DuPage Water Commission
MEMORANDUM

TO: Chairman Vondra and Commissioners

FROM: Robert L. Martin, P.E.
General Manager

DATE: August 9, 2005

SUBJECT: Supplemental Board Package Material

Attached is the following supplemental information for the August 11, 2005 Commission meeting:

1. Memorandum dated August 9, 2005 to Commissioner Chaplin regarding Resolution No. R-49-05.

2. Revised memorandum for Financial Report – July, 2005

3. Revised Treasurer's Report for the month of July, 2005

4. Revised Alvord, Burdick & Howson, Master Engineering Agreement Spreadsheet dated 9-Aug-05

Board/Commission Meeting Documents/August 11, 2005 Commission Meeting/CD/Supplemental Board Package Material 050809.doc

DuPage Water Commission
MEMORANDUM

TO: Commissioner Chaplin

COPIES: Chairman Vondra and Commissioners

FROM: Robert L. Martin, P.E.
General Manager

DATE: August 9, 2005

SUBJECT: Resolution No. R-49-05

The following are provided to you in response to your e-mail of August 8, 2005.

A copy of the June 10, 2005 memorandum

A copy of the June 10, 2005 memorandum is attached.

The blanks filled in from A-F for all contractors that bid.

Copies of the pages from the bid documents for Rossi Contractors, Inc., George W. Kennedy Construction Company, Inc., Kovilic Construction Company, Inc. and John Neri Construction Company, Inc. are provided. Pages I-1 and I-2 are the bids submitted by the contractors. Pages III-7 and III-8 were filled out by the contractors and were used for bid comparison. Contractors are directed to submit the entire bid document. Kovilic Construction submitted selected pages and did not submit pages III-7 and III-8 with their bid.

How many man hours for the theoretical project and the cost of materials?

As stated in the June 10, 2005 memorandum, the worksheet attached to the memorandum and subsequently shown on pages III-7 and III-8 of the bid document was developed based upon historical costs for past Work Authorization Orders under Quick Response Contract QR-6. The evaluation was based on a theoretical non-emergency project for a total cost of $25,000 without fees and a non-emergency project for a total cost of $12,500 without fees.

Robert Martin

From: bchaplin03@comcast.net
Sent: Monday, August 08, 2005 6:08 PM
To: Robert Martin
Subject: R-49-05

Bob,

After our phone conversation this morning and reviewing R-49-05 again this afternoon I am requesting the following information.

A copy of the June 10, 2005 memorandum.

The blanks filled in from A-F for all contractors that bid.

How many man hours for the theoretical project and the cost of materials?

Thank you in advance.

Liz

DuPage Water Commission
MEMORANDUM

TO: Chairman Vondra and Commissioners

FROM: Robert L. Martin, P.E.
General Manager

DATE: June 10, 2005

SUBJECT: Quick Response Contract
Contract QR-7/05

At the May 12, 2005 Engineering Committee and Commission meetings, there was discussion regarding how the bids would be evaluated for the Quick Response Contract QR-7/05. As a matter of background, I would like to explain the purpose of the quick response contract.

Background

The quick response contract was established to provide the Commission a vehicle to perform repairs to its system and to perform construction projects that were not easily bid. Most public works organizations have in-house staff and equipment to perform these activities. When the Commission first began operation in 1992, as an alternative to hiring a large staff and purchasing large pieces of equipment to perform repairs, it was decided to have a quick response contract with several different contractors.

Contracting with more than one contractor motivates each contractor to prosecute the work efficiently in order to be considered for future work. Staff endeavors, if at all possible, to allocate the work among all contractors equally, but the assignment evaluation process also considers the proximity of the contractor to the work site.

Proposed Methodology

The following pages show the methodology that will be used to determine the most favorable bids. A description of this methodology will be included in the instructions to bidders. Based upon historical costs for past Work Authorization Orders under Quick Response Contract QR-6, the attached worksheet was developed. The evaluation will be based on a theoretical non-emergency project for a total cost of $25,000 without fees, a non-emergency project for a total cost of $12,500 without fees, estimated material storage for 16,000 square feet, and annual insurance and bond costs.

NON-EMERGENCY WORK

	ACTUAL T & M COST		FEE		AMOUNT
LABOR	9,575.00	A	%	NEA	
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	6,875.00	B	%	NEB	
OWNED & RENTED EQUIPMENT	8,550.00	C	%	NEC	
Total NEA + NEB + NEC				a	

EMERGENCY WORK

	ACTUAL T & M COST		FEE		AMOUNT
LABOR	4,787.50	A	%	EA	
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	3,437.50	B	%	EB	
OWNED & RENTED EQUIPMENT	4,275.00	C	%	EC	
Total EA + EB + EC				ET	
Multiply ET by D		D	%	ED	
Total				b	

STORAGE OF DWC MATERIAL

	SQ FT UNITS		RATE		
PIPE STORAGE	16,000	E		c	

INSURANCE AND BONDS

	YEARLY UNITS		RATE		
INSURANCE AND BONDS	1	**F**	_____	**d**	_____

TOTAL **Add a + b + c + d** _____

CONTRACT QR-7/05
BIDDER'S PROPOSAL FOR THE DuPAGE WATER COMMISSION
QUICK RESPONSE CONTRACT

Full Name of Bidder Rossi Contractors, Inc.

Main Business Address 201 W. Lake St.

