



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642

(630)834-0100 Fax: (630)834-0120

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE

THURSDAY, NOVEMBER 18, 2021

6:00 P.M.

600 EAST BUTTERFIELD ROAD

ELMHURST, IL 60126

COMMITTEE MEMBERS

J. Fennell, Chair

D. Bouckaert

D. Novotny

F. Saverino

J. Zay

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

RECOMMENDED MOTION: To approve the Minutes of the October 21, 2021 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. **R-53-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 (**WAO 008 – McWilliams Electric Co. – Not to Exceed \$1,500.00**)
- V. **R-54-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 (**WAO 009 – Courtesy Electric, Inc. – Estimated Cost of \$24,000.00**)
- VI. **R-55-21:** A Resolution Directing Advertisement for Bids on a Contract for the Construction of the SCADA Replacement Project (Contract PSD-09/21) – **No Cost This Action**
- VII. **R-57-21:** A Resolution Directing Advertisement for Bids on a Contract for the Construction of DPPS Emergency Generation System Improvements (Contract PSD-10/22) – **No Cost This Action**
- VIII. **R-58-21:** A Resolution Approving and Ratifying Task Order 1 Under a Master Contract with Dixon Engineering, Inc. – **Not to Exceed \$9,200.00**
- IX. **R-61-21:** A Resolution Approving and Ratifying Task Orders 2 and 3 Under a Master Contract with DeLasCasas CP, LLC – **Not to Exceed \$55,470.00**

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

X. Old Business

XI. Other

XII. Adjournment

**MINUTES OF THE MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, OCTOBER 21, 2021
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

In the absence of Chairman Fennell, Commissioner Saverino was appointed Chairman Pro-Tem.

Chairman Pro-Tem Saverino called the meeting to order at 6:01 P.M.

Committee members in attendance: D. Bouckaert, D. Novotny, F. Saverino and J. Zay (arrived at 6:07pm)

Committee members absent: J. Fennell

Also in attendance: J. Bonnema, D. Cuvalo, D. Panaszek, J. Spatz, A. Stark, M. Weed, and C. Johnson.

Commissioner Novotny moved to approve the Minutes of the September 16, 2021, Engineering & Construction Committee Meeting of the DuPage Water Commission. Seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, D. Novotny, and F. Saverino

Nays: None

Absent: J. Fennell and J. Zay

Regarding R-49-21, Coordinating Engineer Bonnema advised the Committee the action seeks approval to suspend purchasing procedures and authorize the General Manager to purchase labor and materials for the Commission's large electrical motor systems for an amount not to exceed \$100,000 from WEG Electric Machinery.

Regarding R-50-21, Coordinating Engineer Bonnema advised the Committee the action seeks approval and ratification of Work Authorization Order (WAO) No. 06 under Contract QR-12/21 to John Neri Construction Co., Inc., for an estimated amount of \$97,400.00. The WAO is for the urgent repair of up to 20 manhole frame and lids that have been found to need immediate attention.

Coordinating Engineer Bonnema advised the Committee the DPPS Emergency Generator System Modifications Design Phase is ongoing.

Regarding R-51-21, Coordinating Engineer Bonnema advised the Committee the action seeks approval of the execution of an Intergovernmental Agreement (IGA) with the Village of Lombard regarding the addition of a fifth connection point between the Village of Lombard and the Commission systems. The IGA would facilitate the construction of water main and a Joint Facility, consisting of a metering station and pressure adjusting station, for such connection point. Coordinating Engineer Bonnema advised that the Village of Lombard would be required to pay the entirety of the costs associated with the project and that the Village would be required to maintain deposits of 125% with the Commission for costs incurred.

Engineering Committee Minutes 10/21/2021

Regarding R-52-21, Coordinating Engineer Bonnema advised the Committee the action seeks approval of Task Order 18, under a Master Contract with AECOM Technical Services, Inc., for the design of pipeline and a Joint Facility for Village of Lombard's additional connection point, at a cost not to exceed \$104,920.00. All costs associated with this Task Order will be paid by the Village of Lombard and they will be required to deposit 125% of this amount with the Commission before any design work will take place.

Coordinating Engineer Cuvalo advised Committee that the SCADA system design is being finalized and that the Commission is working with Carollo Engineers to develop a pre-qualification packet for integrators. The Commission will advertise the pre-qualification requirements for integrators in the newspaper next week.

Chairman Pro-Tem Saverino inquired with the Committee if there were any questions regarding the action items. Hearing none, Commissioner Novotny moved to recommend approval of items 2 through 5 of the Engineering and Construction Committee portion of the Commission Agenda. Seconded by Commissioner Bouckaert and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, D. Novotny, F. Saverino and J. Zay

Nays: None

Absent J. Fennell

Chairman Pro-Tem Saverino inquired the Committee if any other business or other items to be discussed.

With no other items coming before the Committee, Commissioner Bouckaert moved to adjourn the meeting at 6:12 P.M. Seconded by Commissioner Novotny and unanimously approved by a roll call vote.

Ayes: D. Bouckaert, D. Novotny, F. Saverino and J. Zay

Nays: None

Absent J. Fennell



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Mike Weed
Operations Supervisor

Chris Bostick	Facilities Construction Supervisor
John Schori	Instrumentation Supervisor
Dariusz Panaszek	Pipeline Supervisor
Jessica Bonnema	Coordinating Engineer
Denis Cuvalo	Coordinating Engineer
Alan Stark	Coordinating Engineer

DATE: November 9, 2021

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of October were a total of 2.14 billion gallons. This represents an average day demand of 69.1 million gallons per day (MGD), which is lower than the October 2020 average day demand of 69.6 MGD. The maximum day demand was 89.0 MGD recorded on October 1, 2021, which is higher than the October 2020 maximum day demand of 79.3 MGD. The minimum day flow was 60.8 MGD.

The Commission's recorded total precipitation for the month of October 2021 was 5.77 inches compared to 3.58 inches for October 2020. The level of Lake Michigan for October 2021 is 580.32 (Feet IGLD 1985) compared to 581.54 (Feet IGLD 1985) for October of 2020.

Instrumentation / Remote Facilities Overview

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

Resolution R-53-21 appears on the agenda as a Resolution Approving and Ratifying Work Authorization No. 008 under Contract QRE-9/20 to McWilliams Electric Co. Inc., was completed before Board approval to open breaker panels at certain Remotely Operated Valve (ROV) control cabinets and assist Northern Inspection Services (NIS) in

troubleshooting, and correcting the shorts found during the PCR testing NIS had completed prior.

Resolution R-54-21 appears on the agenda as a Resolution Approving and Ratifying Work Authorization No. 009 under Contract QRE-9/20 to Courtesy Electric Inc. to replace corroded conduits, fittings, and a security switch bracket in the vault at Remotely Operated Valve vault 8C.

Status of Quick Response Work:

QRE-9.005 Work Authorization Order was approved for FSG to upgrade five Remotely Operated Valve (ROV) actuators to split actuators. Work has started and going well.

QRE-9.006 Work Authorization Order was approved for Courtesy Electric to install a bypass switch for the UPS system in the generator facility. Because of supply chain issues they are still waiting on equipment to be delivered.

