



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, SEPTEMBER 19, 2013
6:20 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

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

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

RECOMMENDED MOTION: To approve the Minutes of the August 15, 2013 Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. R-24-13: A Resolution Awarding a Contract for Vacuum Excavation Services (**Airy's Inc. for the unit prices set forth in its Contract/Proposal**)
- V. Authorization for Building Automation System upgrade (**Schneider Electric - Estimated not to exceed \$35,000.00**)
- VI. Discussion Items
 - A. Requests for Emergency Connection Consideration
- VII. Old Business
- VIII. Other
- IX. Adjournment

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**MINUTES OF A MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 15, 2013
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 6:20 P.M.

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

Committee members absent: F. Saverino

Also in attendance: C. Bostick, F. Frelka (arriving at 6:30), E. Kazmierczak, T. McGhee, J. Spatz and M. Weed

Commissioner Furstenau moved to approve the Minutes of the July 18, 2013 Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck and passed as follows:

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

Nays: None

Absent: F. Saverino

Facilities Construction Supervisor Bostick provided an oral report highlighting the Status of Operations report;

Regarding the Document Management System (DMS), Facilities Construction Supervisor Bostick advised the Committee that migration to the new Storage Area Network (SAN) environment is complete and also the DMS will also be moved from Interwoven into Microsoft SharePoint 2013 sometime later this year.

Regarding the York Township Water Facility, Facilities Construction Supervisor Bostick advised the Committee that joint facility design is ongoing between the County and their engineer and that Commission legal counsel met with Staff to discuss and formulate a response to the County regarding outstanding easement issues. Commissioner Furstenau inquired as to the length of time it is taking to complete the project. Facilities Construction Supervisor Bostick advised that this is a County project and they establish their own timelines and schedules.

Regarding the Standpipe Evaluations Facilities Construction Supervisor Bostick referred the Committee to the Request For Board Action (RFBA) to purchase and install a PAX mixer system for standpipe 4W. Facilities Construction Supervisor Bostick also advised that the mixer is part of a water quality optimization program to provide the best water to all customers and also coincides with the standpipe recoating project. The Committee was informed that the RFBA was necessary due to the mixer purchase would be a sole-source purchase from Utility Service Company.

Regarding the progress of the Summer Interns, Facilities Construction Supervisor Bostick advised that the interns last day of work would be August 16th. GIS Coordinator Frelka advised that both interns have performed extremely well and have accomplished the tasks assigned. Chairman Loftus commented that he supports the hiring of interns to perform work when possible.

Engineering Committee Minutes 08/15/2013

Regarding Contract QR-10/13, Facilities Construction Supervisor Bostick informed the Committee the R-22-13 appears on the agenda to authorize work in rehabilitating structures and pavement at 32 sites. Commissioner Furstenau noted that the cost estimate seemed to be larger than what is typical for the Quick Response Contract and inquired as to why the project was not bid. General Manager Spatz reminded Commissioner Furstenau that the Commission has agreements with two contractors and quotes were solicited from both.

Commissioner Furstenau inquired as to the delays in ComEd's energizing of the remaining Contract TOB-7/12 rectifier sites. Facilities Construction Supervisor Bostick advised that ComEd at times can be extremely non-responsive in these types of tasks and the Commission has no control or leverage in such matters. Facilities Construction Supervisor Bostick also advised that there should be no short-term detriment to Commission facilities should the delays linger.

General Manger Spatz informed the committee that Staff continues reviewing both the Riverside-Brookfield Water Commission and the Westchester-Broadview Water Commission connection requests and recommends the Engineering Committee hold a special meeting to discuss all pertinent issues in order to formulate a draft policy for Board consideration. Chairman Loftus expressed support of this action and requested the Committee membership look at their schedules and provide some potential dates and times to meet before the regularly scheduled September 2013 meeting. Chairman Loftus also suggested that the entire Board be invited to participate in the discussion.

Commissioner Furstenau moved to recommend approval of items 2 and 3 of the Engineering and Construction Committee items of the Commission Agenda. Seconded by Commissioner Saverino and passed unanimously as follows:

Ayes: R. Furstenau, M. Scheck and D. Loftus
Nays: None
Absent: F. Saverino

2. Resolution No. R-22-13: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 – **(Rossi Contractors Inc. in the amount of \$107,300.00)**
3. To Suspend the Purchasing Procedures of the Commission's By-Laws and for Authorization for the purchase and installation services for a PAX mixer – **(Utility Service Company – estimated cost \$60,000.00)**

Chairman Loftus inquired with the Committee if any other business or items are to be discussed. Hearing none, Commissioner Furstenau moved to adjourn the meeting at 6:58 P.M. Motion seconded by Commissioner Scheck and passed unanimously as follows:

Ayes: R. Furstenau, M. Scheck and D. Loftus
Nays: None
Absent: F. Saverino



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee
Manager of Water Operations

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

DATE: September 12, 2013

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of August were a total of 3.009 billion gallons. This represents an average day demand of 97.1 million gallons per day (MGD), which is higher than the August 2012 average day demand of 95.0 MGD. The maximum day demand was 111.5 MGD on August 18, 2013, which is lower than the August 2012 maximum day demand of 116.6 MGD. The minimum day flow was 79.3 MGD.

The Commission's recorded total precipitation for the month of August was 1.69 inches compared to 2.07 inches for August 2012. The level of Lake Michigan for August 2013 is 577.68 (Feet IGLD 1985) compared to 577.34 (Feet IGLD 1985) for August of 2012.

Water Conservation

The Commission's water conservation related project was selected by Chicago Metropolitan Agency for Planning (CMAP) Local Technical Assistance (LTA) Program. The program includes a customer survey, development of a training manual to summarize workshops and list regional resources for our Customer's conservation coordinators to utilize and outreach materials for elected officials. In addition, one leading-edge community will receive a small amount of additional training to help them implement some of the recommendations highlighted in the training. The Commission has chosen the Village of Westmont to receive this additional training and a meeting is scheduled for September 25, 2013 to discuss the training.