Principal Office Address North Lake, IL 60164

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

The undersigned, hereinafter referred to as "Bidder", declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and that Bidder has carefully examined the Contract Documents for the above-designated work and all other documents referred to or mentioned in the Contract Documents, including Addenda Nos. NONE [if none, write "NONE"], the receipt of which are hereby acknowledged.

Bidder proposes, and agrees, that if this proposal is accepted, Bidder will contract with the Commission, in the form of the Contract Agreement included in these Contract Documents, to provide all necessary labor, materials, equipment, supplies, services, machinery, tools, storage, information, guaranties, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials, equipment, supplies, yard storage sites, permits, licenses, guaranties, bonds and insurance specified or referred to in any Work Authorization Order or elsewhere in the Contract Documents, and to pay all applicable federal, state and local taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.) (hereinafter referred to as the "Work"); that Bidder will perform the Work in the manner and time prescribed in the Contract Documents, and according to the requirements of the Commission as therein set forth; that Bidder will timely furnish the bonds and certificates and policies of insurance specified in the Contract Documents; that Bidder will do all other things required of the Bidder or Contractor, as the case may be, by any Work Authorization Order or the Contract Documents; and that Bidder will take in full payment therefor, including overhead and profit and payment in full to all Subcontractors, an amount or amounts determined on the basis of the rates and/or fees set forth below.

Bidder hereby agrees to complete the Work in accordance with the Contract Documents for the following compensation:

A. **For Labor** - the prevailing rate of wages (hourly rate, overtime rate, and hourly fringe rate) for similar work in the county in which the Work is to be performed for all **NON-UNION** laborers, mechanics and other workers in

accordance with "An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in Any Public Works by the State, County, City or any Public Body or any Political Subdivision or By Anyone Under Contract for Public Works," 820 ILCS 130/1, or the union contract wage rate then in effect for all **UNION** laborers, mechanics and other workers, as applicable, **PLUS** 65 %.

B. **For Non-Commission Supplied Material, Equipment and Supplies Incorporated into the Work** - the invoiced cost to Bidder or Bidder's affiliates or subsidiaries, whichever is less, minus all discounts, **PLUS** 5 %.

C. **For Owned and Rented Equipment Used in the Prosecution of the Work** - the rate resulting from multiplying the approved monthly rate schedule in the most recent edition of "RENTAL RATE BLUEBOOK FOR CONSTRUCTION EQUIPMENT" (the Bluebook), published by Nielson/Dataquest, or a similar publication approved by the Commission, by twelve (12) and dividing the product by two thousand eighty (2,080), plus the estimated operating cost per hour as set forth therein, **PLUS** 10 %.

D. **For Priority Work** - An Additional 5 % on the sum of Items A, B and C above.

E. **For Storage of Commission Property** - $ 1.00 per square foot per month of storage space supplied.

F. **For Insurance and Bonds** - $ 1,000.00 per year.

Bidder acknowledges that the Commission is not subject to state or local sales and use taxes and certain federal excise taxes, and warrants that such taxes have not been included in the bid amounts.

BIDDER ACKNOWLEDGES AND AGREES THAT COMPENSATION BASED UPON THE ABOVE-SPECIFIED RATES AND FEES SHALL CONSTITUTE THE SOLE COMPENSATION PAYABLE TO BIDDER FOR PERFORMANCE OF THE WORK OR ANYTHING DONE IN CONNECTION THEREWITH OR HEREWITH AND ANY ITEMS OF WORK NOT SPECIFICALLY LISTED OR REFERRED TO ABOVE SHALL BE DEEMED INCIDENTAL TO THE COST OF THE WORK, INCLUDING, BUT NOT LIMITED TO, EMPLOYMENT TAXES (F.I.C.A, FEDERAL UNEMPLOYMENT COMPENSATION TAXES, STATE UNEMPLOYMENT COMPENSATION TAXES, ETC.), EXTRAORDINARY EQUIPMENT REPAIR, THE COST OF TRANSPORTATION, THE COST OF PREPARING SCHEDULES AND SUBMITTALS, THE COST OR RENTAL OF SMALL TOOLS OR BUILDINGS, THE COST OR RENTAL OF EQUIPMENT NOT LISTED IN THE BLUEBOOK BUT USED IN THE PROSECUTION OF THE WORK, THE COST OF UTILITIES AND SANITARY CONVENIENCES OR ANY PORTION OF THE TIME OF THE CONTRACTOR, ITS SUPERINTENDENTS OR ITS OFFICE AND ENGINEERING STAFF.

ROSS 1

Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) Most Favorable Bidders. A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids (calculated in the manner set forth below), the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

For purposes of making such a preliminary determination and no other purpose, the dollar amount of the bids shall be calculated based upon the applicable rates and fees set forth in each Bidder's Proposal for a theoretical non-emergency project costing $25,000 before markup, a theoretical non-emergency project costing $12,500 before markup, 16,000 square feet of material storage for a single month, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, Y, and Z, where:

"W" equals NEA + NEB + NEC

NON-EMERGENCY WORK	ACTUAL T & M COST		BID MARKUP		AMOUNT
LABOR	9,575.00	A	65 %	NEA	15,798.75
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	6,875.00	B	5 %	NEB	7,218.75
OWNED & RENTED EQUIPMENT	8,550.00	C	10 %	NEC	9,405.00
Total NEA + NEB + NEC				W	32,422.50

