DATE: June 13, 2019

## 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>	<p>A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/19) at the June 20, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-20-19</p>	<b>APPROVAL</b>	
			

Account Numbers: 01-60-711500 - \$36,457.00

Resolution No. R-20-19 would approve the following Change Orders:

**Change Order No. 1 to Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/19)**

1. Included in the Contract Proposal are several indeterminate unit price items regarding excavation and backfill. The exact number of units was to be determined and Contract Price modification is as listed in the table below (Increase in Contract Price of \$13,552.00).

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per</u>	<u>Final</u>	<u>Extension</u>
			<u>Unit</u>	<u>Quantity</u>	
B.2	Compacted Granular Backfill	Yd. <sup>3</sup>	\$45.00	176	\$5,632.00
B.3	Unclassified Excavation	Yd. <sup>3</sup>	\$32.00	176	\$7,920.00

2. Additional watermain and fittings required to tie the Metering Station to the Bartlett TW-3 Transmission Main and the Village of Bartlett Pressure Adjusting Station (Increase in Contract Price of \$17,751.00)
3. Providing and installing break metal (prefinished aluminum sheeting) at door and HVAC wall openings (Increase in Contract Price of \$568.00)
4. Additional chemical and labor to provide uniform disinfection for the Meter Station, the Village of Bartlett PAS and 1.5 MG Ground Storage Tank (Increase in Contract Price of \$4,586.00)
5. A Contract Time Extension of 42 calendar days.
6. Granting of Final Completion; release of Final Payment, including release of all funds held in retainage upon delivery of all contractually required documentation.

Resolution No. R-20-19

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/19) at the June 20, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-20-19</p>	<b>APPROVAL</b>	

With regards to Item No. 1 above, the Village of Bartlett provided a site for the Metering Station which previously was the site for their underground fuel storage tanks (UST). While the Village had the UST removed and backfilled as required, the backfill was unconfined and unable to support the Metering Station structure. While additional excavation and placement compacted fill was anticipated, the exact amount required to remediate the site was undetermined until the work was undertaken.

With regards to Item No. 2 above, the Metering Station was placed between the Bartlett Transmission Main and the Village of Bartlett Pressure Adjusting Station. While best efforts were made between three separate engineering firms to coordinate designs of the underground water mains plus the best efforts of coordination between contractors, additional piping and fittings were required to correct alignment and elevation differences found in the field.

With regards to Item No. 3 above, the Metering Station designed called for a specific insulated wall panel system to be employed to match the Village of Bartlett buildings, the design failed to detail the transitions between the panels and the wall openings where sheet aluminum required custom breaks to wed the panels to the openings and provide a complete building envelope.

With regards to Item No. 4 above, Commission Staff developed a disinfection plan which included the Metering Station, the Village of Bartlett PAS and their 1.5MG Ground Storage Tank in addition to the TW-3 pipeline project. The chemical and labor are being added to the Contract to provide uniform disinfection for the entire Bartlett Connection Facility.

With regards to Item No. 5, the subsurface conditions found during excavation, coupled with severe weather encountered during construction and the additional uniform flushing and chlorinating tasks created delays for the Metering Station project. Therefore, Staff is recommending a Contract Time Extension and modifying the Contract Completion Date to May 31, 2019.

In regard to Item No. 6, the granting of Final Acceptance will allow the General Manager to provide Final Payment to the Contractor upon receipt of all contractually required documentation.

Resolution No. R-20-19

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Change Orders for a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/19) at the June 20, 2019, DuPage Water Commission Meeting</p> <p>Resolution No. R-20-19</p>	<b>APPROVAL</b>	

Approval of this Change Order would decrease the net Contract Price by \$36,457.00 revising the Contract Price to \$903,457.00 for a 4.2% net increase in Contract Price.

*This Change Order, which includes all Extra Work stated herein, were undertaken to provide the Village of Bartlett Lake Michigan water and are fully reimbursable by the Village of Bartlett. In addition, all Extra Work and the associated costs have been vetted by the Village of Bartlett without any exception.*

Approval of this Change Order does not authorize or necessitate a decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

**MOTION:** To approve Resolution No. R-20-19.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-20-19

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
JUNE 20, 2019, DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Contractors, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



Exhibit 1

Resolution No. R-20-19

1. Change Order No. 1 to the Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/19) for a \$36,457.00 net increase in the Contract Price due to the inclusion of indeterminate items, additional work, a contract time extension and granting of Final Acceptance.

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET  1  OF  4

PROJECT NAME: Bartlett Meter Station 30A

CHANGE ORDER NO.  1

LOCATION: DuPage County, Illinois

CONTRACT NO. MS-21/19

CONTRACTOR: JJ Henderson and Son, Inc.

DATE: June 20, 2019

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Included in the Contract Proposal are several indeterminate unit price items regarding excavation and backfill. The exact number of units was to be determined and Contract Price modification is as listed in Paragraph C below.
2. Additional watermain and fittings required to tie the Metering Station to the Bartlett TW-3 Transmission Main and the Village of Bartlett Pressure Adjusting Station.
3. Providing and installing break metal (prefinished aluminum sheeting) at door and HVAC wall openings.
4. Additional chemical and labor to provide uniform disinfection for the Meter Station, the Village of Bartlett PAS and 1.5 MG Ground Storage Tank.
5. A Contract Time Extension of 42 calendar days.
6. Granting of Final Completion; release of Final Payment, including release of all funds held in retainage upon delivery of all contractually required documentation.

