



# DuPage Water Commission

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

## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, FEBRUARY 12, 2009  
7:30 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call  
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
  - A. Regular Meeting of January 8, 2009  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Minutes of the January 8, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- B. Executive Session of January 8, 2009  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Executive Session Minutes of the January 8, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – January 2009  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the January 2009 Treasurer's Report (Voice Vote).**

## VI. Committee Reports

## A. Committee of the Whole

1. Report of 2/12/09 Committee of the Whole
2. Actions on Items Listed on 2/12/09 Committee of the Whole Agenda

## B. Administration Committee

- No meeting scheduled

## C. Engineering &amp; Construction Committee

- No meeting scheduled

## D. Finance Committee

- No meeting scheduled

## VII. Chairman's Report

## VIII. Omnibus Vote Requiring Majority Vote

- A. Ordinance No. O-1-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2008 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission

(Concurrence of a Majority of the Appointed Commissioners—7)

- B. Resolution No. R-8-09: A Resolution Awarding a Contract for Janitorial Services

(Concurrence of a Majority of the Appointed Commissioners—7)

- C. Resolution No. R-9-08: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and CLS Group, Inc. for Document Management System Consulting Services

(Concurrence of a Majority of the Appointed Commissioners—7)

**RECOMMENDED MOTION: To adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

## IX. Omnibus Vote Requiring Super-Majority or Special Majority Vote

- A. Resolution No. R-4-09: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM USA, Inc. at the February 12, 2009, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

- B. Resolution No. R-5-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the February 12, 2009, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

- C. Resolution No. R-6-09: A Resolution Approving a First Amendment to Task Order No. 6 Under the Master Contract with EN Engineering, LLC

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

- D. Resolution No. R-7-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the February 12, 2009, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

**RECOMMENDED MOTION: To adopt the item listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

X. Old Business

- A. Request by City of Naperville to Supplement Cost of Relocation of Transmission Main at 75<sup>th</sup> Street and Washington Avenue

- B. DuPage Pump Station Security Fence

(Concurrence of a Majority of the Appointed Commissioners—7)

**RECOMMENDED MOTION: To direct staff to obtain proposals for the modifications to the DuPage Pump Station Security Fence based upon the General Manager's memorandum dated January x, 2009 (Voice Vote).**

XI. New Business

- A. Tentative Draft Fiscal Year 2009-2010 Budget

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To direct staff to distribute the Tentative Draft Management Budget for Fiscal Year 2009 – 2010 as (presented) (revised) to the Commission's customer utilities (Voice Vote).**

B. Presentation on Conservation Program

XII. Accounts Payable

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$97,166.05 subject to submission of all contractually required documentation (Roll Call).**

XIII. Executive Session

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).**

**RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).**

XIV. Adjournment

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, JANUARY 8, 2009  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 7:30 P.M.

Commissioners in attendance: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Commissioners Absent: T. Bennington and W. Murphy

Also in attendance: Treasurer R. Thorn, R. Martin, R. M. Richter, M. Crowley, C. Johnson, R. C. Bostick, T. McGhee, J. Schori, E. Kazmierczak, F. Frelka, M. Weed, and J. Nesbitt

Chairman Rathje presented Christopher Townsend, Lead Operator in the Operations Department, with a 15 year anniversary recognition certificate.

**PUBLIC COMMENTS**

Bob Kozunek, 400 S. Eagle Street, Naperville, Illinois, spoke on behalf of the City of Naperville in support of the City's request that the Commission supplement the cost of the relocation of the Commission's watermain in the vicinity of 75<sup>th</sup> and Washington Streets in Naperville, noting that the County's DuPage South Regional Trail connects to the City's DuPage River Trail in this area; citizens requested the underpass; the City determined the tunnel was feasible and could not be designed around the Commission's watermain; and the City offered to pick up 54% of the cost of the relocation, with the Commission paying the County's 46% share of the joint intersection improvement project.

Joe Lech, 414 Cadwell, Elmhurst, Illinois, stated, again, that the newly installed security fence at the DuPage Pumping Station looks terrible and asked that something be done to get rid of the prison look.

**APPROVAL OF MINUTES**

Commissioner Zay moved to approve the Minutes of the December 11, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER'S REPORT**

Treasurer Thorn presented the Treasurer's Report for the month of December 2008 which showed receipts of \$6,826,015.00, disbursements of \$4,589,737.00, and a cash and investment balance of \$76,322,220.00.