Pipeline Maintenance and Construction Overview

Pipeline staff is performing watch and protect at construction site for the Tollway Expansion.

Pipeline staff is performing annual Blow-off valve exercising program.

Pipeline staff is inspecting and performing maintenance work on Cathodic Protection Test Stations.

Capital Improvement Program

The DPPS Emergency Generator System Modifications Design Phase is underway where 100% completion of design is expected by the end of January 2022. Greeley and Hansen is the Engineer. R-57-21 appears on the agenda seeking authorization to bid DPPS Emergency Generation System Improvements (Contract PSD-10/22) upon completion of the bidding and contract documents.

Resolution R-58-21 appears on the agenda as a Resolution Authorizing and Ratifying Task Order 1 under a Master Contract with Dixon Engineering, Inc. Task Order 1 would authorize the Consultant to prepare technical specifications for bidding and contract documents relevant to coating rehabilitation projects in areas where corrosion had been noted in the 2014 Condition Assessment and other areas found since.

Resolution R-61-21 appears on the agenda as a Resolution Authorizing and Ratifying Task Orders 2 and 3 under a Master Contract with DeLasCasas CP. Task Order 2 would authorize the Consultant to complete field testing, design, and commissioning of a cathodic protection system on DWC's TE-3/94 72" pipeline to meet NACE (National Association of Corrosion Engineers) Criteria. Task Order 3 would authorize the

Consultant to complete field testing, adjust rectifiers, and make recommendations on infrastructure further required to get TOB-E/87 pipeline to meet NACE criteria.

Coordinating Engineer

The SCADA Replacement Project Design is in the final stages of completion, the Commission staff is working with Carollo on the Prequalification process of potential integration firms and their submissions will be in by November 23rd, 2021. The final design and bidding package is planned to be completed by November 23rd, 2021, and it is planned to be advertised for Bid on December 1st, 2021.

Resolution R-55-21 appears on the agenda seeking authorization for Directing Advertisement for Bids on a Contract for the Construction of the SCADA Replacement Project (Contract PSD-09/21).

November 2021 COMMISSION AGENDA ITEMS:

- R-53-21:** A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 **(WAO 008 – McWilliams Electric Co. – Not to Exceed \$1,500.00)**
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Attachments

1. DuPage Laboratory Bench Sheets for October 2021
2. Water Sales Analysis 01-May-2018 to 31-Oct-2021
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

DUPAGE WATER COMMISSION
PWS FACILITY ID# - IL435400
MONTHLY OPERATIONS REPORT
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
OCTOBER 2021

DATE	LEXINGTON P.S. SUPPLY			DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)	FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.22	0.06	0.52	1.19	0.07	66	7.5	0.8	0.53	0	CT
2	1.47	0.06	0.52	1.27	0.07	66	7.4	0.7	0.53	0	RC
3	1.43	0.07	0.58	1.26	0.07	66	7.5	0.7	0.52	0	RC
4	1.41	0.10	0.56	1.24	0.09	67	7.6	0.7	0.55	0	CT
5	1.31	0.09	0.62	1.24	0.09	67	7.4	0.9	0.59	0	CT
6	1.26	0.08	0.56	1.15	0.10	66	7.4	0.8	0.52	0	RC
7	1.23	0.07	0.51	1.22	0.08	66	7.4	0.7	0.53	0	RC
8	1.28	0.09	0.60	1.21	0.09	66	7.4	0.8	0.48	0	RC
9	1.28	0.07	0.60	1.20	0.10	67	7.4	0.8	0.55	0	RC
10	1.36	0.07	0.55	1.29	0.09	66	7.4	0.7	0.62	0	KD
11	1.23	0.08	0.46	1.05	0.08	68	7.5	0.7	0.49	0	RC
12	1.13	0.09	0.63	0.99	0.09	69	7.5	0.7	0.51	0	RC
13	1.38	0.09	0.54	1.26	0.09	69	7.6	0.7	0.56	0	CT
14	1.49	0.09	0.67	1.07	0.10	68	7.4	0.6	0.59	0	CT
15	1.19	0.11	0.61	1.05	0.09	68	7.5	0.8	0.58	0	CT
16	1.07	0.10	0.61	1.08	0.09	67	7.5	0.8	0.58	0	RC
17	1.30	0.09	0.54	1.08	0.10	69	7.5	0.8	0.57	0	RC
18	1.40	0.10	0.62	1.05	0.10	70	7.4	0.8	0.54	0	CT
19	1.25	0.10	0.54	0.91	0.10	70	7.6	0.8	0.58	0	CT
20	1.06	0.11	0.55	1.11	0.11	68	7.5	0.8	0.54	0	RC
21	1.37	0.07	0.49	1.22	0.11	68	7.5	0.8	0.56	0	RC
22	1.44	0.08	0.63	1.12	0.10	67	7.5	0.7	0.58	0	RC
23	1.32	0.09	0.58	1.21	0.09	66	7.3	0.8	0.56	0	AM
24	1.26	0.08	0.54	1.25	0.09	66	7.3	0.8	0.54	0	AM
25	1.38	0.06	0.49	1.10	0.08	66	7.5	0.8	0.56	0	RC
26	1.00	0.10	0.55	1.19	0.11	67	7.5	0.8	0.58	0	RC
27	1.41	0.08	0.56	1.21	0.09	67	7.3	0.8	0.54	0	AM
28	1.36	0.07	0.53	1.18	0.10	66	7.2	0.8	0.55	0	AM
29	1.35	0.07	0.51	1.13	0.09	65	7.3	0.8	0.56	0	AM
30	1.31	0.08	0.53	1.16	0.09	63	7.4	0.8	0.54	0	KD
31	1.16	0.09	0.57	1.24	0.08	62	7.4	0.8	0.63	0	KD
AVG.	1.29	0.08	0.56	1.16	0.09	67	7.4	0.8	0.55	0	
MAX.	1.49	0.11	0.67	1.29	0.11	70	7.6	0.9	0.63	0	
MIN.	1.00	0.06	0.46	0.91	0.07	62	7.2	0.6	0.48	0	