The fourth and final workshop, Water Rates and Revenue, was held on August 28, 2013. A memo about the workshop has been posted on preservingeverydrop.org as well as the presentations, handouts and other information about the workshop. A survey will be sent out to attendees to evaluate if they liked the format, location, if they would like more workshops, etc.

In recognition of the Commission's efforts towards water conservation during the design and construction of the LEED's certified generator building, the Commission received a plaque from The Conservation Foundation@ Work Program. The plaque is located along the main entrance walkway to the Commission's Elmhurst pump Station and Administration Building. A memo about this can be found at preservingeverydrop.org.

Document Management

SharePoint 2013

The GIS Supervisor and Document Management Specialist are working on a plan to migrate all documents from the existing iManage document management system to SharePoint. This is a somewhat complicated problem in that exporting documents from iManage requires specialized software and security needs to be set up on the new SharePoint document libraries and server file shares. Completing this project will allow us to and take advantage of SharePoint's built-in document management capabilities while avoiding iManage annual software maintenance fees.

Facilities Construction Overview

DuPage County Service Areas

York Township: No Change: Joint facility design is ongoing. Commission legal counsel is working with the County's Assistant State's attorney on the outstanding easement issues whenever the County supplies Gorski & Good with the necessary information. DuPage County has posted funds to cover the Commission's related expenses on this project.

Standpipe Evaluations

New: The PAX mixer for standpipe 4W has been ordered. Staff is negotiating with the Quick Response Electrical contractors to provide the necessary electrical work to complete the installation. Ratification of the work authorization order should be on the October agenda.

No Change: Staff will bring forth for consideration at a future date Rider No. 2 of the engineering agreement which would authorize the next phase of the work which is development of bid specifications for standpipe rehabilitation and coating work at standpipes 4E and 4W to be undertaken in FY2014/15.

Staff has met with the Lisle-Woodridge Fire District to discuss rescue service needs for these standpipes. Additional discussions with the Engineer (TIC) regarding the inclusion of anchorage points for rescue services and fall prevention systems will be held in the coming month.

Instrumentation / Remote Facilities Overview

Contract QRE-6/12

There are no active Work Authorization Orders at the present time.

Instrumentation and Remote Facilities Maintenance

The annual pressure transmitter calibrations at meter stations are complete. The annual tank site instrumentation calibration and inspection is in process. Miscellaneous repairs or improvements continue being performed as needed.

Meter Shop

The annual customer meter calibration program has commenced.

GIS

GIS

Staff is working on a new internal GIS web site using ArcGIS for Server 10.2 and the ArcGIS Viewer for Silverlight. The Silverlight Viewer is a relatively new ESRI product that allows dragging and dropping of tools into a site without writing code. The site will be integrated with SharePoint.

Infor EAM

We installed Infor EAM Mobile on a single iPad and Operations Department personnel are learning how to use the work order function. The product works fine out-of-the-box with absolutely no installation or configuration issues. Once we connected to the network through the VPN logging on to Infor also presented no problems.

Pipeline Maintenance and Construction Overview

Contract QR-10/13

Work authorized by R-22-13 (manhole adjustments; pavement removal and replacement) is underway.

Contract TOB-7/12 Corrosion Protection and Control for the Outer Belt Transmission Mains).

Eight (8) of the nine (9) rectifier sites now have utility power. The delay in receiving utility service to the rectifier sites has pushed the project beyond the original Contract Completion Date of September 3, 2013.

SEPTEMBER 2013 COMMISSION AGENDA ITEMS:

R-24-13 A Resolution Awarding a Contract for Vacuum Excavation Services
(Airy's Inc. for the unit prices set forth in its Contract/Proposal)

RFBA Authorization for Building Automation System upgrades (Schneider
Electric - Estimated not to exceed \$35,000.00)

Attachments:

1. DuPage Laboratory Bench Sheets for August, 2013
2. Water Sales Analysis 01-August-09 to 31-August-2013
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR AUGUST 2013

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.95	0.09	0.56	0.97	0.10	70	7.6	1.1	0.55	0	KD
2	0.93	0.10	0.55	0.95	0.11	70	7.6	1.0	0.55	0	KD
3	0.94	0.10	0.56	0.96	0.10	70	7.6	1.1	0.54	0	KD
4	0.91	0.09	0.55	0.94	0.10	70	7.6	1.1	0.58	0	KD
5	0.90	0.09	0.55	0.94	0.09	70	7.5	1.0	0.55	0	FG
6	0.93	0.11	0.57	0.95	0.11	70	7.5	1.1	0.55	0	KD
7	0.95	0.11	0.57	0.96	0.10	70	7.6	1.0	0.55	0	KD
8	0.91	0.11	0.58	0.95	0.10	70	7.5	1.1	0.56	0	KD
9	0.98	0.11	0.57	0.96	0.09	70	7.5	1.1	0.55	0	CT
10	0.90	0.10	0.56	0.94	0.09	70	7.6	1.0	0.55	0	CT
11	0.97	0.10	0.55	0.97	0.10	70	7.5	1.0	0.56	0	FG
12	0.90	0.11	0.55	0.94	0.10	70	7.6	1.1	0.56	0	FG
13	0.92	0.10	0.55	0.95	0.11	70	7.6	1.1	0.56	0	CT
14	0.91	0.11	0.54	0.97	0.10	70	7.6	1.1	0.56	0	CT
15	0.95	0.09	0.56	0.96	0.09	70	7.6	1.1	0.54	0	CT
16	0.98	0.09	0.57	0.97	0.10	70	7.6	1.0	0.57	0	FG
17	0.99	0.09	0.55	1.00	0.09	70	7.6	1.1	0.55	0	FG
18	0.99	0.10	0.57	0.98	0.09	70	7.6	1.1	0.55	0	CT
19	0.98	0.10	0.55	0.99	0.11	70	7.5	1.1	0.55	0	CT
20	0.95	0.11	0.56	0.99	0.09	70	7.8	1.0	0.54	0	FG
21	0.92	0.09	0.55	0.97	0.11	71	7.6	1.1	0.56	0	FG
22	0.97	0.10	0.57	1.00	0.11	70	7.6	1.0	0.56	0	FG
23	0.96	0.09	0.57	0.98	0.09	70	7.6	1.0	0.56	0	CT
24	0.98	0.10	0.55	0.97	0.11	70	7.6	1.1	0.55	0	CT
25	0.95	0.09	0.57	0.98	0.10	70	7.6	1.0	0.57	0	FG
26	0.98	0.09	0.56	0.99	0.09	71	7.6	1.1	0.55	0	FG
27	0.98	0.09	0.56	0.99	0.10	70	7.6	1.1	0.55	0	CT
28	0.97	0.09	0.56	0.97	0.09	70	7.6	1.1	0.57	0	KD
29	0.97	0.10	0.56	0.99	0.10	70	7.6	1.0	0.57	0	FG
30	0.99	0.10	0.57	0.98	0.09	71	7.6	1.1	0.56	0	FG
31	0.95	0.11	0.57	0.97	0.10	71	7.6	1.1	0.56	0	CT
AVG	0.95	0.10	0.56	0.97	0.10	70	7.6	1.1	0.56	0	
MAX	0.99	0.11	0.58	1.00	0.11	71	7.6	1.1	0.58	0	
MIN	0.90	0.09	0.54	0.94	0.09	70	7.5	1.0	0.54	0	


Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Aug-13

PER DAY AVERAGE 80,949,544

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-10	2,493,442,000	2,546,177,057	97.93%	\$4,587,933.28	\$5,105,085.00	1,951,633	0.08%	98.01%	\$1.84	\$2.005
Jun-10	2,379,251,000	2,435,768,080	97.68%	\$4,377,821.84	\$4,883,715.00	1,052,920	0.04%	97.72%	\$1.84	\$2.005
Jul-10	2,977,683,000	3,048,231,920	97.69%	\$5,478,936.72	\$6,111,705.00	1,342,710	0.04%	97.73%	\$1.84	\$2.005
Aug-10	2,867,253,000	2,924,004,988	98.06%	\$5,275,745.52	\$5,862,630.00	930,281	0.03%	98.09%	\$1.84	\$2.005
Sep-10	2,525,751,000	2,588,259,352	97.58%	\$4,647,381.84	\$5,189,460.00	1,085,300	0.00%	97.58%	\$1.84	\$2.005
Oct-10	2,394,743,000	2,449,952,618	97.75%	\$4,406,327.12	\$4,912,155.00	1,143,788	0.05%	97.79%	\$1.84	\$2.005
Nov-10	2,044,476,000	2,079,920,200	98.30%	\$3,761,835.84	\$4,170,240.00	955,414	0.05%	98.34%	\$1.84	\$2.005
Dec-10	2,173,930,000	2,196,014,963	98.99%	\$4,000,031.20	\$4,403,010.00	943,234	0.04%	99.04%	\$1.84	\$2.005
Jan-11	2,176,905,000	2,203,802,993	98.78%	\$4,005,505.20	\$4,418,625.00	6,094,505	0.28%	99.06%	\$1.84	\$2.005
Feb-11	1,960,872,000	1,992,314,214	98.42%	\$3,608,004.48	\$3,994,590.00	3,351,469	0.17%	98.59%	\$1.84	\$2.005
Mar-11	2,084,629,000	2,119,930,175	98.33%	\$3,835,717.36	\$4,250,460.00	875,189	0.00%	98.33%	\$1.84	\$2.005
Apr-11	2,032,022,000	2,050,900,249	99.08%	\$3,738,920.48	\$4,112,055.00	674,574	0.03%	99.11%	\$1.84	\$2.005
May-11	2,342,971,000	2,384,648,379	98.25%	\$4,779,660.84	\$4,781,220.00	603,990	0.03%	98.28%	\$2.04	\$2.005
Jun-11	2,467,779,000	2,526,763,092	97.67%	\$5,034,118.96	\$5,066,160.00	700,540	0.03%	97.69%	\$2.04	\$2.005
Jul-11	3,211,413,000	3,276,142,145	98.02%	\$6,551,276.72	\$6,568,665.00	1,090,800	0.03%	98.06%	\$2.04	\$2.005
Aug-11	2,733,016,000	2,779,503,741	98.33%	\$5,575,352.64	\$5,572,905.00	792,559	0.03%	98.36%	\$2.04	\$2.005
Sep-11	2,486,823,000	2,533,174,564	98.17%	\$5,073,028.92	\$5,079,015.00	1,078,701	0.04%	98.21%	\$2.04	\$2.005
Oct-11	2,206,656,398	2,249,745,636	98.08%	\$4,501,579.05	\$4,510,740.00	681,023	0.03%	98.11%	\$2.04	\$2.005
Nov-11	1,986,038,000	2,012,618,454	98.68%	\$4,051,517.52	\$4,035,300.00	850,000	0.04%	98.72%	\$2.04	\$2.005
Dec-11	2,046,708,000	2,072,416,459	98.76%	\$4,175,284.32	\$4,155,195.00	974,459	0.05%	98.81%	\$2.04	\$2.005
Jan-12	2,073,584,000	2,111,472,876	98.21%	\$5,660,884.32	\$5,293,462.50	978,662	0.05%	98.25%	\$2.73	\$2.507
Feb-12	1,926,054,000	1,974,613,582	97.54%	\$5,258,127.42	\$4,950,356.25	923,283	0.05%	97.59%	\$2.73	\$2.507
Mar-12	2,006,949,000	2,047,616,673	98.01%	\$5,478,970.77	\$5,133,375.00	1,394,581	0.07%	98.08%	\$2.73	\$2.507
Apr-12	2,020,132,000	2,067,114,579	97.73%	\$5,514,960.36	\$5,182,256.00	1,425,448	0.07%	97.80%	\$2.73	\$2.507
May-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,635,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,669.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,118,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.56%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
TOTALS (1)	630,839,791,798	648,514,130,266	97.27%	\$934,400,415.12	\$885,588,308.28	613,710,461	0.09%	97.37%	\$1.48	\$1.366