Commissioner Saverino moved to accept the December 2008 Treasurer's Report. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### **COMMITTEE REPORTS**

#### **Administration Committee – Reported by Commissioner Zay**

Commissioner Zay advised that items listed on the Administration Committee will be discussed when the Board goes into Executive Session.

#### **Engineering & Construction Committee – Reported by Commissioner Maio**

Commissioner Maio reported that the Engineering & Construction Committee reviewed and recommended for approval the Partial Pay Requests and Resolution No. R-2-09 which were listed on the Engineering & Construction Committee agenda. With respect to the proposed alternatives to the newly installed fence, Commissioner Maio reported that the Committee discussed the various options which will be presented to the full Board during New Business. Lastly, Commissioner Maio stated that the Engineering & Construction Committee reviewed the memorandum concerning the Contract PSD-7 Office Furniture and recommended that all selections be presented to the Board for review and approval before any purchases are made.

#### **Finance Committee – Reported by Commissioner Mathews**

Commissioner Mathews reported that the Finance Committee reviewed and recommended for approval the Accounts Payable.

### **CHAIRMAN'S REPORT**

Chairman Rathje reported that, as suggested by Commissioner Murphy, a meeting had been held among Commission, City of Naperville, and DuPage County representatives regarding the relocation of the Commission's watermain in the vicinity of 75<sup>th</sup> and Washington Streets in Naperville which will be discussed during Old Business.

### **MAJORITY OMNIBUS VOTE AGENDA**

Commissioner Mueller moved to adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

#### **Majority Omnibus Vote**

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

## Minutes of the 1/8/09 Meeting

Nays: None

Absent: T. Bennington and W. Murphy

Item 1: Resolution No. R-1-09: A Resolution Awarding a Contract for Six (6) Panasonic ToughBook Laptop Computers with Vehicle Mounting Hardware—"Majority Omnibus Vote"

Item 2: Resolution No. R-3-09: A Resolution Approving and Authorizing the Execution of a Renewal Intergovernmental for Access to the Cook County Assessor's Office Geographic Information System Data—"Majority Omnibus Vote"

### **SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA**

Commissioner Mathews moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

#### **Super/Special Majority Omnibus Vote**

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Murphy

Item 1: Resolution No. R-2-09: A Resolution Awarding a Contract for Valve Actuator Replacement (Contract VA-1/08)—"Super/Special Majority Omnibus Vote"

### **OLD BUSINESS**

General Manager Martin gave a brief summary of the meeting held between Commission representatives Chairman Rathje, General Manager Robert Martin, and Staff Attorney Crowley, City of Naperville representatives, DuPage County representatives, and a representative from the Office of the State's Attorney for DuPage County with regards to the responsibility for the cost of relocating the Commission's South Transmission Main at 75<sup>th</sup> and Washington Streets, in Naperville. General Manager Martin stated that the position of both the City of Naperville and the County of DuPage is to have the Commission be responsible for costs incurred on behalf of the County of DuPage.

Commissioner Maio inquired as to whether the Commission was asked to move its pipe and as to the Staff Attorney's view of the matter. Staff Attorney Crowley advised that the Commission had received a copy of a letter from the County directing the

## Minutes of the 1/8/09 Meeting

Commission to relocate its watermain where it is in conflict with the proposed 75<sup>th</sup> and Washington Street intersection improvements. Staff Attorney Crowley added that the statute cited by the County in its letter does allow state and county, but not municipal, highway authorities to require governmental utilities to relocate their facilities at their own cost for highway or highway safety purposes and some have questioned whether that power was being properly exercised by the County in the current situation. Staff Attorney Crowley concluded her remarks by reminding the Board that the City estimated the total cost of the relocation between \$150,000 and \$300,000 and, therefore, as noted in staff's initial memorandum to the Board, mounting a legal challenge to the request would most likely cost more than paying a 45% share.

Commissioner Zay inquired as to the opinion of the State's Attorney representing the County of DuPage. Staff Attorney Crowley replied by saying that she did not believe the Assistant State's Attorney offered any comment at the meeting.

Commissioners Zay and Zeilenga both suggested getting opinions from all parties (County of DuPage, City of Naperville and DuPage Water Commission) for review.