Alan E. Stark, Coordinating Engineer
Illinois ROINC # 84789479

11/1/2021

Date

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Oct-21

PER DAY AVERAGE 78,427,566

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-18	2,285,706,000	2,361,461,303	96.79%	\$11,291,387.64	\$9,169,554.24	1,218,779	0.05%	96.84%	\$4.94	\$3.883
Jun-18	2,298,459,000	2,397,747,162	95.86%	\$11,354,387.71	\$9,454,317.06	2,994,035	0.12%	95.98%	\$4.94	\$3.943
Jul-18	2,709,111,000	2,805,244,664	96.57%	\$13,383,008.34	\$11,061,079.71	1,050,752	0.04%	96.61%	\$4.94	\$3.943
Aug-18	2,583,722,000	2,678,990,368	96.44%	\$12,763,586.68	\$10,563,259.02	914,357	0.03%	96.48%	\$4.94	\$3.943
Sep-18	2,263,628,000	2,346,754,816	96.46%	\$11,182,322.32	\$9,253,254.24	7,290,382	0.31%	96.77%	\$4.94	\$3.943
Oct-18	2,017,047,000	2,093,603,023	96.34%	\$9,964,212.18	\$8,255,076.72	1,036,179	0.05%	96.39%	\$4.94	\$3.943
Nov-18	1,855,424,000	1,909,236,300	97.18%	\$9,165,794.56	\$7,528,118.73	6,336,710	0.33%	97.51%	\$4.94	\$3.943
Dec-18	1,925,817,000	1,998,319,584	96.37%	\$9,513,535.98	\$7,879,374.12	999,888	0.05%	96.42%	\$4.94	\$3.943
Jan-19	1,948,234,000	2,017,316,439	96.58%	\$9,624,275.96	\$7,954,278.72	1,344,792	0.07%	96.64%	\$4.94	\$3.943
Feb-19	1,831,029,000	1,891,234,162	96.82%	\$9,045,283.26	\$7,457,136.30	392,723	0.02%	96.84%	\$4.94	\$3.943
Mar-19	1,933,958,000	1,993,121,626	97.03%	\$9,553,752.52	\$7,858,878.57	467,761	0.02%	97.06%	\$4.94	\$3.943
Apr-19	1,881,569,000	1,955,726,241	96.21%	\$9,294,950.86	\$7,711,428.57	5,802,627	0.30%	96.50%	\$4.94	\$3.943
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
TOTALS (1)	845,135,454,798	869,540,448,639	97.19%	\$1,945,443,563.80	\$1,727,155,567.73	843,936,677	0.10%	97.29%	\$2.30	\$1.986

2,727,502

(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

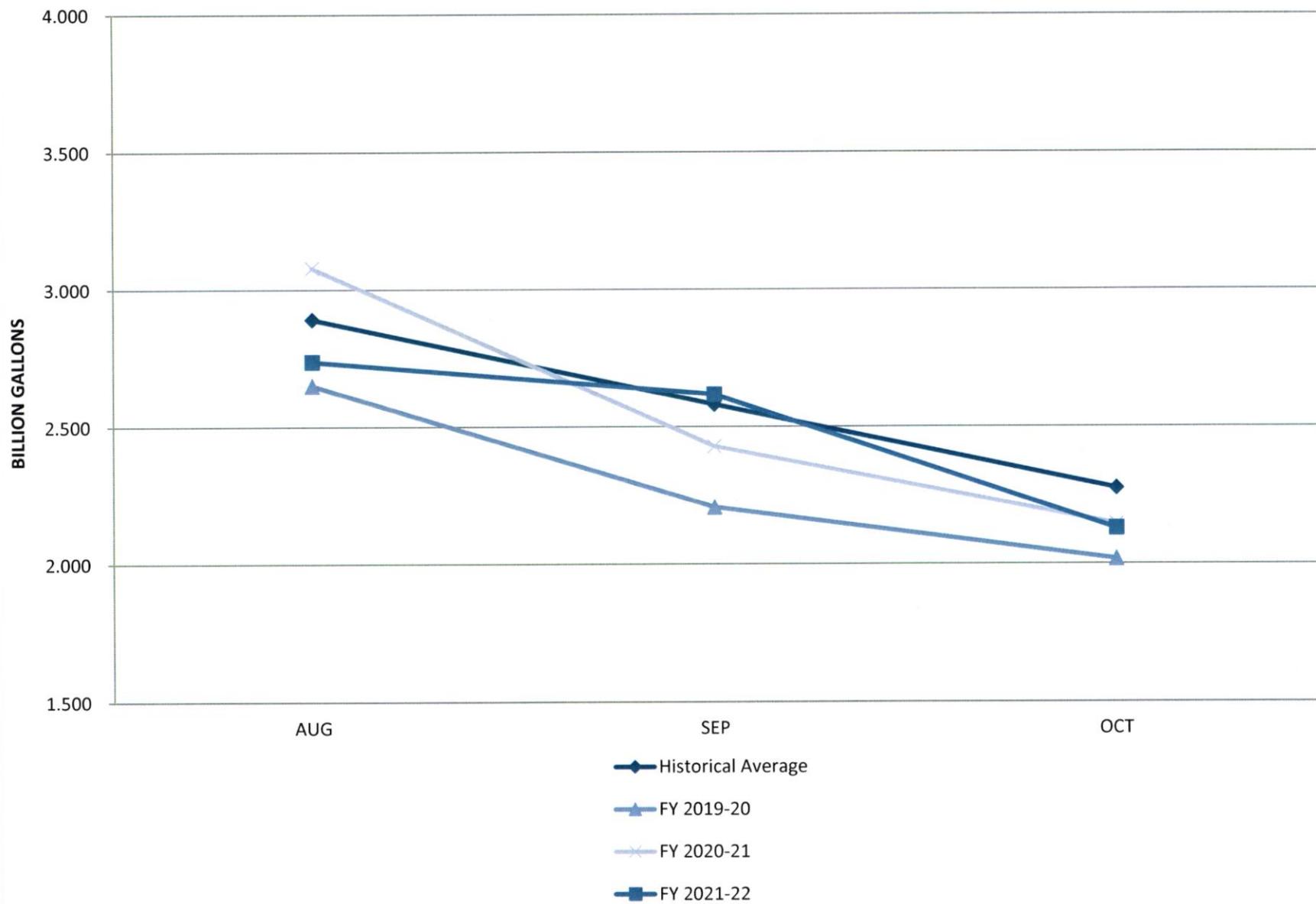
Oct-20	15,039,828,000	15,504,465,910	97.00%	74,747,945	62,926,427				\$4.97	\$4.059
Oct-21	15,120,344,000	15,574,742,886	97.08%	75,148,110	63,999,978				\$4.97	\$4.109
	80,516,000	70,276,976		\$400,165	\$1,073,551					
	0.5%	0.5%		0.5%	1.7%					