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"X" equals ET + ED

EMERGENCY WORK

	ACTUAL T & M COST		BID MARKUP		AMOUNT
LABOR	4,787.50	A	65 %	EA	7,899.38
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	3,437.50	B	5 %	EB	3,609.38
OWNED & RENTED EQUIPMENT	4,275.00	C	10 %	EC	4,702.50
Total EA + EB + EC				ET	16,211.26
Multiply ET by D		D	5 %	ED	17,021.82
Total				X	17,021.82

"Y" equals E x 16,000

STORAGE OF DWC MATERIAL

	SQ FT UNITS		BID RATE		
PIPE STORAGE FOR SINGLE MONTH	16,000	E	1.00	Y	16,000.00

and "Z" equals F

INSURANCE AND BONDS

	YEARLY UNITS		BID RATE		
INSURANCE AND BONDS FOR SINGLE YEAR	1	F	1,000	Z	1,000.00
TOTAL	**W + X +Y +Z**		66,444.32		

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

ROSSI

CONTRACT QR-7/05
BIDDER'S PROPOSAL FOR THE DuPAGE WATER COMMISSION
QUICK RESPONSE CONTRACT

Full Name of Bidder George W. Kennedy Construction Co.

Main Business Address 580 Old Skokie Road Park City IL 60085

Principal Office Address _____

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

The undersigned, hereinafter referred to as "Bidder", declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and that Bidder has carefully examined the Contract Documents for the above-designated work and all other documents referred to or mentioned in the Contract Documents, including Addenda Nos. _____ [if none, write "NONE"], the receipt of which are hereby acknowledged.

Bidder proposes, and agrees, that if this proposal is accepted, Bidder will contract with the Commission, in the form of the Contract Agreement included in these Contract Documents, to provide all necessary labor, materials, equipment, supplies, services, machinery, tools, storage, information, guaranties, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials, equipment, supplies, yard storage sites, permits, licenses, guaranties, bonds and insurance specified or referred to in any Work Authorization Order or elsewhere in the Contract Documents, and to pay all applicable federal, state and local taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.) (hereinafter referred to as the "Work"); that Bidder will perform the Work in the manner and time prescribed in the Contract Documents, and according to the requirements of the Commission as therein set forth; that Bidder will timely furnish the bonds and certificates and policies of insurance specified in the Contract Documents; that Bidder will do all other things required of the Bidder or Contractor, as the case may be, by any Work Authorization Order or the Contract Documents; and that Bidder will take in full payment therefor, including overhead and profit and payment in full to all Subcontractors, an amount or amounts determined on the basis of the rates and/or fees set forth below.

Bidder hereby agrees to complete the Work in accordance with the Contract Documents for the following compensation:

A. **For Labor** - the prevailing rate of wages (hourly rate, overtime rate, and hourly fringe rate) for similar work in the county in which the Work is to be performed for all **NON-UNION** laborers, mechanics and other workers in

accordance with "An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in Any Public Works by the State, County, City or any Public Body or any Political Subdivision or By Anyone Under Contract for Public Works," 820 ILCS 130/1, or the union contract wage rate then in effect for all **UNION** laborers, mechanics and other workers, as applicable, **PLUS** 45 %.

B. **For Non-Commission Supplied Material, Equipment and Supplies Incorporated into the Work** - the invoiced cost to Bidder or Bidder's affiliates or subsidiaries, whichever is less, minus all discounts, **PLUS** 10 %.

C. **For Owned and Rented Equipment Used in the Prosecution of the Work** - the rate resulting from multiplying the approved monthly rate schedule in the most recent edition of "RENTAL RATE BLUEBOOK FOR CONSTRUCTION EQUIPMENT" (the Bluebook), published by Nielson/Dataquest, or a similar publication approved by the Commission, by twelve (12) and dividing the product by two thousand eighty (2,080), plus the estimated operating cost per hour as set forth therein, **PLUS** 12 %.

D. **For Priority Work** - An Additional 12 % on the sum of Items A, B and C above.

E. **For Storage of Commission Property** - $ $1.25 per square foot per month of storage space supplied.

F. **For Insurance and Bonds** - $ 22,500 .00 per year.

Bidder acknowledges that the Commission is not subject to state or local sales and use taxes and certain federal excise taxes, and warrants that such taxes have not been included in the bid amounts.

BIDDER ACKNOWLEDGES AND AGREES THAT COMPENSATION BASED UPON THE ABOVE-SPECIFIED RATES AND FEES SHALL CONSTITUTE THE SOLE COMPENSATION PAYABLE TO BIDDER FOR PERFORMANCE OF THE WORK OR ANYTHING DONE IN CONNECTION THEREWITH OR HEREWITH AND ANY ITEMS OF WORK NOT SPECIFICALLY LISTED OR REFERRED TO ABOVE SHALL BE DEEMED INCIDENTAL TO THE COST OF THE WORK, INCLUDING, BUT NOT LIMITED TO, EMPLOYMENT TAXES (F.I.C.A, FEDERAL UNEMPLOYMENT COMPENSATION TAXES, STATE UNEMPLOYMENT COMPENSATION TAXES, ETC.), EXTRAORDINARY EQUIPMENT REPAIR, THE COST OF TRANSPORTATION, THE COST OF PREPARING SCHEDULES AND SUBMITTALS, THE COST OR RENTAL OF SMALL TOOLS OR BUILDINGS, THE COST OR RENTAL OF EQUIPMENT NOT LISTED IN THE BLUEBOOK BUT USED IN THE PROSECUTION OF THE WORK, THE COST OF UTILITIES AND SANITARY CONVENIENCES OR ANY PORTION OF THE TIME OF THE CONTRACTOR, ITS SUPERINTENDENTS OR ITS OFFICE AND ENGINEERING STAFF.