Commissioner Maio disagreed saying it would be acceptable if the City of Naperville and the County of DuPage submitted their opinion on their own, but that staff was in no position to require it.

Commissioner Maio noted that the Mayor of Wood Dale approached him for help regarding a similar situation involving the relocation of a train depot located in the City of Wood Dale which sits in between the County's property line and the State's property line. Staff Attorney Crowley noted that in the Wood Dale situation she believed the Commission's watermain was located within an easement, in which case the Commission would have the sole discretion to determine whether to move its main.

### **NEW BUSINESS**

Manager of Water Operations McGhee gave a presentation on the Asset Management Program.

Upon concluding the presentation, Commissioner Poole shared that the City of Naperville implemented the same program and expressed how successful the Commission's program has been. The City of Naperville is trying to get their Asset Management Program to the level of the Commissions. Commissioner Poole further noted that the Commission's Asset Management Program should be used as a standard for other utilities.

Next, Manager of Water Operations McGhee gave a presentation on the Capital Improvement Plan for 2009-2010.

During the presentation, General Manager Martin noted that no new expenses have been added from last year's plan and that the plan offers more detail for clarification purposes.



## Minutes of the 1/8/09 Meeting

Commissioner Poole commented that the City of Naperville already adopted its multiple year water rate increases based upon the Commission's 2008-2009 Capital Improvement Plan projections and asked for the fund balance spreadsheets utilizing the previously projected multiple year water rates.

Commissioner Poole inquired as to renewable energy and if staff had researched green tags or renewal energy units. General Manager Martin stated that staff is working with ComEd and the City of Chicago regarding renewable energy units and will be reporting back to the Board.

With respect to the PSC-5 Photovoltaic System, General Manager Martin noted that the size of the system to be installed had been reduced from its original 1,000 KW to 700KW in the award of Contract PSC-5 for cost savings purposes. General Manager Martin added, however, that the City of Chicago is currently searching and applying for available grants in order to provide the funds needed to have the Contract PSC-5 contractor install a larger system.

After Commissioner Poole confirmed that all five standpipes will be repainted both internally and externally, he then referred to the map found on page 29 of the draft CIP and requested that watermain titles be listed on the map reflecting the progression of the Corrosion Mitigation of Steel Water Mains project schedule.

In referring back to the Asset Management Program, Commissioner Maio asked if the Program keeps track of all Commission vehicle maintenance. Manager of Water Operations McGhee confirmed that the Asset Management Program tracks all Commission vehicle maintenance to better monitor costs.

Chairman Rathje inquired whether staff was considering applying for federal grants for a photovoltaic system at the DuPage Pumping Station. General Manager Martin estimated the cost of such a system at approximately \$11MM, stating that a photovoltaic system the DuPage Pumping Station should be very similar in design to the one at the Lexington Pumping Station. General Manager cautioned, however, that federal grants were not ideal because of all the requirements and that he believed the federal government was looking to fund construction, and not design, as a means of economic stimulus. Commissioner Poole noted that photovoltaic systems are extremely expensive at the present time but the cost should become more reasonable in the future. Commissioner Zay commented that perhaps it would be better to use any available federal funding for increasing the size of the Lexington Photovoltaic System.

Before moving to the next Agenda Item, Commissioner Maio questioned the estimated cost of engineering services for the project of repainting the Commission's five standpipes. Manager of Water Operations McGhee explained that the weather plays an important roll in the project and stated that air temperature and humidity have to be at acceptable levels to prevent failure. General Manager Martin added that the majority of the estimated cost was for resident engineering inspection services.

## Minutes of the 1/8/09 Meeting

With no further discussion, Commissioner Zay moved to approve the Fiscal Year 2009-2010 Capital Improvement Plan. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Murphy

Commissioner Elliott moved to approve Purchase Order No. 11108 in the amount of \$25,672.28 to Infor Global Solutions Inc. Seconded by Commissioner Zay unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Murphy

The next agenda item was the discussion of the newly installed security fence at the DuPage Pumping Station. The memorandum included in the Board packet that described various options to address community dissatisfaction with the fence as installed was distributed to those in attendance. Commissioner Poole commented that "good fences make good neighbors and good neighbors make good fences." Commissioner Poole stated that he preferred Option No. 4 but also suggested immediately removing the barbed wire and replacing it with a dark vinyl coated fence that would look more aesthetically pleasing to the eight or nine homes that sit directly across from the fence.