Month

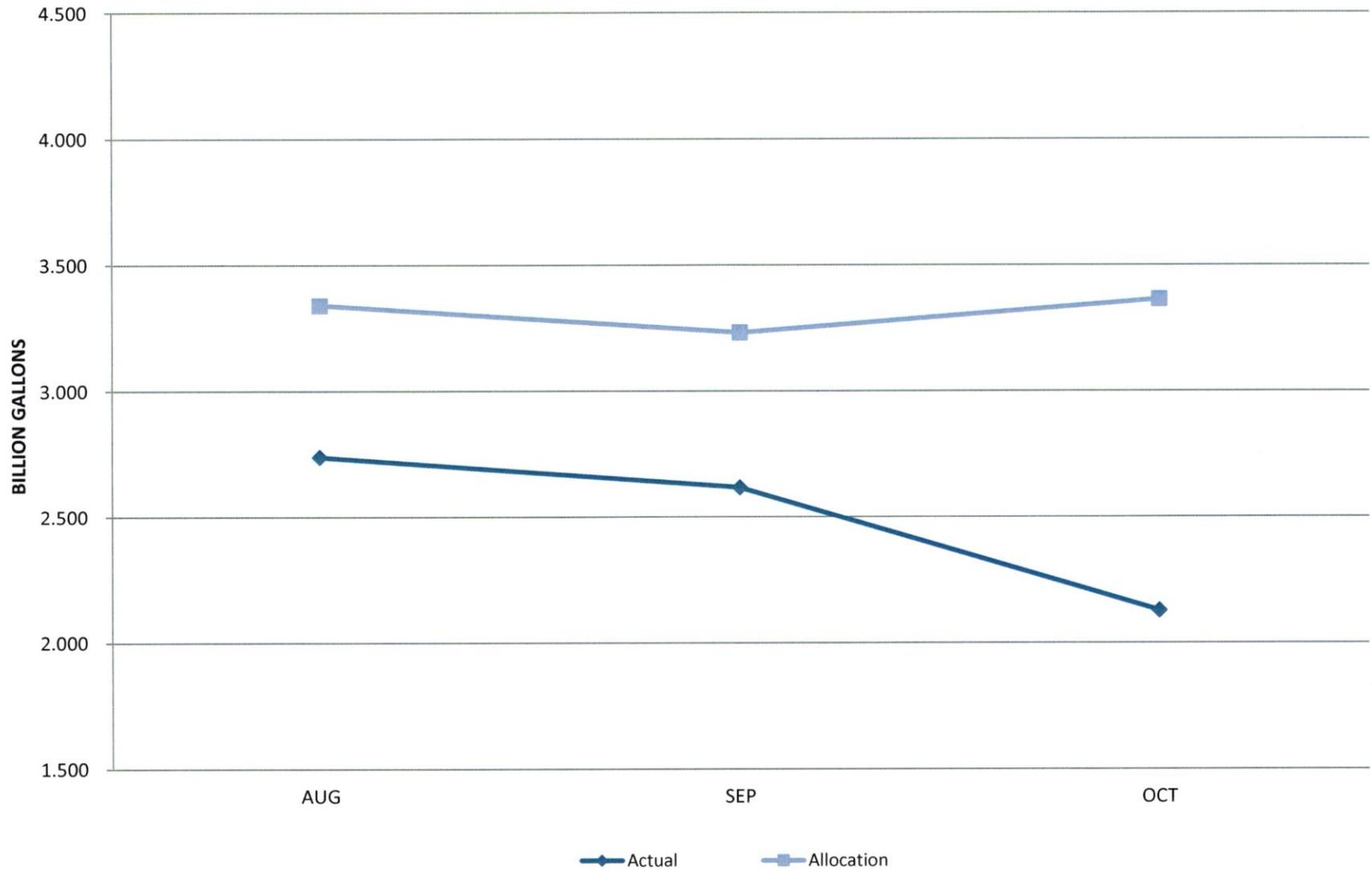
Oct-20	2,143,671,000	2,203,255,879	97.30%	10,654,045	8,971,658				\$4.97	\$4.072
Oct-21	2,128,141,000	2,179,013,387	97.67%	10,576,861	8,968,819				\$4.97	\$4.116
	(15,530,000)	(24,242,492)		(\$77,184)	(\$2,839)					
	-0.7%	-1.1%		-0.7%	0.0%					

Oct>Sept (488,071,000) (519,008,987) (2,425,713) (2,136,241)

DU PAGE WATER COMMISSION SALES FY 2021-22, 2020-21 & 2019-20 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2021-22 VS. ALLOCATION



REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 at the November 18, 2021, DuPage Water Commission Meeting Resolution No. R-53-21	APPROVAL <div style="display: flex; justify-content: space-around; align-items: center; height: 150px;"> <div style="width: 100px; height: 100px; background-color: gray;"></div> <div style="width: 100px; height: 100px; background-color: gray;"></div> <div style="width: 100px; height: 100px; background-color: gray;"></div> </div>
<p>Account Numbers: 01-60-663300 (Estimated Cost \$1,500.00)</p> <p>The Commission entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-53-21 would approve the following Work Authorization Order under the Quick Response Electrical Contract.</p> <p>Work Authorization Order No. 008: This work authorization is for McWilliams Electric Co. Inc., and the work completed prior to board approval and was necessary to assist Northern Inspection Services (NIS) in troubleshooting and correcting shorts between the DC ground and the AC ground at the PCR devices. NIS inspected and tested the 28 PCR devices and found 5 with potential shorts. Typically, the problem is within the breaker panel and NIS is not qualified to open and work inside the breaker panels.</p> <p>Approval of Resolution R-53-21 would approve Work Authorization Order No. 008 to McWilliams Electric Co. Inc. at an estimated cost of \$1,500.00.</p>	
<p>MOTION: To adopt Resolution No. R-53-21.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-53-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-9/20
AT THE NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-9/20"); and

WHEREAS, Contract QRE-9/20 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

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

Resolution No. R-53-21

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-9/20: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-9.008

LOCATIONS:

Remotely Operated Valves (ROV)
ROV 2A – CHURCH RD BTWN RED OAK AVE & CREST AVE, BENSENVILLE
ROV 8C – 55TH ST AND PARK AVE, DOWNERS GROVE
ROV 15D – 75TH ST ½ MILE EAST OF BOOK RD, NAPERVILLE
ROV 40A – MANNHEIM RD AND ILLINOIS PRAIRIE PATH, BELLWOOD
ROV 45A – 8311 ROOSEVELT RD, FOREST PARK

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Open electrical breaker panel and assist NIS in troubleshooting and correcting short between the DC ground and the AC ground at the PCR device at the five ROV sites listed above.

REASON FOR WORK:

During the PCR testing/inspection by Northern Inspection Services (NIS) they found these five sites with shorts between the DC and AC grounds. The PCR device is to isolate yet maintain the safety ground.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

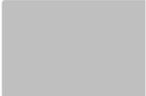
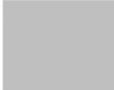
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 at the November 18, 2021, DuPage Water Commission Meeting Resolution No. R-54-21	APPROVAL    
<p>Account Numbers: 01-60-663300 (Estimated Cost \$24,000.00)</p> <p>The Commission entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-54-21 would approve the following Work Authorization Order under the Quick Response Electrical Contract.</p> <p>Work Authorization Order No. 009: This work authorization is for Courtesy Electric Inc., to replace corroded conduits, fittings, and security switch bracket in the vault at ROV8C. In addition, install new conduit and wiring in the lower level of the pumping station to interface new water meters, for domestic building water use, to SCADA. Staff invited the three QRE contractors to come into the pump station to see the work and discuss the work at ROV8C in more detail to provide an estimate. Courtesy Electric is the only QRE contractor that scheduled a site visit and provided an estimate for this work.</p> <p>Approval of Resolution R-54-21 would approve Work Authorization Order No. 009 to Courtesy Electric Inc. at an estimated cost of \$24,000.00.</p>	
<p>MOTION: To adopt Resolution No. R-54-21.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-54-21

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-9/20
AT THE NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-9/20"); and

WHEREAS, Contract QRE-9/20 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

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

Resolution No. R-54-21

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

CONTRACT QRE-9/20: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-9.009

LOCATIONS:

Remotely Operated Valve (ROV) 8C – 55th St and Park Ave, Downers Grove

Main Pumping Station – 600 E Butterfield Rd, Elmhurst

CONTRACTOR:

Courtesy Electric Inc.