**B. REASON FOR CHANGE:**

With regards to Item No. 1 above, the Village of Bartlett provided a site for the Metering Station which previously was the site for their underground fuel storage tanks (UST). While the Village had the UST removed and backfilled as required, the backfill was unconfined and unable to support the Metering Station structure. While additional excavation and placement compacted fill was anticipated, the exact amount required to remediate the site was undetermined until the work was undertaken.

With regards to Item No. 2 above, the Metering Station was placed between the Bartlett Transmission Main and the Village of Bartlett Pressure Adjusting Station. While best efforts were made between three sperate engineering firms to coordinate designs of the underground watermain plus the best efforts of coordination between contractors, additional piping and fittings were required to correct alignment and elevation differences found in the field.

With regards to Item No. 3 above, the Metering Station designed called for a specific insulated wall panel system to be employed to match the Village of Bartlett buildings, the design failed to detail the transitions between the panels and the wall openings where sheet aluminum required custom breaks to wed the panels to the openings and provide a complete building envelope.

With regards to Item No. 4 above, Commission Staff developed a disinfection plan which included the Metering Station, the Village of Bartlett PAS and their 1.5MG Ground Storage Tank in addition to the TW-3 pipeline project. The chemical and labor are being added to the Contract to provide uniform disinfection for the entire Bartlett Connection Facility.

With regards to Item No. 5, the subsurface conditions found during excavation, coupled with severe weather encountered during construction and the additional uniform flushing and chlorinating tasks created delays for the Metering Station project. Therefore, Staff is recommending a Contract Time Extension and modifying the Contract Completion Date to May 31, 2019.

In regard to Item No. 6, the granting of Final Acceptance will allow the General Manager to provide Final Payment to the Contractor upon receipt of all contractually required documentation.

**C. REVISION IN CONTRACT PRICE:**

<u>Item</u>	<u>Description</u>	<u>Extension</u>
1	Excavation and Backfill	\$13,552.00
2	Pipe and Fittings	\$17,551.00
3	Break Metal	\$568.00
4	Disinfection	\$4,586.00
5	Time Extension	\$0.00
6	Final Acceptance	\$0.00
	Total Increase	\$36,457.00

II. CHANGE ORDER CONDITIONS:

1. The Contract Period established in the Contract, as signed or as modified by previous Change Orders, revises the Contract Completion Date to May 31, 2019
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>867,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders	\$	<u>0.00</u>
3.	Contract Price, not including this Change Order	\$	<u>867,000.00</u>
4.	Addition to Contract Price due to this Change Order	\$	<u>36,457.00</u>
5.	Contract Price including this Change Order	\$	<u>903,457.00</u>

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

CONTRACTOR: Joseph J. Henderson and Son, Inc.





By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

DATE: June 13, 2019

## 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 DPPS Sodium Hypochlorite Facility Improvements (Contract PSD-8/19)  Resolution No. R-21-19	<b>APPROVAL</b>    
Account Number: 01-60-722200 (No Cost for This Action)	
Resolution No. R-21-19 would authorize advertisement for bids on a Contract for the DPPS Sodium Hypochlorite Facility Improvements (Contract PSD-8/19) 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-21-19.	

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-21-19

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS  
ON A CONTRACT FOR THE DPPS SODIUM HYPOCHLORITE FACILITY  
IMPROVEMENTS  
(Contract PSD-8/19)

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 "DPPS Sodium Hypochlorite Facility Improvements (Contract PSD-8/19)" (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-21-19

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-21-19.doc



EXHIBIT A

**DuPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**DPPS SODIUM HYPOCHLORITE FACILITY IMPROVEMENTS**  
**CONTRACT PSD-8/19**

**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:

Replacement of the existing sodium hypochlorite facility with a new sodium hypochlorite facility including temporary facilities; new tanks, pumps, piping, electrical, instrumentation, building modifications, removal and replacement of architectural finishes and application of special chemical resistant coatings and other appurtenances required for a complete system.

The Work shall be performed at the following Work Site:

DuPage Pumping Station  
600 East Butterfield Road  
Elmhurst, Cook County, Illinois 60126-4642

**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:

## INVITATION

- (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;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;

## INVITATION

- (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. **Prebid Conference - Mandatory**

A mandatory prebid conference will be held at **[TIME TBD]** on the **[DAY TBD]** day of **[MONTH TBD]**, 2019 at the DuPage Pumping Station. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

### 7. **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.

## INVITATION

### 8. 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 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 TBD] day of [MONTH TBD], 2019.

**DUPAGE WATER COMMISSION**

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

EXHIBIT B

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**DPPS SODIUM HYPOCHLORITE FACILITY IMPROVEMENTS**  
**CONTRACT PSD-8/19**

**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.

## GENERAL INSTRUCTIONS

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.

## GENERAL INSTRUCTIONS

### 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.

## GENERAL INSTRUCTIONS

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.

## GENERAL INSTRUCTIONS

- (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,

## GENERAL INSTRUCTIONS

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.

E. Non-Attendance at Pre-bid Conference. If a Bidder had not attended the Pre-bid Conference, its Bidder's Proposal will not be considered.

### 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

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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.

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

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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 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.**

## GENERAL INSTRUCTIONS

**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.**

### 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 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 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. **[SPECIAL CONDITIONS TBD]**