In response to Commissioner Mathews questions, Facilities Construction Supervisor Bostick explained the reason behind fencing the entire property was to give the contractors a generous working area in an effort to avoid disturbing the mature trees and other landscape. Commissioner Mathews reminded the Board that although the Commission wants to work with the neighbors at the same time the contractors' accommodations should not be compromised.

Commissioner Maio advised that he preferred Option No. 3.

General Manager Martin noted that he had no objection to removing the barbed wire immediately so long as it would be re-installed once the future reservoir was installed. General Manager Martin also noted that he did not choose to install a vinyl coated fence because he was trying to minimize costs.

## Minutes of the 1/8/09 Meeting

Commissioner Hartwig asked staff for their opinion from a liability standpoint. General Manager Martin stated that the public has used the area as a park and for snowmobiling which could result in accidents occurring. Commissioner Hartwig stated that he didn't have a problem with the public using the area as a park unless it becomes a liability issue and suggested posting "No Trespassing" signs to relieve the Commission of any liability concerns.

Commissioner Maio expressed that he is not in favor of tearing down the fence and shared his opinion based upon many years of experience with the County of DuPage Forest Preserve District in that although you understand the concerns of your neighbors you also have an obligation to do what is best for all concerned.

General Manager Martin clarified that although no accidents have been reported involving the use of the property, at the present time it is being used for construction and security purposes.

After General Manager Martin answered Commissioner Elliott's question that there would be no construction interference with moving the fence line back, it was the consensus of the Board to have staff invite the neighbors to meet and discuss all options for a consensus and report back to Board at the February meeting.

### ACCOUNTS PAYABLE

Commissioner Zay moved to approve the Accounts Payable in the amount of \$4,789.98 subject to submission of all contractually required documentation. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Murphy

### EXECUTIVE SESSION

Commissioner Hartwig moved to go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2). Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Murphy

## Minutes of the 1/8/09 Meeting

The Board went into Executive Session at 8:50 P.M.

Commissioner Maio moved to come out of Executive Session at 8:59 P.M. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Hartwig moved to approve the fiscal year 2008-2009 base salary increase for certain personnel in accordance with the discussion in Executive Session. Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Murphy

Before the meeting adjourned, Commissioner Chaplin requested that a letter be sent to customers reminding them of the importance of well maintenance. General Manager Martin confirmed that it would be acceptable to Commissioner Chaplin if instead of a letter, the Manager of Water Operations mentioned the reminder at the January 9, 2009, Operators Round Table meeting and included the reminder in the Round Table meeting minutes which would be distributed to all customers.

Commissioner Maio moved to adjourn the meeting at 9:00 P.M. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION  
TREASURER'S REPORT  
STATEMENT OF REVENUES & EXPENDITURES  
January 31, 2009

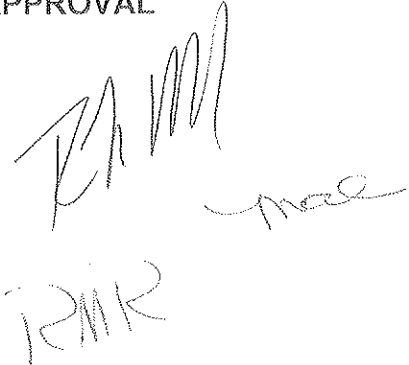
REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2009	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
WATER SALES	\$ 2,271,891	\$ 2,390,440	(118,549)	28,125,636	34,501,789	(6,375,153)
SALES TAX	2,510,670	2,890,098	(379,428)	25,008,905	25,587,482	(578,577)
INVESTMENT INCOME	73,589	135,680	(62,071)	1,149,924	4,246,597	(3,097,673)
OTHER INCOME	-	-	-	-	132	(132)
<b>TOTAL REVENUE</b>	<b>4,856,150</b>	<b>5,416,198</b>	<b>(560,048)</b>	<b>54,284,465</b>	<b>64,336,000</b>	<b>(10,051,535)</b>
<b>EXPENDITURES</b>						
PERSONAL SERVICES	305,183	284,756	20,407	2,989,693	2,270,034	719,659
PROFESSIONAL SERVICES	6,568	33,454	(26,886)	191,559	125,125	66,434
CONTRACTUAL SERVICES	38,456	1,560	36,896	245,320	309,155	(62,835)
INSURANCE	8,786	8,246	540	66,031	682,657	(616,626)
WATER SUPPLY COSTS	4,208,316	3,418,119	790,197	37,649,194	38,209,416	(561,222)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	14,072,937	16,078,513	(2,005,576)
LAND AND RIGHT OF WAY	-	-	-	-	100	(100)
CAPITAL EQUIPMENT PURCHASES	102,834	197,137	(94,303)	2,010,353	1,983,830	26,523
<b>TOTAL EXPENDITURES</b>	<b>4,670,123</b>	<b>3,943,272</b>	<b>726,851</b>	<b>57,225,087</b>	<b>59,659,030</b>	<b>(2,433,943)</b>
REBATES	-	-	-	40,000,000	-	40,000,000
TRANSFER TO OTHER GOVERNMENTS	-	-	-	15,000,000	15,000,000	-
<b>NET INCREASE / (DECREASE) IN FUNDS</b>	<b>186,027</b>	<b>1,472,926</b>	<b>(1,286,899)</b>	<b>(57,940,622)</b>	<b>(10,323,030)</b>	<b>(7,617,592)</b>