DESCRIPTION OF WORK:

ROV8C – Confined Space Entry to replace badly corroded ¾” conduits, fittings, boxes with PVC coated conduit, fittings, and boxes. Also, replace a bracket for small manhole inner lid security switch.

Main Pumping Station – Replace 1 - 2/C 16ga Shielded cable with 2 - 3/C 16ga Shielded cables for each of the East and West building domestic water meters. New conduit may have to be installed for the cables going to the East side building meter.

REASON FOR WORK:

ROV8C - Road salt and moisture has caused corrosion of the electrical system in the vault.

Main Pumping Station – Building water meters are being replaced. New meters require 2 - 3/C cables to interface to SCADA.

MINIMUM RESPONSE TIME:

None

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

Owner has designated the ROV Valve Vaults as a Permit Required Confined Space due to limited means of ingress and egress and not designed for continuous occupancy.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

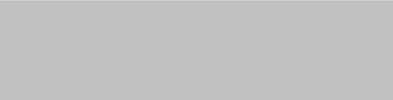
By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____

DATE: November 18, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Engineering
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of the SCADA Replacement Project (Contract PSD-09/21) Resolution No. R-55-21	APPROVAL	
Account Number: 01-60-771700 (No Cost for This Action) ✓			
Resolution No. R-55-21 would authorize advertisement for bids from prequalified contractors on a Contract for the SCADA Replacement Project (Contract PSD-09/21) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
MOTION: To approve Resolution No. R-55-21.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-55-21

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT
FOR CONSTRUCTION OF THE SCADA REPLACEMENT PROJECT
(Contract PSD-09/21)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "SCADA Replacement Project (Contract PSD-09/21)" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT A

INVITATION

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE WATER COMMISSION SCADA REPLACEMENT PROJECT
CONTRACT PSD-09/21

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Carollo Engineers, Inc.
8600 W. Bryn Mawr Ave.
Suite 900 N
Chicago, Illinois 60631

1. **Invitation to Bid**

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

Providing, performing, and completing at the Work Site described below and in the manner described and specified in this Bid Package all necessary design, if any, work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the replacement of the existing HSQ SCADA System at the DuPage Water Commission's Pumping Station, four tank site RTUs, two remote pump station RTUs, 34 remote valve site RTUs, and 84 metering station RTUs with a new Allen-Bradley PlantPAX based SCADA system. Additional work includes upgrades to control rooms, security systems, and network communications.

The Work shall be performed at the following Work Sites:

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

124 discrete remote locations located in Cook and DuPage County, Illinois.

2. **Defined Terms**

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

INVITATION

3. The Bidding Documents

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

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

4. The Contract

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

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

INVITATION

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

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

5. **Inspection and Examination; Pre-Bid Conference**

A. **Non-Disclosure and Confidentiality Agreement.** A Non-Disclosure and Confidentiality Agreement must be signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package before Owner will release the Bidding Documents and the Contract to a prospective Bidder. The Non-Disclosure and Confidentiality Agreement may be examined and obtained at the offices of Owner and Engineer as listed above.

B. **Bid Package.** The Bidding Documents and the Contract may be examined by a prospective Bidder at the office of the Owner as listed above; provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. A copy of the Bidding Documents and the Contract may be purchased by a prospective Bidder at the office of Owner upon payment of \$__.00 per set, which fee is non-refundable; and provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. Persons requesting documents to be sent by mail shall include an additional \$__.00 per set to cover postage or provide the Owner with sufficient information to ship the Bid Package using a prospective Bidder's account.

C. **Inspection and Examination.** Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission

INVITATION

from Owner or other appropriate property owner prior to commencement of any such activity.

Owner will provide access to the DuPage Water Commission Pumping Station, 600 E. Butterfield Rd, Elmhurst, IL 60126 for the Pre-Bid Site Walkthroughs on the same day as the Mandatory Pre-Bid Conference on _____, 2021, at __:00 A.M. CST; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Owner a list of all Persons requiring access at least 48 hours in advance

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area. All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

D. Mandatory Pre-Bid Conference. A mandatory pre-bid conference followed by a non-mandatory site walk through of all prospective Bidders shall be held at the DuPage Water Commission, 600 E. Butterfield Rd, Elmhurst, IL 60126, at on _____, 2021, at __:00 A.M. CST. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 1:00 P.M. CST, _____, 2022 at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

INVITATION

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

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

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

DATED this [TBD] day of [TBD], 2022.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE WATER COMMISSION SCADA REPLACEMENT PROJECT
CONTRACT PSD-09/21

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

2. Interpretation of the Bidding Documents and the Contract

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

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

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

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

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

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

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

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

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

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

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

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

4. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in this Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

5. **Taxes and Benefits**

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each

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prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

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

7. Preparation of Bidder's Proposal

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

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

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

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

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

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

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

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

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

8. **Signature Requirements**

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

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bidder's Proposal to do so shall be attached to it.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership

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evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.

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

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

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

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

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

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

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

11. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed

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envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. Withdrawal of Bidder's Proposal

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

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

13. Public Opening of Bidder's Proposals

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

14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to Bidders who have gone through the prequalification process, that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters

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mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

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

15. Disqualification of Bidders

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

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

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

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

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;

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

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

16. **Award of Contract**

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

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

C. **Time of Award.** It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals.

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Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

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

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

18. **Closing of Contract**

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

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

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

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

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

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the

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foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE WATER COMMISSION SCADA REPLACEMENT PROJECT
CONTRACT PSD-09/21

SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. **Pre-Bid Work Site Inspections.** As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make observations to determine conditions at or around the Work Site shall obtain permission from Owner prior to commencement of any such activity. Owner will provide access to the DuPage Water Commission Pumping Station, 600 E. Butterfield Rd, Elmhurst, IL 60126 for the Pre-Bid Site Visits on the same day as the Mandatory Pre-Bid Conference on _____, 2021, at __:00 A.M. CST; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

B. **Mandatory Pre-Bid Conference.** A mandatory pre-bid conference followed by a non-mandatory site walk through of all prospective Bidders shall be held at the DuPage Water Commission, 600 E. Butterfield Rd, Elmhurst, IL 60126, at on _____, 2021, at __:00 A.M. CST. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection 2 of the Special Conditions of Contract included in this Bid Package

shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

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

C. Testing. All quality control testing and any other testing is to be performed by Contractor unless the Specifications specifically identify Owner as the entity responsible for such testing. When quality control testing or any other testing is required by the Specifications and specified to be performed by Owner, Contractor shall notify Engineer sufficiently in advance of the desired testing date to allow Engineer to request the services of Owner's testing agency. No test, failure to test, or waiver of testing by Owner's testing agencies shall relieve Contractor of its duty to complete the Work in full compliance with, and as required by or pursuant to, this Contract. Failure or neglect on the part of Owner's testing agencies to condemn Work that is defective, damaged, flawed, unsuitable, or nonconforming shall not be construed as acceptance of such Work nor as a waiver of compliance with the requirements of this Contract.