(1) - SINCE MAY 1, 1992

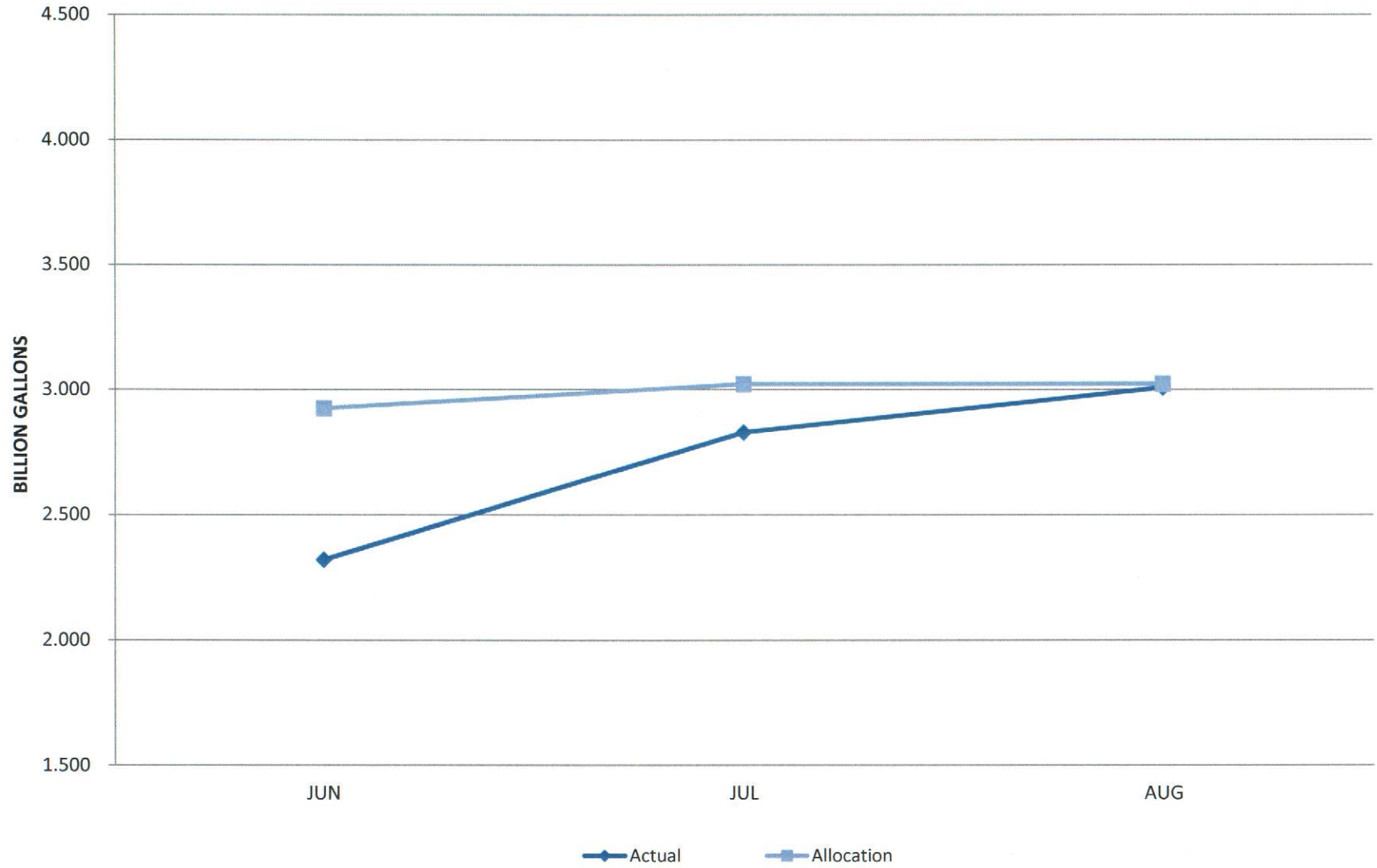
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