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Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) Most Favorable Bidders. A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of th bids (calculated in the manner set forth below), the Commission's prior experience wit the bidders, the Commission's knowledge of the bidders' performance on other relevar projects, and all other relevant facts or matters mentioned in the Contract Documents o that the Commission may legally consider in making its determination. The making o such a preliminary determination shall not waive the Commission's right to reject an and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

For purposes of making such a preliminary determination and no other purpose the dollar amount of the bids shall be calculated based upon the applicable rates anc fees set forth in each Bidder's Proposal for a theoretical non-emergency project costing $25,000 before markup, a theoretical non-emergency project costing $12,500 before markup, 16,000 square feet of material storage for a single month, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, Y, and Z, where:

"W" equals NEA + NEB + NEC

NON-EMERGENCY WORK	ACTUAL T & M COST		BID MARKUP		AMOUNT
LABOR	9,575.00	A	45 %	NEA	13,883.75
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	6,875.00	B	10 %	NEB	7562.50
OWNED & RENTED EQUIPMENT	8,550.00	C	12%	NEC	9576.00
Total NEA + NEB + NEC				W	31,022.25

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"X" equals ET + ED

EMERGENCY WORK

	ACTUAL T & M COST		BID MARKUP		AMOUNT
LABOR	4,787.50	A	45 %	EA	6941.00
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	3,437.50	B	10 %	EB	3781.25
OWNED & RENTED EQUIPMENT	4,275.00	C	12 %	EC	4788.00
Total EA + EB + EC				ET	15,511.13
Multiply ET by D		D	12 %	ED	17,372.47
Total				X	17,372.47

"Y" equals E x 16,000

STORAGE OF DWC MATERIAL

	SQ FT UNITS		BID RATE		
PIPE STORAGE FOR SINGLE MONTH	16,000	E	1.25	Y	20,000.00

and "Z" equals F

INSURANCE AND BONDS

	YEARLY UNITS		BID RATE		
INSURANCE AND BONDS FOR SINGLE YEAR	1	F	22,500	Z	22,500.00
TOTAL	**W + X +Y +Z**		90,894.72		

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

KENNEDY

CONTRACT QR-7/05
BIDDER'S PROPOSAL FOR THE DuPAGE WATER COMMISSION
QUICK RESPONSE CONTRACT

Full Name of Bidder KOVILIC CONSTRUCTION COMPANY, INC.

Main Business Address 3721 N. CARNATION ST., FRANKLIN PARK, IL 60131

Principal Office Address SAME

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

The undersigned, hereinafter referred to as "Bidder", declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and that Bidder has carefully examined the Contract Documents for the above-designated work and all other documents referred to or mentioned in the Contract Documents, including Addenda Nos. _____ [if none, write "NONE"], the receipt of which are hereby acknowledged.

Bidder proposes, and agrees, that if this proposal is accepted, Bidder will contract with the Commission, in the form of the Contract Agreement included in these Contract Documents, to provide all necessary labor, materials, equipment, supplies, services, machinery, tools, storage, information, guaranties, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials, equipment, supplies, yard storage sites, permits, licenses, guaranties, bonds and insurance specified or referred to in any Work Authorization Order or elsewhere in the Contract Documents, and to pay all applicable federal, state and local taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.) (hereinafter referred to as the "Work"); that Bidder will perform the Work in the manner and time prescribed in the Contract Documents, and according to the requirements of the Commission as therein set forth; that Bidder will timely furnish the bonds and certificates and policies of insurance specified in the Contract Documents; that Bidder will do all other things required of the Bidder or Contractor, as the case may be, by any Work Authorization Order or the Contract Documents; and that Bidder will take in full payment therefor, including overhead and profit and payment in full to all Subcontractors, an amount or amounts determined on the basis of the rates and/or fees set forth below.

Bidder hereby agrees to complete the Work in accordance with the Contract Documents for the following compensation:

A. **For Labor** - the prevailing rate of wages (hourly rate, overtime rate, and hourly fringe rate) for similar work in the county in which the Work is to be performed for all **NON-UNION** laborers, mechanics and other workers in

accordance with "An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in Any Public Works by the State, County, City or any Public Body or any Political Subdivision or By Anyone Under Contract for Public Works," 820 ILCS 130/1, or the union contract wage rate then in effect for all **UNION** laborers, mechanics and other workers, as applicable, **PLUS** 85 %.

B. **For Non-Commission Supplied Material, Equipment and Supplies Incorporated into the Work** - the invoiced cost to Bidder or Bidder's affiliates or subsidiaries, whichever is less, minus all discounts, **PLUS** 35 %.

C. **For Owned and Rented Equipment Used in the Prosecution of the Work** - the rate resulting from multiplying the approved monthly rate schedule in the most recent edition of "RENTAL RATE BLUEBOOK FOR CONSTRUCTION EQUIPMENT" (the Bluebook), published by Nielson/Dataquest, or a similar publication approved by the Commission, by twelve (12) and dividing the product by two thousand eighty (2,080), plus the estimated operating cost per hour as set forth therein, **PLUS** 75 %.