D. Special Warranty Obligations. As part of the successful Bidder's warranty obligations under the Contract, the successful Bidder will be required to provide a one-year warranty that licensed software will be free from significant programming errors, malfunctions, or defects, and will conform to and operate according to the Specifications, which warranty shall commence upon Final Completion. **AS A RESULT, BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT OWNER MAY RETAIN OUT OF THE MONEYS OTHERWISE PAYABLE TO THE SUCCESSFUL BIDDER AT FINAL PAYMENT UP TO \$100,000.00 FROM THE CONTRACT PRICE AND MAY EXPEND THE SAME IN THE MANNER PROVIDED IN SECTION 3.4 OF THE GENERAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE.**

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete, relocate, or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes or relocates any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion or relocation nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion, relocation, or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion, relocation, or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

B. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner will obtain the necessary permits from the Illinois Environmental

Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith.

The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

IT IS THE SUCCESSFUL BIDDER’S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR ANY SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder’s non-exclusive use. On all other lands, the successful Bidder shall have no right unless it obtains them from the proper parties. In addition, Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate Owner’s usage.

D. Work Sites. The Work shall be performed at the following Work Sites:

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

124 discrete remote locations located in Cook and DuPage County, Illinois.

NUMBER/TYPE OF SITES IN DUPAGE COUNTY	NUMBER/TYPE OF SITES IN COOK COUNTY
120	4

DATE: November 11, 2021

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of DPPS Emergency Generation System Improvements (Contract PSD-10/22) Resolution No. R-57-21	APPROVAL	
Account Number: 01-60-722300 (No Cost This Action)			
Resolution No. R-57-21 would authorize advertisement for bids on a Contract for the Construction of DPPS Emergency Generation System Improvements (Contract PSD-10/22) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
MOTION: To approve Resolution No. R-57-21.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-57-21

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT
FOR CONSTRUCTION OF DPPS EMERGENCY GENERATION SYSTEM
IMPROVEMENTS
(CONTRACT PSD-10/22)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "DPPS Emergency Generation System Improvements (Contract PSD-10/22)" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

Resolution No. R-57-21

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-57-21.doc

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DPPS EMERGENCY GENERATION SYSTEM IMPROVEMENTS
CONTRACT PSD-10/22

INVITATION FOR BIDDER'S PROPOSALS

OWNER:

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

ENGINEER.

Greeley and Hansen Engineers
100 South Wacker Dr.
Chicago, IL 60606

1. **Invitation to Bid**

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

Providing, performing, and completing at the Work Site described below and in the manner described and specified in this Bid Package all necessary design, if any, work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the expansion of an existing Generation Facility; the installation, start-up testing, calibration, and field acceptance testing of, and the operation and maintenance training for, a relocated portable engine generator set, including all appurtenant Work, at the DuPage Pumping Station in the City of Elmhurst, Cook County, Illinois.

The Work shall be performed at the following Work Site:

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

2. **Defined Terms**

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

3. **The Bidding Documents**

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

- (1) Invitation for Bidder's Proposals;

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

4. **The Contract**

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

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and

(11) Addenda, if issued.

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

5. **Inspection and Examination; Pre-Bid Conference**

A. **Non-Disclosure and Confidentiality Agreement.** A Non-Disclosure and Confidentiality Agreement must be signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package before Owner will release the Bidding Documents and the Contract to a prospective Bidder. The Non-Disclosure and Confidentiality Agreement may be examined and obtained at the offices of Owner and Engineer as listed above.

B. **Bid Package.** The Bidding Documents and the Contract may be examined by a prospective Bidder at the offices of Owner and Engineer as listed above; provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. A copy of the Bidding Documents and the Contract may be purchased by a prospective Bidder at the office of Engineer upon payment of **[\$TBD]** per set, which fee is non-refundable; and provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. Persons requesting documents to be sent by mail shall include an additional **[\$TBD]** per set to cover postage.

C. **Inspection and Examination.** Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission from Owner or other appropriate property owner prior to commencement of any such activity.

Owner will provide access to the DuPage Pumping Station for such pre-bid inspections **[from X:00 x.m. to X:00 x.m. on the following days: TBD (if any)]**

; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the

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security requirements set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. **[For access on other dates or times, contact Engineer.]**

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

D. Mandatory Pre-Bid Conference. A pre-bid conference of all prospective Bidders shall be held at the Work Site on **[XX]**, 2022, at **[X]:00** o'clock, **[X].M.**, local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, **[XXX]**, 2022, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

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surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

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

DATED this **[XX]** day of **[XXX]**, 2022.

DuPAGE WATER COMMISSION

By: /s/ **[TBD]**
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

GENERAL INSTRUCTIONS

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

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

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

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

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

GENERAL INSTRUCTIONS

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

2. Interpretation of the Bidding Documents and the Contract

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

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

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

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

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

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

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

GENERAL INSTRUCTIONS

3. Calculation of Unit Price Proposals and Compensation

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

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

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

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

4. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

5. Taxes and Benefits

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions,

GENERAL INSTRUCTIONS

and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

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

7. Preparation of Bidder's Proposal

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

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

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

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

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

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

GENERAL INSTRUCTIONS

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

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

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

8. **Signature Requirements**

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

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bidder's Proposal to do so shall be attached to it.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership

GENERAL INSTRUCTIONS

evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.

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

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

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

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

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

GENERAL INSTRUCTIONS

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

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

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

11. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed

GENERAL INSTRUCTIONS

envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. Withdrawal of Bidder's Proposal

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

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

13. Public Opening of Bidder's Proposals

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

14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters

GENERAL INSTRUCTIONS

mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

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

15. Disqualification of Bidders

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

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

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

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

GENERAL INSTRUCTIONS

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

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

16. **Award of Contract**

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

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

GENERAL INSTRUCTIONS

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

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

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

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

GENERAL INSTRUCTIONS

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

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

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

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any

GENERAL INSTRUCTIONS

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

EXHIBIT C

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08
SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. Generator Set to be Furnished by Owner. Bidders are specially instructed to note that Owner has one portable engine generator set and appurtenances in trailer at the Work Site for removal from trailer, installation in a stationary location, calibration, testing, and training by the successful Bidder under the Contract, all as set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package.

The successful Bidder will be responsible to coordinate delivery, installation, calibration, testing, and training with Engineer, Owner, and the named Generator Contractor (Altorfer Power Systems); will be required to retain the services of, and pay all costs incurred by, the Generator Contractor to furnish qualified field superintendent(s) to assist and direct the successful Bidder in the proper installation, start-up testing, calibration, and field acceptance testing of, and the operation and maintenance training for, the engine generator set and appurtenances; will have sole responsibility for the proper removal and reinstallation, calibration, and testing of the stationary engine generator set and appurtenances and for all risk of loss or damage or destruction to the stationary engine generator set and appurtenances from and after delivery to the Work Site and until Final Payment.