FUNDS CONSIST OF	January 31, 2009	January 31, 2008	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	1,000	1,000	-
CASH AT HARRIS BANK	66,576	65,451	1,125
<b>TOTAL CASH</b>	<b>75,902</b>	<b>74,777</b>	<b>1,125</b>

	January 31, 2009	January 31, 2008	% CHANGE
ILLINOIS FUNDS MONEY MARKET	19.59%	25.50%	15,016,062
ILLINOIS FUNDS PRIME FUND	23.98%	20.22%	22,729,260
GOVERNMENT MONEY MARKET FUNDS	0.51%	1.47%	(7,713,198)
U. S. TREASURY INVESTMENTS	29.18%	23.09%	359,734
U. S. AGENCY INVESTMENTS	0.00%	0.00%	(920,496)
CERTIFICATES OF DEPOSIT	26.74%	29.72%	1,785,495
<b>TOTAL INVESTMENTS</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(8,000,000)</b>
<b>TOTAL FUNDS</b>	<b>76,738,517</b>	<b>89,225,508</b>	<b>(12,486,991)</b>
UNRESTRICTED FUNDS	23,353,454	37,968,953	(14,615,499)
RESTRICTED FUNDS	53,385,063	51,256,555	2,128,508
<b>TOTAL FUNDS</b>	<b>76,738,517</b>	<b>89,225,508</b>	<b>(12,486,991)</b>

DATE: February 5, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2008 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission  Ordinance No. O-1-09	<b>APPROVAL</b>	
<p>The Commission has on hand funds sufficient to provide for payment of principal and interest on the Commission's outstanding General Obligation Bonds up to and including March 1, 2010. As a result, there is no need for the property tax levy previously made by the Commission to pay for such debt service and Ordinance No. O-1-09 would therefore fully abate the 2008 tax levy.</p>			
<b>MOTION:</b> To approve Ordinance No. O-1-09.			

## DuPAGE WATER COMMISSION

## ORDINANCE NO. O-1-09

AN ORDINANCE OF THE DuPAGE WATER COMMISSION,  
COUNTIES OF DuPAGE, COOK AND WILL, ILLINOIS,  
ABATING THE 2008 TAX LEVY FOR THE \$93,970,000 GENERAL  
OBLIGATION WATER REFUNDING BONDS, SERIES 2001, OF THE COMMISSION

WHEREAS the Board of Commissioners (the "Board") of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission") does hereby find and determine as follows:

A. Pursuant to Ordinance Number O-12-01 of the Commission (the "Bond Ordinance") as adopted June 14, 2001, by the Board, the Commission has issued \$93,970,000 General Obligation Water Refunding Bonds, Series 2001 (the "Bonds").

B. Section 9 of the Bond Ordinance, as amended by the Bond Order dated as of August 23, 2001, sets forth a tax levy for the payment of interest on and principal of the Bonds up to and including March 1, 2010, in the amount of \$13,121,275.00. The taxes so levied constitute a portion of the "Pledged Taxes" as defined in the Bond Ordinance.