D. **For Priority Work** - An Additional 50 % on the sum of Items A, B and C above.

E. **For Storage of Commission Property** - $ 1.00 per square foot per month of storage space supplied.

F. **For Insurance and Bonds** - $ 20,000.00 per year.

Bidder acknowledges that the Commission is not subject to state or local sales and use taxes and certain federal excise taxes, and warrants that such taxes have not been included in the bid amounts.

BIDDER ACKNOWLEDGES AND AGREES THAT COMPENSATION BASED UPON THE ABOVE-SPECIFIED RATES AND FEES SHALL CONSTITUTE THE SOLE COMPENSATION PAYABLE TO BIDDER FOR PERFORMANCE OF THE WORK OR ANYTHING DONE IN CONNECTION THEREWITH OR HEREWITH AND ANY ITEMS OF WORK NOT SPECIFICALLY LISTED OR REFERRED TO ABOVE SHALL BE DEEMED INCIDENTAL TO THE COST OF THE WORK, INCLUDING, BUT NOT LIMITED TO, EMPLOYMENT TAXES (F.I.C.A, FEDERAL UNEMPLOYMENT COMPENSATION TAXES, STATE UNEMPLOYMENT COMPENSATION TAXES, ETC.), EXTRAORDINARY EQUIPMENT REPAIR, THE COST OF TRANSPORTATION, THE COST OF PREPARING SCHEDULES AND SUBMITTALS, THE COST OR RENTAL OF SMALL TOOLS OR BUILDINGS, THE COST OR RENTAL OF EQUIPMENT NOT LISTED IN THE BLUEBOOK BUT USED IN THE PROSECUTION OF THE WORK, THE COST OF UTILITIES AND SANITARY CONVENIENCES OR ANY PORTION OF THE TIME OF THE CONTRACTOR, ITS SUPERINTENDENTS OR ITS OFFICE AND ENGINEERING STAFF.

KOVILIC

CONTRACT QR-7/05
BIDDER'S PROPOSAL FOR THE DuPAGE WATER COMMISSION
QUICK RESPONSE CONTRACT

Full Name of Bidder John Neri Construction Co, Inc.

Main Business Address 770 FACTORY ROAD

Principal Office Address ADDISON, IL 60101

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

The undersigned, hereinafter referred to as "Bidder", declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and that Bidder has carefully examined the Contract Documents for the above-designated work and all other documents referred to or mentioned in the Contract Documents, including Addenda Nos. None [if none, write "NONE"], the receipt of which are hereby acknowledged.

Bidder proposes, and agrees, that if this proposal is accepted, Bidder will contract with the Commission, in the form of the Contract Agreement included in these Contract Documents, to provide all necessary labor, materials, equipment, supplies, services, machinery, tools, storage, information, guaranties, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials, equipment, supplies, yard storage sites, permits, licenses, guaranties, bonds and insurance specified or referred to in any Work Authorization Order or elsewhere in the Contract Documents, and to pay all applicable federal, state and local taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.) (hereinafter referred to as the "Work"); that Bidder will perform the Work in the manner and time prescribed in the Contract Documents, and according to the requirements of the Commission as therein set forth; that Bidder will timely furnish the bonds and certificates and policies of insurance specified in the Contract Documents; that Bidder will do all other things required of the Bidder or Contractor, as the case may be, by any Work Authorization Order or the Contract Documents; and that Bidder will take in full payment therefor, including overhead and profit and payment in full to all Subcontractors, an amount or amounts determined on the basis of the rates and/or fees set forth below.

Bidder hereby agrees to complete the Work in accordance with the Contract Documents for the following compensation:

A. **For Labor** - the prevailing rate of wages (hourly rate, overtime rate, and hourly fringe rate) for similar work in the county in which the Work is to be performed for all **NON-UNION** laborers, mechanics and other workers in

accordance with "An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in Any Public Works by the State, County, City or any Public Body or any Political Subdivision or By Anyone Under Contract for Public Works," 820 ILCS 130/1, or the union contract wage rate then in effect for all **UNION** laborers, mechanics and other workers, as applicable, **PLUS** 42 %.

B. **For Non-Commission Supplied Material, Equipment and Supplies Incorporated into the Work** - the invoiced cost to Bidder or Bidder's affiliates or subsidiaries, whichever is less, minus all discounts, **PLUS** 20 %.

C. **For Owned and Rented Equipment Used in the Prosecution of the Work** - the rate resulting from multiplying the approved monthly rate schedule in the most recent edition of "RENTAL RATE BLUEBOOK FOR CONSTRUCTION EQUIPMENT" (the Bluebook), published by Nielson/Dataquest, or a similar publication approved by the Commission, by twelve (12) and dividing the product by two thousand eighty (2,080), plus the estimated operating cost per hour as set forth therein, **PLUS** 180 %.

D. **For Priority Work** - An Additional 20 % on the sum of Items A, B and C above.

E. **For Storage of Commission Property** - $ 3.50 per square foot per month of storage space supplied.

F. **For Insurance and Bonds** - $ 7500 . 00 per year.

Bidder acknowledges that the Commission is not subject to state or local sales and use taxes and certain federal excise taxes, and warrants that such taxes have not been included in the bid amounts.