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

C. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part **[X]** of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and, for field adjustments ordered by Owner pursuant to Subsection 2.1A of the General Conditions of Contract, the percentage of increase, and the amount to be paid for such field adjustments, or, for Change Orders, the amount of the equitable adjustment in the Contract Price for any such Increased or Decreased Work ordered by Owner, as the case may be, that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

SPECIAL INSTRUCTIONS

D. Allowances. Bidders are specifically instructed to note that Price Proposals for the Work are deemed to include certain allowances. Bidders are directed to Section [XX] of the Special Conditions of Contract and Section [XX] of Specification Section [XXX] included in this Bid Package for a further description of the allowances deemed included in the Bidder's Price Proposal for the Work.

E. Pre-Existing Project Record Documents. Information as to the location and manufacture of Owner's existing facilities and equipment has been indicated or provided solely for the convenience of prospective Bidders. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Bidders may examine at the offices of Owner and Engineer the "Drawings of Record" from the initial construction of the DuPage Pumping Station and appurtenances within the Work Site. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders included in this Bid Package for provisions related to the improper use of this information.

As noted in Section 1.5 of the General Conditions of Contract included in this Bid Package, the successful Bidder will be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching or 200 lineal feet in advance of such excavation or trenching, whichever is earlier. All locating of Owner's underground installations such as yard piping is to be performed by the successful Bidder without assistance from Owner, and Owner will not be responsible for marking the approximate locations of those facilities.

F. Pre-Bid Work Site Inspections. As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission from Owner or other appropriate property owner prior to commencement of any such activity. Owner will provide access to the DuPage Pumping Station for such pre-bid inspections ***[from X:00 x.m. to X:00 x.m. on the following days: TBD (if any)]***

; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection [X] of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation

SPECIAL INSTRUCTIONS

providing to Engineer a list of all Persons requiring access at least 48 hours in advance. ***[For access on other dates or times, contact Engineer.]***

G. Mandatory Pre-Bid Conference. A pre-bid conference of all prospective Bidders shall be held at the Work Site on **[XXX]**, 2022, at **[X]:00** o'clock, **[X].M.**, local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection **[X]** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

[H. Materials to be Removed for Owner Salvage. The successful Bidder shall be required to carefully remove, protect, and deliver to Owner the XXX as provided in Section 1.19 of Specification Section 16000 included in this Bid Package].

I. Testing. All quality control testing is to be performed by the successful Bidder unless the Specifications included in this Bid Package specifically identify Owner as the entity responsible for such testing.

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete, relocate, or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes or relocates any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion or relocation nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion, relocation, or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion, relocation, or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

BIDDERS ARE DIRECTED TO SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR A FURTHER DESCRIPTION OF THE SPECIAL SCHEDULING REQUIREMENTS FOR THE WORK AND FOR WORK HOUR RESTRICTIONS.

SPECIAL INSTRUCTIONS

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

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith.

The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

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

[TBD]

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR ANY SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder's non-exclusive use. On all other lands, the successful Bidder shall have no right unless it obtains them from the proper parties. In addition, Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate Owner's usage.

D. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the sites where the Work is to be performed on property not owned by Owner. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties. The successful Bidder shall not work on property requiring the obtaining of an easement or other agreement until Owner has obtained the necessary easement or other agreement.

SPECIAL INSTRUCTIONS

The Special Conditions of Contract included in this Bid Package delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by the Owner. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether or not separately specified in the Special Conditions of Contract included in this Bid Package. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Coordinating Engineer
ITEM	<p>A Resolution Approving and Ratifying Task Order 1 Under a Master Contract with Dixon Engineering, Inc. at the November 18, 2021 DuPage Water Commission Meeting</p> <p>Resolution No. R-58-21</p>	APPROVAL	
<p>Account No.: 01-60-771200 (Total Not to Exceed \$9,200.00)</p>			
<p>The Commission entered into a master contract with Dixon Engineering, Inc. dated March 16, 2018, for professional engineering services related to corrosion protection coating in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-58-21 would approve the following Task Orders to the Master Contract:</p>			
<p>During AECOM's Condition Assessments of 2014 and 2015, AECOM identified several areas where protective coatings have failed throughout the Commission structures. Most of the failed coatings have been found when insulated coverings have been removed and exposing the coatings from original construction over 30 years past.</p>			
<p>Where most consulting firms utilize architectural staff to develop coating specifications with little or no background in such matters, Dixon Engineering specializes in such work including the specification writing for our recent completed water standpipe rehabilitation projects. Dixon employs NACE and SSPC Certified Corrosion Coating Specialists to develop specifications.</p>			
<p>Task Order No. 01: Development of Standard Technical Specifications and General Conditions for Owner's use in procuring Structural Coating Rehabilitation work in potable water facilities to be performed by others, based upon Dixon Engineering's proposal 13-22-66-20 dated October 4, 2021.</p>			
<p>Task Order No. 01 would authorize the consultant to: Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include; Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects; Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE & SSPC (AMPP) and OSHA standards.</p>			
<p>The not to exceed cost for this Task Order is \$9,200.00.</p>			
<p>MOTION: To adopt Resolution No. R-58-21.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-58-21

A RESOLUTION APPROVING AND RATIFYING TASK ORDER 1
UNDER A MASTER CONTRACT WITH DIXON ENGINEERING, INC.
AT THE NOVEMBER 18, 2021 DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Dixon Engineering, Inc. (the "Consultant") dated March 18, 2021, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are

Resolution No. R-58-21

germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

EXHIBIT

TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services dated March 16, 2018, Owner and Consultant agree as follows:

1. **Project:**

Development of Standard Technical Specifications and General Conditions for Owner's use in procuring Structural Coating Rehabilitation work in potable water facilities to be performed by Others, based upon Dixon Engineering's proposal 13-22-66-20 dated October 4, 2021:

2. **Services of Consultant:**

A. Basic Services:

1. **Design Phase Services**

a. Prepare the Technical Specifications and Bidding Documents using Design, Bid, Build Project Strategy to include:

1. Additions to General or Special Conditions for placement into Owner's standard form of bidding/contract documents relevant to coating rehabilitation projects.

2. Develop Technical Specifications and Drawings for Health, Safety and Structural Repairs following at a minimum AWWA, NACE & SSPC (AMPP) and OSHA standards.

3. Additional work as identified in Dixon Proposal 13-22-66-20.

b. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.

c. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.

d. In response to Owner's review comments, as appropriate, make revisions and furnish to Owner one electronic copy of the Final Design Phase documents.

B. Additional Services:

None

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

None

4. **Commencement Date:**

Effective Date of this Task Order

5. **Completion Date:**

- A. Design Phase: 90 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Todd Schaefer

8. **Contract Price:**

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

Design Phase Services – Not to Exceed \$9,200.00

9. **Payments:**

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is November 22, 2021.

DUPAGE WATER COMMISSION

By: _____

John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema
Title: Coordinating Engineer
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bonnema@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

Dixon Engineering, Inc.