C. Section 13 of the Bond Ordinance sets forth the procedures by which the Commission may from time to time abate the levy of Pledged Taxes.

D. In accordance with the procedures set forth in said Section 13, the Board intends now to abate the levy of Pledged Taxes for the year 2008 (the "2008 Levy").

E. The Commission has on hand and lawfully available the sum of \$13,121,275.00 derived from sales taxes and other lawfully available funds sufficient to provide for payment of interest on and principal of the Bonds due up to and including March 1, 2010.

F. Sufficient funds are available for the purpose of fully abating the 2008 Levy.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois as follows:

Section 1. Incorporation of Preambles

The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Abatement Declarations

A. The Board hereby declares and determines that the amounts of funds available from lawfully available sources ("Available Funds") to enable the abatement of the 2008 Levy is not less than \$13,121,275.00.

B. The Board hereby appropriates the Available Funds to pay interest on and principal of the Bonds.

C. From the Available Funds, the Treasurer of the Commission is hereby authorized and directed to deposit a sum sufficient to pay the interest on and principal of the Bonds due up to and including March 1, 2010, into the Bond Fund as soon as possible, without further order or direction from the Board; and upon performing each of said acts, the Treasurer shall officially notify the Clerk of the Commission.

D. The entire 2008 Levy in the amount of \$13,121,275.00 is hereby abated.

E. Upon receipt of notification from the Treasurer of deposit into the Bond Fund as hereinabove provided, the Clerk of the Commission is hereby authorized and directed to file a certified copy of this abatement ordinance with the County Clerks of the



Ordinance No. O-1-09

Counties of DuPage, Cook and Will; and such filing shall constitute full and proper authority for said County Clerks to abate the 2008 Levy.

Section 3. County Clerks to Abate

Upon the filing of this abatement ordinance, the County Clerks as aforesaid shall completely abate the 2008 Levy.

Section 4. Superseder and Effective Date

All ordinances, resolutions, motions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this Ordinance shall be in full force and effect upon its passage and approval.

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2009

ATTEST:

\_\_\_\_\_  
Chairman, DuPage Water Commission  
Counties of DuPage, Cook and Will,  
Illinois

\_\_\_\_\_  
Clerk

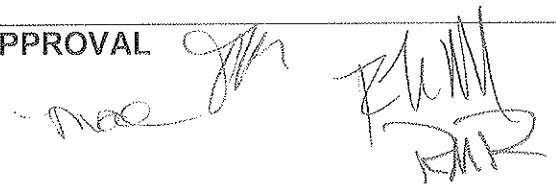
RECORDED in Commission Records: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

DATE: February 6, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations
<b>ITEM</b>	A Resolution Awarding a Contract for Janitorial Services  Resolution No. R-8-09	<b>APPROVAL</b>	
Account Number: 01-60-6560			
Sealed proposals for janitorial services at the Commission's Administration Building/Pump Station were received on February 2, 2009. The following are the base bid results (excluding unit prices for indeterminate work that may or may not be ordered by the Commission and unit prices for an indeterminate quantity of supplies to be furnished):			
1. Alpha Building Maintenance Service		2. ABC Commercial	
Daily Tasks B.1-B.9:	\$35,616.00	Daily Tasks B.1 – B.9:	\$39,600.00
Quarterly Tasks B1 – B.9:	\$2,600.00	Quarterly Tasks B1 – B.9:	\$0.00
Semi-Annual Tasks B.2:	\$1,600.00	Semi-Annual Tasks B.2:	\$2,760.00
Semi-Annual Tasks B.3:	\$1,200.00	Semi-Annual Tasks B.3:	\$1,440.00
Semi-Annual Tasks B.4:	\$1,000.00	Semi-Annual Tasks B.4:	\$0.00
Total Bid:	\$42,016.00	Total Bid:	\$43,800.00
3. Twin Cleaning		4. Total Facility Maintenance, Inc.	
Daily Tasks B.1-B.9:	\$33,960.00	Daily Tasks B.1 – B.9:	\$34,200.00
Quarterly Tasks B1 – B.9:	\$5,800.00	Quarterly Tasks B1 – B.9:	\$5,600.00
Semi-Annual Tasks B.2:	\$2,540.00	Semi-Annual Tasks B.2:	\$2,360.00
Semi-Annual Tasks B.3:	\$800.00	Semi-Annual Tasks B.3:	\$970.00
Semi-Annual Tasks B.4:	\$800.00	Semi-Annual Tasks B.4:	\$870.00
Total Bid:	\$43,900.00	Total Bid:	\$44,000.00
5. Spot-less Maintenance Services		6. Unlimited Services Incorporated	
Daily Tasks B.1-B.9:	\$37,896.00	Daily Tasks B.1 – B.9:	\$31,080.00
Quarterly Tasks B1 – B.9:	\$2,600.00	Quarterly Tasks B1 – B.9:	\$2,720.00
Semi-Annual Tasks B.2:	\$1,600.00	Semi-Annual Tasks B.2:	\$7,749.60
Semi-Annual Tasks B.3:	\$1,200.00	Semi-Annual Tasks B.3:	\$2,003.68
Semi-Annual Tasks B.4:	\$1,000.00	Semi-Annual Tasks B.4:	\$800.00
Total Bid:	\$44,296.00	Total Bid:	\$44,353.28