BIDDER ACKNOWLEDGES AND AGREES THAT COMPENSATION BASED UPON THE ABOVE-SPECIFIED RATES AND FEES SHALL CONSTITUTE THE SOLE COMPENSATION PAYABLE TO BIDDER FOR PERFORMANCE OF THE WORK OR ANYTHING DONE IN CONNECTION THEREWITH OR HEREWITH AND ANY ITEMS OF WORK NOT SPECIFICALLY LISTED OR REFERRED TO ABOVE SHALL BE DEEMED INCIDENTAL TO THE COST OF THE WORK, INCLUDING, BUT NOT LIMITED TO, EMPLOYMENT TAXES (F.I.C.A, FEDERAL UNEMPLOYMENT COMPENSATION TAXES, STATE UNEMPLOYMENT COMPENSATION TAXES, ETC.), EXTRAORDINARY EQUIPMENT REPAIR, THE COST OF TRANSPORTATION, THE COST OF PREPARING SCHEDULES AND SUBMITTALS, THE COST OR RENTAL OF SMALL TOOLS OR BUILDINGS, THE COST OR RENTAL OF EQUIPMENT NOT LISTED IN THE BLUEBOOK BUT USED IN THE PROSECUTION OF THE WORK, THE COST OF UTILITIES AND SANITARY CONVENIENCES OR ANY PORTION OF THE TIME OF THE CONTRACTOR, ITS SUPERINTENDENTS OR ITS OFFICE AND ENGINEERING STAFF.

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Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) Most Favorable Bidders. A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids (calculated in the manner set forth below), the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

For purposes of making such a preliminary determination and no other purpose, the dollar amount of the bids shall be calculated based upon the applicable rates and fees set forth in each Bidder's Proposal for a theoretical non-emergency project costing $25,000 before markup, a theoretical non-emergency project costing $12,500 before markup, 16,000 square feet of material storage for a single month, and insurance and bond costs for one year, and shall be deemed to be the sum of W, X, Y, and Z, where:

"W" equals NEA + NEB + NEC

NON-EMERGENCY WORK	ACTUAL T & M COST		BID MARKUP		AMOUNT
LABOR	9,575.00	A	42 %	NEA	13596.50
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	6,875.00	B	20 %	NEB	8250.00
OWNED & RENTED EQUIPMENT	8,550.00	C	18 %	NEC	10,089.00
Total NEA + NEB + NEC				W	31,935.50

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"X" equals ET + ED

EMERGENCY WORK

	ACTUAL T & M COST		BID MARKUP		AMOUNT
LABOR	4,787.50	A	42 %	EA	6798.25
NON-DWC SUPPLIED MATL, EQUIP & SUPPLIES	3,437.50	B	20 %	EB	4125.00
OWNED & RENTED EQUIPMENT	4,275.00	C	18 %	EC	5044.50
Total EA + EB + EC				ET	15967.75
Multiply ET by D		D	20 %	ED	19,161.30
Total				X	19,161.30

"Y" equals E x 16,000

STORAGE OF DWC MATERIAL

	SQ FT UNITS		BID RATE		
PIPE STORAGE FOR SINGLE MONTH	16,000	E	3.50	Y	56,000.00

and "Z" equals F

INSURANCE AND BONDS

	YEARLY UNITS		BID RATE		
INSURANCE AND BONDS FOR SINGLE YEAR	1	F	7500.00	Z	7500.00
TOTAL	**W + X +Y +Z**		114,596.80		

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

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DuPage Water Commission
MEMORANDUM

TO: Robert Martin, General Manager

FROM: R. Max Richter, Financial Administrator

DATE: August 5, 2005
August 9, 2005 (Revised)

SUBJECT: Financial Report – July, 2005

- Water sales for the fiscal year are over budget by $1,308,000 (11.1%) because of warm and dry weather. Correspondingly, water purchases from Chicago were over budget by $236,000 (1.5%).
- July sales tax collections (April sales) were $172,000 (6.5%) more than the same period last fiscal year.
- The over budget condition in investment income is due to higher than budgeted investment yields.
- An audit adjusting entry for the 2005 fiscal year was made adjusting the accrual for the January sales tax. The net impact of the entry increased Sales Tax Revenues and Sales Tax Receivable by $907,168.
- Commission's investment portfolio had a market value of $144.4 million on July 31. The original purchase price of the portfolio was $145.3 million. The portfolio was earning approximately 3.62 % based on market yield and on 3.21 % based original purchase price.