By: _____

Todd Schaefer
Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Todd Schaefer
Title: Project Manager
E-mail Address: todd.schaefer@dixonengineering.net
Phone: 630-376-8322

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Task Orders 2 and 3 Under a Master Contract with DeLasCasas CP, LLC at the November 18, 2021, DuPage Water Commission Meeting</p> <p>Resolution No. R-61-21</p>	APPROVAL	
<p>Account Nos: 01-60-751200 (An amount not-to-exceed \$55,470.00)</p>			
<p>The Commission entered into a Master Contract with DeLasCasas CP, LLC, for professional engineering services on August 23rd, 2021 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-61-21 would approve Task Orders 2 and 3 to the Master Contract, to help mitigate corrosion on two steel pipelines within the DWC distribution system.</p>			
<p>Task Order No. 2: Corrosion Mitigation for TE-3/94 From our annual CIS survey, we have found that TE-3/94, the 72" steel pipeline from Chicago, is experiencing stray current from a CTA train in the vicinity of the pipeline, and is not adequately distributing cathodic protection current at rectifier sites 4 and 5. Under this task order, DeLasCasas would assist the Commission in performing pipe-to-soil potential testing at coupon stations, DC stray current interference testing near the reverse current switch, and a current requirement test/constructability study for a new impressed current system to replace the existing rectifiers at sites 4 and 5. DeLasCasas would provide field testing and reports, engineering designs, and commissioning assistance in order to get the 72" Steel main to satisfy the National Association of Corrosion Engineers (NACE) criteria for adequate steel pipeline protection.</p>			
<p>Task Order No. 3: Corrosion Mitigation for TOB-E-87 In addition, the Commission has found that a rectifier on TOB-E-87, which was put in in 2007, has a depleted ground bed. The ground bed was found to be depleted much sooner than the anticipated design. From further inspection, we found that the initial cathodic protection system was designed for completely steel pipe, when in actuality this pipeline is compiled of steel, ductile iron, and concrete pipe. The pipeline was installed under numerous IDOT contracts prior to the Commission's existence and hence the Commission was unaware of pipeline material. DeLasCasas will perform testing in this area, re-adjust the rectifiers, and provide a field report to make recommendations for any additional infrastructure needed to meet NACE criteria for adequate steel pipeline protection on TOB E-87.</p>			
<p>MOTION: To adopt Resolution No. R-61-21.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-61-21

A RESOLUTION APPROVING AND RATIFYING
TASK ORDERS 2 and 3 UNDER A MASTER CONTRACT WITH DELASCASAS CP,
LLC AT THE NOVEMBER 18, 2021, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are

Resolution No. R-61-21

germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2021.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-61-21.doc

EXHIBIT 1

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and DeLasCasas CP, LLC ("Consultant") for Professional Engineering Services dated August 23rd, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Field testing and design of a DC interference reverse current switch, field testing and design for new cathodic protection systems at rectifiers sites 4 and 5, and assessment of cathodic protection levels using coupon assemblies on line TE-3/94 as according to the proposals from DeLasCasas CP, LLC dated November 8th, 2021.

2. **Services of Consultant:**

A. Basic Services:

1. Perform field visits before design of reverse current switch and determine the location of maximum exposure.
 - a. Installation of dataloggers at TS 320+00, at the existing drainage switch, for a week. Measure pipe to soil and pipe to railroad potentials simultaneously, with switch disconnected.
 - b. Coordinate with railroad company to allow for a connection with the railroad close to the Lexington pump station to perform simultaneous reading of pipe to railroad and pipe to soil potentials at the following TS:
 - i. Installation of dataloggers, at stations: 459+95, 481+40, 491+35, 492+75 and 493+25, for 24 hours, while the dataloggers at station 320+00.
 - c. Take pipe to soil IR free potentials at the existing coupon/stationary reference cells in the section under study. Perform CP level evaluation using this data.
 - d. Calculation of the Beta value from the Beta curves obtained from the dataloggers mentioned above.
 - e. Perform simultaneous recording of the closed-circuit potential difference (On-Off) between pipeline and railroad, and current circulating between pipeline and railroad.
 - f. Perform simultaneous recording of the closed-circuit potential difference (On-Off) between pipeline and railroad and potential of the pipeline to the ground.
2. Complete initial calculations; before bond design and maximum cable capacity.
 - a. Obtain the internal circuit resistance.

- b. Obtain the pipe to soil potential to circulating current ratio.
3. Complete reverse current switch design.
 - a. Size the new bond and cable characteristics.
 - b. Prepare Installation drawings.
 - c. Prepare bill of materials and materials specifications.
4. Perform field visits before design at Rectifier Sites 4 and 5.
 - a. Complete soil strata study for the installation of new impressed current systems
5. Complete simulation of the impressed current ground beds, and pipeline attenuation calculations at Rectifier Sites 4 and 5.
6. Complete installation drawings and constructability studies for the location of new impressed current ground beds at Rectifier Sites 4 and 5.
7. Complete inspection of installation and commissioning of the new CP systems on TE-3/94.

B. Additional Services:

None

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

None

4. **Commencement Date:**

November 22nd, 2021

5. **Completion Date:**

5 months following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Rogelio De Las Casas	312.835.0272
Jennifer De Las Casas	312.636.2845

8. **Contract Price:**

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

<u>Phase</u>	<u>Labor Cost Factor</u>	<u>Not to Exceed</u>
Reverse Current Switch		
Field Visits and Testing	2.3	\$12,543
Stimulation, Design, Installation drawings, BOM	2.3	\$5,946
Commissioning & As-Built Drawings	2.3	\$5,449
Rectifier Sites 4 and 5		
Field Visits and Testing	2.3	\$4,999
Stimulation, Design, Installation drawings, BOM	2.3	\$6,564
Commissioning & As-Built Drawings	2.3	\$5,449
Total:	2.3	\$40,950

9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is November 22nd, 2021.

DuPAGE WATER COMMISSION

By: _____

John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema

Title: Coordinating Engineer

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: bonnema@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Rogelio De Las Casas
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272

TASK ORDER NO. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and DeLasCasas CP, LLC ("Consultant") for Professional Engineering Services dated August 23rd, 2021 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Field testing and rebalancing of the cathodic protection systems on line TOB-E/87 as according to the proposals from DeLasCasas CP, LLC dated November 8th, 2021.

2. **Services of Consultant:**

A. Basic Services:

1. Review existing CP systems installation and as-built drawings.
2. Review existing CP annual surveys and or CIS surveys on the TOB line
3. Perform field visits.
 - a. Determine possible locations for coupon/stationary reference electrodes test station installations.
 - b. Adjust rectifiers output on the locations where PCCP mains might be exposed to high cathodic environment.
 - c. Measure the main polarization potentials after rectifiers output adjustment.
4. Provide report with rectifiers output adjusted conclusions and recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date:**

November 22nd, 2021

5. **Completion Date:**

5 months following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Rogelio De Las Casas

Jennifer De Las Casas

Telephone:

312.835.0272

312.636.2845

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.3 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$14,520.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined as follows:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is November 22nd, 2021.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jessica Bonnema

Title: Coordinating Engineer

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: bonnema@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

DELASCASAS CP, LLC

By: _____
Rogelio De Las Casas
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rogelio De Las Casas

Address: 111 Ambassador Ave, Romeoville, Illinois, 60446

E-mail Address: rogelio@delascasascp.com

Phone: (312) 835-0272