<b>AGENDA SECTION</b> Omnibus Vote Requiring Majority Vote		<b>ORIGINATING DEPARTMENT</b> Operations	
<b>ITEM</b> A Resolution Awarding a Contract for Janitorial Services  Resolution No. R-8-09		<b>APPROVAL</b>	
7. Boye Janitorial Service Inc.		8. Unimax Management	
Daily Tasks B.1-B.9:	\$39,700.08	Daily Tasks B.1 – B.9:	\$4,480.00
Quarterly Tasks B1 – B.9:	\$2,120.00	Quarterly Tasks B1 – B.9:	\$5,200.00
Semi-Annual Tasks B.2:	\$1,600.00	Semi-Annual Tasks B.2:	\$6,200.00
Semi-Annual Tasks B.3:	\$1,600.00	Semi-Annual Tasks B.3:	\$1,860.00
Semi-Annual Tasks B.4:	\$1,600.00	Semi-Annual Tasks B.4:	\$0.00
Total Bid:	<b>\$46,620.08</b>	Total Bid:	<b>\$58,740.00</b>
9. Komar Building Services		10. Perfect Cleaning Service Inc.	
Daily Tasks B.1-B.9:	\$40,560.00	Daily Tasks B.1-B.9:	\$52,080.00
Quarterly Tasks B1 – B.9:	\$13,000.00	Quarterly Tasks B1 – B.9:	\$6,600.00
Semi-Annual Tasks B.2:	\$4,800.00	Semi-Annual Tasks B.2:	\$6,960.00
Semi-Annual Tasks B.3:	\$1,980.00	Semi-Annual Tasks B.3:	\$3,260.00
Semi-Annual Tasks B.4:	\$1,580.00	Semi-Annual Tasks B.4:	\$1,700.00
Total Bid:	<b>\$61,920.00</b>	Total Bid:	<b>\$70,600.00</b>
11. Impression Cleaning Services		12. Imperial Service System Inc.	
Daily Tasks B.1-B.9:	\$69,938.88	Daily Tasks B.1-B.9:	\$66,336.00
Quarterly Tasks B1 – B.9:	\$2,311.68	Quarterly Tasks B1 – B.9:	\$24,120.00
Semi-Annual Tasks B.2:	\$2,201.60	Semi-Annual Tasks B.2:	\$21,000.00
Semi-Annual Tasks B.3:	\$2,540.00	Semi-Annual Tasks B.3:	\$1,576.00
Semi-Annual Tasks B.4:	\$880.6400	Semi-Annual Tasks B.4:	\$140.00
Total Bid:	<b>\$77,872.80</b>	Total Bid:	<b>\$113,172.00</b>
Resolution No. R-8-09 would award the Contract to the low bidder, Alpha Building Maintenance Service, Inc.			
<b>MOTION:</b> To approve Resolution No. R-8-09.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-8-09

A RESOLUTION AWARDED A  
CONTRACT FOR JANITORIAL SERVICES

WHEREAS, sealed proposals for the Janitorial Services Contract were received on February 2, 2009; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Alpha Building Maintenance Service, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Janitorial Services Contract to Alpha Building Maintenance Service, Inc. for the unit prices set forth in its Contract/Proposal, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract/Proposal that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