cc: Chairman and Commissioners

Financial Report – 2005.07

DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
July 31, 2005

	CURRENT MONTH			YEAR-TO-DATE		
REVENUE	ACTUAL FY 2006	ACTUAL FY 2005	INCR. - (DECR.)	ACTUAL FY 2006	ACTUAL FY 2005	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
WATER SALES	4,223,163.61	5,435,810.27	(1,212,646.66)	12,508,830.53	12,358,832.17	149,998.36
SALES TAXES	2,797,658.72	2,625,683.54	171,975.18	8,142,167.97	7,824,320.41	317,847.56
INVESTMENT INCOME (1)	676,007.45	156,648.91	519,358.54	1,418,888.17	(83,356.58)	1,502,244.75
OTHER INCOME	85.00	0.00	85.00	210.00	107,393.25	(107,183.25)
TOTAL REVENUE	7,696,914.78	8,218,142.72	(521,227.94)	22,070,096.67	20,207,189.25	1,862,907.42
EXPENSES						
PERSONAL SERVICES	280,223.34	251,113.78	29,109.56	706,522.10	730,880.44	(24,358.34)
PROFESSIONAL SERVICES	6,858.66	23,615.37	(16,756.71)	26,103.85	76,481.29	(50,377.44)
CONTRACTUAL SERVICES	36,315.35	39,811.50	(3,496.15)	70,711.58	136,654.89	(65,943.31)
INSURANCE	5,967.00	0.00	5,967.00	12,616.00	13,816.00	(1,200.00)
ADMINISTRATIVE COSTS	9,099.52	10,832.95	(1,733.43)	31,173.63	31,955.43	(781.80)
WATER SUPPLY COSTS	5,408,412.52	3,225,091.54	2,183,320.98	12,670,579.56	9,577,592.40	3,092,987.16
BOND PRINCIPAL & INTEREST	0.00	0.00	0.00	11,083,968.75	14,292,878.78	(3,208,910.03)
LAND AND RIGHT OF WAY	0.00	0.00	0.00	0.00	500.00	(500.00)
CAPITAL OUTLAY	7,542.96	45,745.99	(38,203.03)	52,171.84	67,958.44	(15,786.60)
TOTAL OPERATING EXPENSES	5,754,419.35	3,596,211.13	2,158,208.22	24,653,847.31	24,928,717.67	(274,870.36)
CONSTRUCTION EXPENDITURES	641,240.92	974,194.36	(332,953.44)	3,771,282.70	2,188,793.77	1,582,488.93
TRANSFERS TO OTHER GOVERNMENTS	0.00	300,000.00	(300,000.00)	15,000,000.00	15,800,000.00	(800,000.00)
TOTAL EXPENSES	6,395,660.27	4,870,405.49	1,525,254.78	43,425,130.01	42,917,511.44	507,618.57
NET FUND TRANSACTIONS	1,301,254.51	3,347,737.23	(2,046,482.72)	(21,355,033.34)	(22,710,322.19)	1,355,288.85
BEGINNING BALANCE				166,981,277.91	190,231,206.72	(23,249,928.81)
ENDING BALANCE				145,626,244.57	167,520,884.53	(21,894,639.96)

FUNDS CONSIST OF:				July 31, 2005	July 31, 2004	INCR. - (DECR.)
PETTY CASH				800.00	500.00	300.00
CASH AT BANK ONE				7,525.91	3,155.02	4,370.89
CASH AT OAKBROOK BANK LOCK BOX				285,403.12	921,031.58	(635,628.46)
CASH AT VILLA PARK TRUST & SAVINGS				5,063.51	5,644.85	(581.34)
TOTAL CASH	July 31, 2005	July 31, 2004	% CHANGE	298,792.54	930,331.45	(631,538.91)
ILLINOIS FUNDS MONEY MARKET	9.8%	15.7%	-45.6%	14,257,553.14	26,213,010.71	(11,955,457.57)
ILLINOIS FUNDS PRIME FUND	17.3%	33.7%	-55.2%	25,114,363.70	56,092,699.95	(30,978,336.25)
GOVERNMENT MONEY MARKET FUNDS	0.0%	0.0%	-90.3%	2,292.37	23,750.53	(21,458.16)
U. S. TREASURY INVESTMENTS	11.4%	10.0%	-0.6%	16,535,668.91	16,636,735.64	(101,066.73)
U. S. AGENCY INVESTMENTS	43.3%	24.7%	53.0%	62,917,573.91	41,124,356.25	21,793,217.66
CERTIFICATES OF DEPOSIT	18.2%	15.9%	0.0%	26,500,000.00	26,500,000.00	0.00
TOTAL INVESTMENTS	100.0%	100.0%	-12.8%	145,327,452.03	166,590,553.08	(21,263,101.05)
TOTAL FUNDS				145,626,244.57	167,520,884.53	(21,894,639.96)