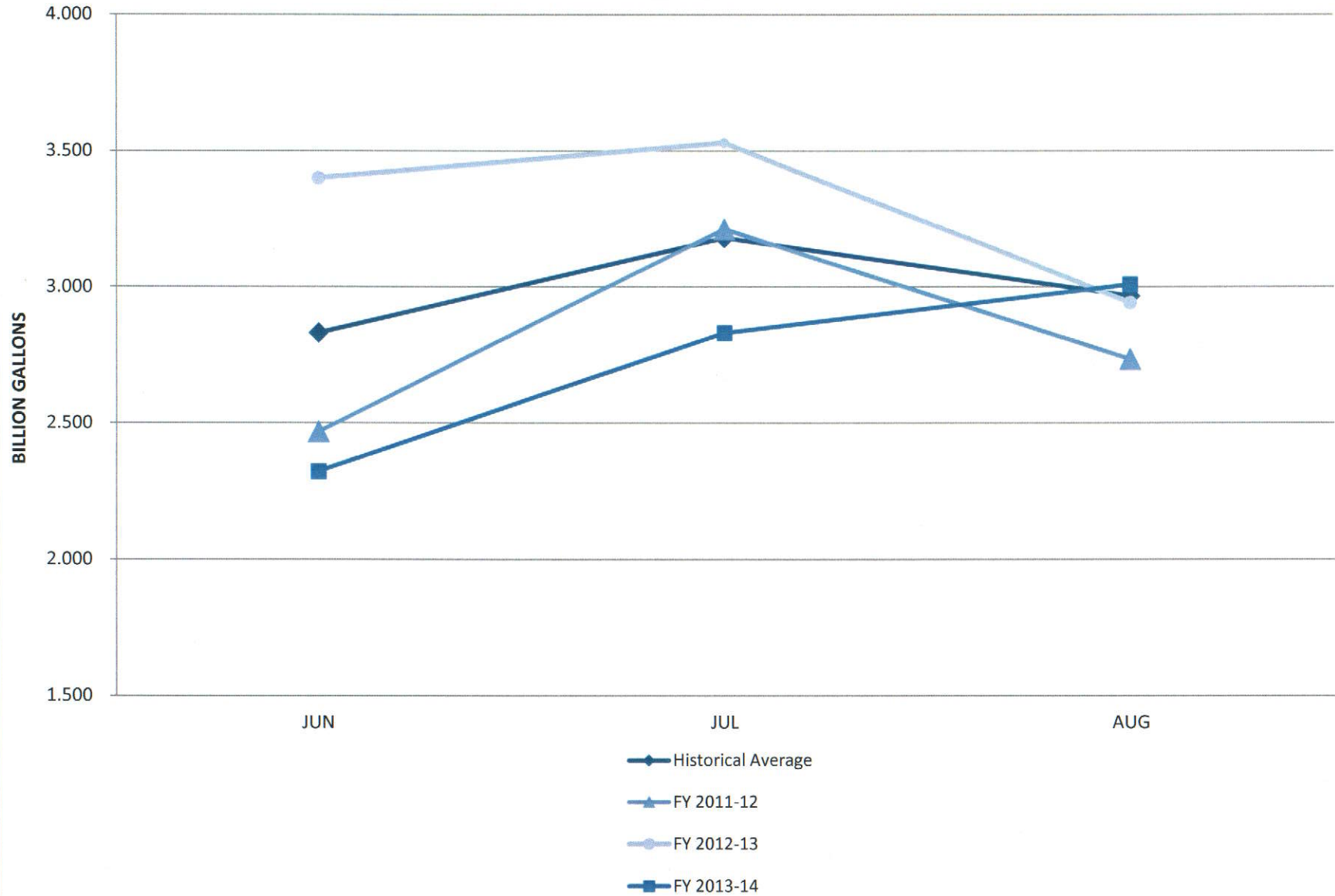
YTD

Aug-12	12,442,747,000	12,752,049,262	97.57%	\$ 33,968,699	\$ 31,969,388				\$2.73	\$2.507
Aug-13	10,506,383,000	10,805,143,359	97.24%	\$ 34,881,192	\$ 31,140,423				\$3.32	\$2.882
	(1,936,364,000)	(1,946,905,903)		\$912,492	(\$828,964)					
	-15.6%	-15.3%		2.7%	-2.6%					
Month										
Aug-12	2,941,022,000	3,012,931,292	97.61%	8,028,990	7,553,419				\$2.73	\$2.507
Aug-13	3,007,723,000	3,089,289,160	97.36%	9,985,640	8,903,331				\$3.32	\$2.882
	66,701,000	76,357,868		\$ 1,956,650	\$ 1,349,913					
	2.3%	2.5%		25.9%	16.8%					
Aug > July	178,476,000	177,312,671		\$ 592,540	\$ 511,015					

DU PAGE WATER COMMISSION SALES FY 2013-14 VS. ALLOCATION

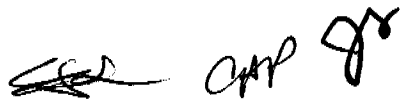


DU PAGE WATER COMMISSION SALES FY 2013-14, 2012-13 & 2011-12 VS. HISTORICAL AVERAGE



DATE: September 5, 2013

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Awarding a Contract for Vacuum Excavation Services Resolution No. R-24-13	APPROVAL	

Account No: 01-60-6290

At the April 18, 2013 Commission meeting, the Board approved a Management Budget for Fiscal Year 2013-2014 which included Vacuum Excavation Services.

The purpose of this work is to visually confirm the location of Commission pipelines in certain areas where traditional methods, and conventional R/F type locating equipment, are inadequate to accurately determine the location of buried facilities. This occurs primarily in areas where pipelines were installed at depths greater than 15 feet and in congested utility corridors where electronic interference created from other utilities makes it problematic to accurately locate pipelines.

Once the location of the pipe has been visually confirmed by vacuum excavation, staff will place a 4" diameter electronic marker within the backfilled excavation. The electronic marker emits a continuous, utility specific, signal capable of being detected by staff using a pipe locator tuned to that particular signal; therefore allowing an accurate visual marking of the pipeline to be placed on the surface.

In accordance with Article VIII Section 4 of the Commission's By-Laws, and as required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune* and *The Daily Herald*. In addition, the Commission posted the advertisement on its website and solicited bids by direct invitation. Sealed bids were received until 1:00 p.m., local time, August 19, 2013, at which time all bids were publicly opened and read aloud.

Of the ten proposals requested two were received. The proposal of Airy's Inc. was the sole proposal received on the day of the bid opening. The proposal of Future Environmental was hand delivered on the day after the bid opening and was returned, sealed and unopened, on the same day.

When questioned, the unresponsive contractors' explanations for not submitting proposals were, for the most part, due to reasons of existing workload, or not having equipment capable of extending to depths of 15 feet or greater. While others felt, particularly in the case of out of state contractors, that it would be difficult to submit a competitive bid considering the relatively small size of the project when compared to the travel involved.

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Awarding a Contract for Vacuum Excavation Services Resolution No. R-24-13	APPROVAL	
<p>The proposal of Airy's Inc. is found to be in the best interest of the Commission based upon his satisfactory completion of prior Commission work of a similar nature and because of his ability to satisfy the requirements of Article VIII Section 11 (b) of the Commission's By-Laws. Therefore staff is recommending acceptance of the bid in accordance with Article VIII Section 12 (Single Bids) of the Commission's By-Laws, for Vacuum Excavation Services to Airy's Inc., subject to receipt of all contractually required documentation.</p> <p>Approval of Resolution No. R-24-13 would award a Contract for Vacuum Excavation Services to Airy's Inc. for the unit prices set forth in its Contract/Proposal.</p>			
MOTION: To adopt Resolution No. R-24-13.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-13

A RESOLUTION AWARDING A CONTRACT FOR VACUUM EXCAVATION SERVICES

WHEREAS, pursuant to Article VIII, Section 4 of the Commission's By-Laws, and as required by State statute, the Commission solicited sealed proposals for Vacuum Excavation Services; and

WHEREAS, sealed proposals for Vacuum Excavation Services were received on August 19, 2013; and

WHEREAS, based upon staff's review of the proposals received, the Board of Commissioners of the DuPage Water Commission has determined that the proposal of Airy's Inc. was the most favorable to the interests of the Commission;

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 as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Vacuum Excavation Services to Airy's Inc. in accordance with its Contract/Proposal dated August 19 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Commission's Request for Proposals dated July 22 2013, a copy of which is attached hereto and incorporated herein as Exhibit "B". The compensation to be paid pursuant to the Contract/Proposal incorporated herein as Exhibit "A" shall be limited to the unit prices quoted therein.