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE
REVISED: AUGUST 8, 2005

Alvord Burdick Howson
Master Engineering Agreement

Task Order	Description	Date Authorized	Resolution #	Basic Services Amount	Design Services Amount	Construction Services Amount	Outside Support Services Amount	Total Amount	Total Amount	Total Spent
1	Bellwood Emergency Interconnection	04/13/00	Resolution R-30-00	$0.00	$28,000.00	$5,000.00	$8,000.00	$41,000.00	$41,000.00	$18,707.33
2	Schaumburg Emergency Interconnection	04/13/00	Resolution R-30-00	$0.00	$136,000.00	$74,000.00	$7,000.00	$217,000.00		
2a	Schaumburg Emergency Interconnection	05/10/01	Resolution R-29-01	$0.00	$178,941.00	$74,000.00	$0.00	$252,941.00		
2b	Schaumburg Emergency Interconnection	08/08/02	Resolution R-31-02	$0.00	$188,941.00	$74,000.00	$3,413.17	$266,354.17	$266,354.17	$259,300.21
3	GPS Utility Surveying	08/10/00	Resolution R-44-00	$0.00	$0.00	$0.00	$0.00	$0.00		
4	Naperville Meter/Pressure Adjusting Station	09/14/00	Resolution R-44-00	$0.00	$78,000.00	$26,000.00	$20,000.00	$124,000.00		
4a	Naperville Meter/Pressure Adjusting Station	07/21/01	Resolution R-37-01	$0.00	$134,000.00	$26,000.00	$3,607.59	$163,607.59	$163,607.59	$163,607.59
5	Annual Report Map	09/14/00	Resolution R-44-00	$600.00	$0.00	$0.00	$0.00	$600.00	$600.00	$519.10
5a	Annual Report Map	01/01/03	Resolution R-02-03	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	$996.46
6	Ozonation & Reservoir @ DPS	10/12/00	Resolution R-61-00	$0.00	$310,000.00	$0.00	$19,000.00	$329,000.00	$329,000.00	$178,281.27
7	Chicago Regional Committee on Underground Corrosion	11/14/00	Resolution R-69-00	$0.00	$0.00	$0.00	$0.00	$0.00		
8	CRCUC	04/30/01	Resolution R-16-01	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	$3,000.00	$1,269.03
8a	CRCUC	04/11/02	Resolution R-16-02	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	$3,000.00	$1,341.57
8b	CRCUC	04/10/03	Resolution R-12-03	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	$3,000.00	$2,397.40
9	Blow-Off Valve Improvements	09/13/01	Resolution R-50-01	$0.00	$194,000.00	$0.00	$796,000.00	$990,000.00		
9a	Blow-Off Valve Improvements	03/14/02	Resolution R-11-02	$0.00	$194,000.00	$99,600.00	$956,000.00	$1,249,600.00		
9b	Blow-Off Valve Improvements	03/14/02	Resolution R-24-02	$0.00	$202,000.00	$99,600.00	$948,000.00	$1,249,600.00	$1,249,600.00	$481,297.47
10	GIS Utility System Mapping	02/14/02	Resolution R-17-02	$36,268.00	$0.00	$0.00	$4,000.00	$40,268.00	$40,268.00	$28,686.82
11	TIB-1	06/13/02	Resolution R-25-02	$0.00	$452,000.00	$0.00	$99,000.00	$551,000.00		
11a	TIB-1	10/09/03	Resolution R-40-03	$0.00	$452,000.00	$1,042,000.00	$440,000.00	$1,934,000.00	$1,934,000.00	$1,360,397.54
12	Cost benefit Analysis TW-3	01/09/03	Tabled	$30,000.00	$0.00	$0.00	$0.00	$30,000.00		
12a	Cost benefit Analysis TW-3	06/12/03	Resolution R-18-03	$50,000.00	$0.00	$0.00	$0.00	$50,000.00	$50,000.00	$50,000.00
13	Kane County Utilities	03/12/03	Tabled	$34,000.00	$0.00	$0.00	$22,000.00	$56,000.00		
14	Engineering Assistance	04/10/03	Resolution R-13-03	$0.00	$0.00	$0.00	$0.00	$0.00		
14a	Engineering Assistance CIP 2003-2004	04/02/04	N/A	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$4,530.37
14b	Engineering Assistance CIP 2004-2005	04/02/04	N/A	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$1,268.93
14c	Engineering Assistance "C" Factor Presentation	03/01/04	N/A	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$4,032.00
14d	Engineering Assistance Highland Ave. Water Main	04/01/04	N/A	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$4,857.64
15	TW-3	06/12/03	Resolution R-24-03	$0.00	$1,279,000.00	$1,887,000.00	$787,000.00	$3,953,000.00	$3,953,000.00	$1,010,315.24
16	Drawings of Record	11/14/03	Resolution R-46-03	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	$5,000.00	$4,948.37
16a	Drawings of Record Tank #1	02/14/04	Resolution R-04-04	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	$15,000.00	$7,325.50
17	GPS Record Update	12/11/03	Resolution R-51-03	$238,000.00	$0.00	$0.00	$0.00	$238,000.00		
17a	GPS Record Update	07/14/05	Resolution R-46-05	$263,000.00	$0.00	$0.00	$0.00	$263,000.00	$263,000.00	$237,938.43
18	Hydraulic model Verification	05/14/04	Resolution R-26-04	$52,400.00	$0.00	$0.00	$0.00	$52,400.00		
18a	Hydraulic model Verification	07/14/05	Resolution R-45-05	$72,400.00	$0.00	$0.00	$0.00	$72,400.00	$72,400.00	$52,381.72
19	Blow-Off Valve Improvements 90"	08/13/04	Resolution R-44-04	$0.00	$240,200.00	$0.00	$0.00	$240,200.00	$240,200.00	$240,200.00
19a	Blow-Off Valve Improvements 90"	Tabled	Resolution R-44-05	$0.00	$255,600.00	$88,500.00	$54,000.00	$398,100.00		
20	Darien Storm Sewer Relocation	08/13/04	Resolution R-44-04	$0.00	$12,200.00	$800.00	$0.00	$13,000.00		
20a	Darien Storm Sewer Relocation	10/14/04	Resolution R-60-04	$0.00	$15,400.00	$1,300.00	$0.00	$16,700.00	$16,700.00	
21	TW-2 Stray Current	07/15/05	Resolution R-38-05	$0.00	$20,000.00	$0.00	$0.00	$20,000.00	$20,000.00	
								Totals	$8,689,729.76	$4,114,599.99

9-Aug-05
Operations/Spreadsheets/Task Orders.xls