Resolution No. R-24-13

SECTION THREE: The General Manager of the Commission is hereby authorized to execute the Contract/Proposal incorporated herein as Exhibit "A", together with all other relevant contractually required documentation, on behalf of the Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2013.

Chairman

ATTEST:

Clerk

Board/Resolutions/2013/R-24-13.docx

Exhibit A

EXHIBIT A

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL

VACUUM EXCAVATION SERVICES

Full Name of Bidder AIRY'S INC. ("Bidder")
Principal Office Address 7455 W. DUVAN DR. TIMBER PARK, IL 60477
Local Office Address _____
Contact Person JAMES WELLING Telephone Number 708-439-0660

TO: DuPage Water Commission ("Owner")
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: John F. Spatz, Jr.
General Manager

Bidder warrants and represents that Bidder has carefully reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

Terms defined in the Request for Proposals shall have the same meanings in all Contract Documents, including this Contract/Proposal, as ascribed to those terms in the Request for Proposals.

1. Work Proposal

A. Contract and Work. Upon the transmission of the Owner's written notification of Acceptance in the form included herein as Attachment E, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the remaining Contract Documents, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, and the remaining Contract Documents, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Vacuum Excavation which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Insurance.** Procure all insurance specified in this Contract/Proposal;
4. **Taxes.** Pay all applicable federal, state, and local taxes;

5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and

6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto and by this reference made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in these Contract Documents.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of these Contract Documents and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or these Contract Documents. Work so rejected may be returned or held at Bidder's expense and risk.

Owner upon final acceptance of the Work by Owner.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in the Schedule of Prices attached hereto as Attachment D by the Unit Price set forth the Schedule of Prices attached hereto as Attachment D for such Unit Price Item.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately.

C. VALUE OF WORK

It is expressly understood and agreed that the value of the Work shall be determined as follows:

1. The value of Work shall be determined by Owner on the basis of the actual number of Unit Price Items acceptable to the Owner multiplied by the applicable Unit Price set forth in the Schedule of Prices attached hereto as Attachment D.
2. The Contract Price shall be adjusted to reflect the actual number Unit Price Items acceptable to

D. TIME OF PAYMENT

Owner shall pay to Bidder the value of Work, determined in the manner set forth above. Payment shall be in an amount equal to the sum of the number of acceptable units delivered multiplied by the per unit price and shall be made within sixty (60) days of the acceptance of the units.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 30 calendar days following the Commencement Date.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder will procure and maintain such insurance as will cover and include the entire obligation assumed by Bidder under the Contract Documents, as well as public liability insurance, including contractual liability, contractors liability and protective liability, automobile liability insurance, including non-owned automobile liability, and Workmen's Compensation and employer's liability insurance as will adequately protect Owner, the Work, and other property and persons against all damages, liability claims, losses and expenses (including attorney's fees) which may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Performance and Payment Bond. If this Contract/Proposal is accepted, Bidder shall with 10 days, but prior to the commencement of the Work, post with and for the benefit of the Owner a performance and payment bond on forms reasonably acceptable to the Owner in the penal sum of \$50,000.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal and these Contract Documents, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and these Contract Documents and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal, the Contract Documents or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal and the Contract Documents.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to

commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

7. Acknowledgments

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal and related Contract Documents.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the remaining Contract Documents including those terms contained in Owner's written notification of Acceptance attached hereto as Attachment E.

D. Remedies. In the event of a breach or violation of any term or condition of this Contract/Proposal or any of the other Contract Documents, Owner shall have recourse through any remedy available at law or in equity and all such remedies shall be cumulative.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal or other Contract Document; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal or other Contract Document; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract/Proposal together with the other Contract Documents shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal together with the other Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal or other Contract Documents shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal or other Contract Documents shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

H. Assignment. Neither this Contract/Proposal or other Contract Documents, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

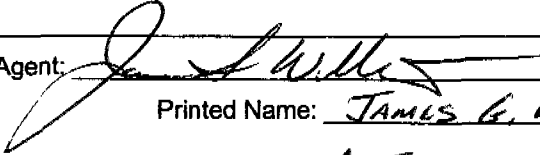
I. Governing Law. This Contract/Proposal and other Contract Documents and the rights of the parties under this Contract/Proposal and other Contract Documents shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal or other Contract Documents shall be deemed to be inserted herein.

DATED this 19TH day of AUGUST 2013

Bidder's Status: ILLINOIS Corporation (State) () Partnership () Individual Proprietor (State)

Bidder's Name: AIRY'S INC.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: JAMES G. WELLING

Title/Position: ASST. SECRETARY

Bidder's Business Address: 7455 W. JUDAN DR. TINLEY PARK, IL 60477

Bidder's Business Telephone: 708-429-0660

Facsimile: 708-429-0795

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>MARVIN HILL</u>	<u>PRESIDENT</u>	<u>2526A DoolITTLE DR MUNAR, IL 60449</u>
<u>RYAN HILL</u>	<u>VICE-PRESIDENT</u>	<u>1101 RYEHILL DR JOLIET IL 60431</u>
<u>JAMES WELLING</u>	<u>ASST. SECRETARY</u>	<u>6525 W. 164TH PL, TINLEY PARK, IL 60477</u>

Attachment A

SPECIFICATIONS

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

1. Scope of Work

- A. The DuPage Water Commission (the Commission) maintains approximately 200 miles of water distribution mains located within DuPage and Cook Counties Illinois. The distribution mains are constructed of Steel Cylinder Pipe, Pre-Cast Concrete Pressure Pipe, and Ductile Iron Pipe and vary in size from 16 to 90 inches in diameter. The Commission wishes to utilize Vacuum Excavating to verify the horizontal and vertical alignment of its water distribution mains at certain locations within its distribution system generally depicted on Attachment B, and as further described in Attachment C. The excavations shall be a minimum of 8 inches in diameter, will range from approximately 5 to 20 ft in depth, and extend through various types of soil and hard surfaces.

2. Performance of the work

- A. No excavation work shall be performed without the presence of a Commission representative.
- B. The Contractor will be responsible for determining the locations of all underground utilities and shall comply with the Illinois Underground Utility Facilities Damage Prevention Act. The Contractor shall contact the State-Of Illinois One-Call Notice System, commonly referred to as J.U.L.I.E. by telephoning 811 or 1-800-892-0123 at least 48 hours prior to excavation. This work shall not be paid for separately but shall be considered as incidental to the contract.
- C. The Contractor shall not perform, nor be compensated for, overtime work unless such overtime work has been previously authorized by the Commission in writing. For the purpose of this proposal, overtime work shall be defined as time worked in excess of a normal eight (8) hour day Monday through Friday.

3. Description of Work

- A. The number of units paid for under Pay Item Number 1. Vacuum Excavation---Straight Time, and Pay Item Number 2. Vacuum Excavation---Overtime, when previously authorized in writing by the Commission, shall include portal to portal travel to and from the Contractor's base of operation, travel between work sites, providing traffic control and protection, if required at the work site by the permitting authority, mobilization, and de-mobilization at work sites, excavation as described in 1A. above, and offsite disposal of excavated materials.
- B. In all cases, backfilling of the excavations shall be made by using course aggregate CA-6. The material shall be clean, dry and placed to within 6 inches of the existing surface grade immediately after excavation has been completed. Final backfill and surface restoration shall be the responsibility of the Commission. This work shall be paid for by the ton for Pay Item Number 3---CA-6 Backfill which unit price shall include furnishing, delivering, and placement of CA-6 Backfill in the excavation to within 6 inches of existing surface grade.

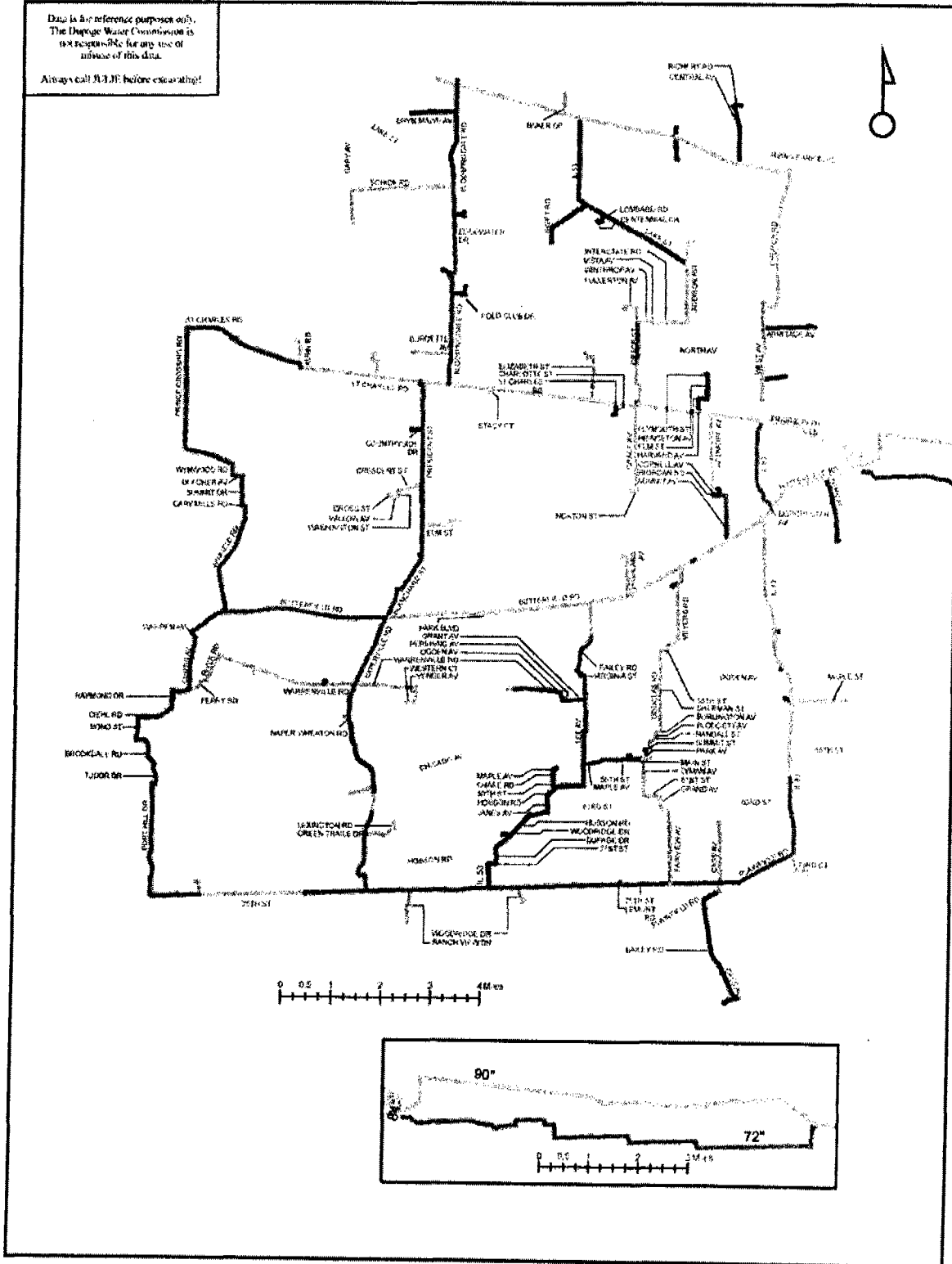
4. Publicity

- A. Owner's name or insignia, photographs of the Work, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

Attachment B

Data is for reference purposes only.
The DuPage Water Commission is
not responsible for any use or
misuse of this data.

Always call B.U.E. before excavating!



Attachment C

- 1) Butterfield Rd. and TransAm Blvd. feeder to MS-----City of Oakbrook Terrace---Grass surface
- 2) Meyers Rd. east side, north of I88-----City of Oakbrook Terrace---Grass surface
- 3) Meyers Rd. north and south of I88-----City of Oakbrook Terrace---Grass surface
- 4) Park Blvd. south of Rt.56-----Village of Glen Ellyn---Grass and Concrete surface
- 5) Highland Ave. and Butterfield Rd. -----Village of Lombard---Grass surface
- 6) 75th St. west bound from Plainfield Rd-----City of Darien---Concrete sidewalk
- 7) Rt83. south bound from Plainfield Rd-----Village of Willowbrook---Grass surface
- 8) Roselle Rd. north of Park St-----Village of Roselle---Asphalt Roadway
- 9) Plainfield Rd. from Cass Ave to MS-----City of Darien---Grass surface
- 10) Central Ave. to Foster Ave-----City of Wood dale---Asphalt roadway
- 11) 35th St. feeder-----Village of Oakbrook---Grass surface
- 12) Naperville Rd. at Forest Preserve Guard House-----City of Wheaton---Grass surface
- 13) 24" main at Raymond and Diehl Rd.----- City of Naperville---Asphalt roadway
- 14) Lake St from JFK Dr. to creek----- Village of Addison---Grass and Conc. s/w
- 15) Naperville Rd from 75th to Hobson----- City of Naperville---Grass surface
- 16) Rt83 from 22nd to Hodges Rd.-----Village of Oakbrook---Grass surface
- 17) Naper Blvd. at I-88----- City of Naperville---Grass surface
- 18) SE corner Naper Blvd. and I-88----- City of Naperville ---Grass surface
- 19) Naper Blvd .from RR tracks to Plank Rd.----- City of Naperville/Village of Lisle---Grass surface
- 20) NE corner of Naper Blvd. and Chicago Ave.----- City of Naperville/Village of Lisle---Grass surface

Attachment D

SCHEDULE OF PRICES

If the Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 of the Contract/Proposal, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below delivered to Owner by the Unit Price set forth below for such Unit Price Item:

Item No.	Description	Unit	A	B	C
			Cost Per Unit	Estimated Number of Units	(Ax B) Extension
1	Vacuum Excavation---Straight Time	Hour	405. ⁰⁰	120	48,600. ⁰⁰
2	Vacuum Excavation---Overtime	Hour	480. ⁰⁰	30	14,400. ⁰⁰
3	CA-6 Backfill	Ton	75. ⁰⁰	8	600. ⁰⁰

TOTAL OF COLUMNS C ITEMS 1-3 SIXTY THREE THOUSAND SIX HUNDRED Dollars and ZERO Cents
 (in writing) (in writing)

63,600 Dollars and 00 Cents
 (in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- All prices stated in this Schedule of Prices are firm and shall not be subject to escalation or change;
- Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in this Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
- All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in this Schedule of Prices;
- The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item delivered to Owner in full compliance with the Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
- Any items of Work not specifically listed or referred to in this Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price.

Signature of Bidder or Authorized Agent: _____

Printed Name: JAMES G. WELLING

Title/Position: ASST. SECRETARY

Attachment E

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this 19th day of SEPTEMBER, 2013

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By: _____
John F. Spatz, Jr.
General Manager

Exhibit B

DuPAGE WATER COMMISSION

REQUEST FOR PROPOSALS

OWNER:

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

Owner will receive sealed proposals for the Work generally described as follows:

VACUUM EXCAVATION SERVICES

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., August 19th, 2013.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

The "Contract Documents" shall be deemed to include this Request for Proposals and the "Contract/Proposal" attached hereto and incorporated herein as Exhibit "A" together with Attachments A through E attached thereto and incorporated therein. The "Work" shall be for "Vacuum Excavation" which shall be defined to be a means of soil extraction where water or an air jet is used to break up soil followed by extraction of these materials through a vacuum device.

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item named in the Schedule of Prices attached to the Contract/Proposal form as Attachment D. All proposals shall be dated on page 4 of the Contract/Proposal form and shall be signed by an authorized official, including page 5 of the Contract/Proposal form and the Schedule of Prices attached to the Contract/Proposal form as Attachment D. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Ed Kazmierczak, Pipeline Supervisor, at 630-834-0100 between the hours of 7:00 AM and 3:30 PM.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals are being solicited pursuant to, and will be acted upon, Article VIII, Section 5 of the Owner's By-Laws. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

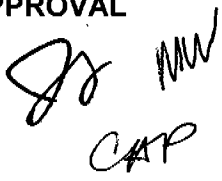
Owner shall notify the successful Bidder's of the acceptance of its proposal by the transmission of the Acceptance in the form attached to the Contract/Proposal as Attachment E. Upon the transmission of the Acceptance by the Owner, the Contract Documents shall become the contract for the Work.

DATED this 22nd day of July 2013.

DuPAGE WATER COMMISSION

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

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering and Construction Committee	ORIGINATING DEPARTMENT Operations
ITEM Authorization for Building Automation System upgrade from Schneider Electric estimated not to exceed \$35,000.00	APPROVAL 
<p>Account Number: 01-60-6560</p> <p>In order to enhance indoor air quality throughout the DuPage Water Commission Facilities during planned and unplanned backup generator operation and to enhance Building Automation System (BAS) functionality, Staff is recommending an upgrade to its current BAS. The DuPage Water Commission currently uses Continuum Building Automation Solutions for its BAS needs. The new Generator Facility BAS system was recently installed by Schneider Electric.</p> <p>At the present time, during planned backup generator operation, staff manually shuts down the air handling units prior to running generators and manually turns on the air handling units after turning generators off to prevent diesel byproduct and carbon monoxide within the ambient air from being sucked into the air handling unit's fresh air intakes. An upgrade to the BAS would automate the air handler unit's shutdown/startup operation or modulation of fresh air intakes, while mitigating the undesirable outside air from entering the facilities during planned and unplanned backup generator operation. An upgrade to the BAS would also provide improved alarm notification and alarm reporting capabilities.</p> <p>This request would authorize the purchase for service from Schneider Electric as the exclusive authorized service provider for Continuum Building Automation Solutions systems for Central and Northern Illinois.</p> <p>This expense was budgeted in the FY 2013/2014 Annual Management Budget, but Board approval is required due to the sole source supply at a cost in excess of \$20,000. Service is estimated not to exceed an expense of \$35,000.00.</p>	
<p>MOTION: To authorize for Building Automation System upgrade from Schneider Electric estimated not to exceed \$35,000.00</p>	