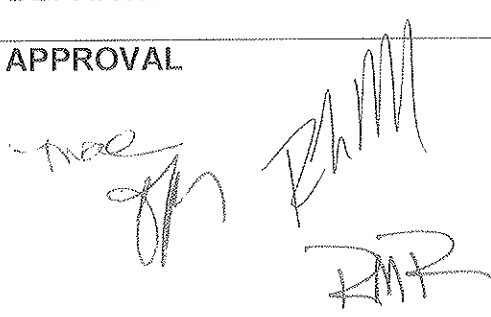
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: February 6, 2009

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations																																																																		
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and CLS Group, Inc. for Document Management System Consulting Services</p> <p>Resolution No. R-9-09</p>	<b>APPROVAL</b>																																																																			
<p>Account Number: 01-60-6210</p> <p>In accordance with the purchasing procedures of the Commission's By-Laws, the Commission solicited sealed proposals from ten local consulting firms for the design and implementation of a document management system, in addition to advertising in the Chicago Tribune and posting a notice of the Request for Proposals on the Commission's website. Sealed proposal were received until 1:00 p.m., local time, December 16, 2008, at which time all proposals were publicly opened and read aloud.</p> <p>Of the seven proposals received (see tabulation below), five bidders failed to fully comply with the requirements of the RFP. Conlon Group Inc, Imerge Consulting, and Westin did not propose a document management solution(s) as required by the RFP and Black &amp; Veatch and Crowe Horwath did not supply the pricing data requested in the RFP and, therefore, their proposals should be considered non-responsive. The proposal of CLS Group, Inc. was the most favorable to the interests of the Commission.</p> <table border="0"> <tr> <td></td><td></td><td>Total Not-to-Exceed</td></tr> <tr> <td>Conlon Group Inc</td><td></td><td>\$ 16,000.00</td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ 3,750</td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ 3,000</td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ 1,000</td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ 7,250</td><td></td></tr> <tr> <td>Estimated Expenses</td><td>\$ 1,000</td><td></td></tr> <tr> <td>CLS Group, Inc.</td><td></td><td>\$ 38,550.00</td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ 4,950.00</td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ 8,400.00</td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ 7,200.00</td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ 18,000.00</td><td></td></tr> <tr> <td>Peters &amp; Associates</td><td></td><td>\$ 48,000.00</td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ 6,000.00</td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ 6,000.00</td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ 6,000.00</td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ 30,000.00</td><td></td></tr> <tr> <td>Imerge</td><td></td><td>\$ 60,000.00</td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ 15,000.00</td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ 25,000.00</td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ 5,000.00</td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ 15,000.00</td><td></td></tr> </table>						Total Not-to-Exceed	Conlon Group Inc		\$ 16,000.00	Study and Report Phase	NTE \$ 3,750		Design Phase	NTE \$ 3,000		Implementation Development	NTE \$ 1,000		Implementation Phase	NTE \$ 7,250		Estimated Expenses	\$ 1,000		CLS Group, Inc.		\$ 38,550.00	Study and Report Phase	NTE \$ 4,950.00		Design Phase	NTE \$ 8,400.00		Implementation Development	NTE \$ 7,200.00		Implementation Phase	NTE \$ 18,000.00		Peters & Associates		\$ 48,000.00	Study and Report Phase	NTE \$ 6,000.00		Design Phase	NTE \$ 6,000.00		Implementation Development	NTE \$ 6,000.00		Implementation Phase	NTE \$ 30,000.00		Imerge		\$ 60,000.00	Study and Report Phase	NTE \$ 15,000.00		Design Phase	NTE \$ 25,000.00		Implementation Development	NTE \$ 5,000.00		Implementation Phase	NTE \$ 15,000.00	
		Total Not-to-Exceed																																																																			
Conlon Group Inc		\$ 16,000.00																																																																			
Study and Report Phase	NTE \$ 3,750																																																																				
Design Phase	NTE \$ 3,000																																																																				
Implementation Development	NTE \$ 1,000																																																																				
Implementation Phase	NTE \$ 7,250																																																																				
Estimated Expenses	\$ 1,000																																																																				
CLS Group, Inc.		\$ 38,550.00																																																																			
Study and Report Phase	NTE \$ 4,950.00																																																																				
Design Phase	NTE \$ 8,400.00																																																																				
Implementation Development	NTE \$ 7,200.00																																																																				
Implementation Phase	NTE \$ 18,000.00																																																																				
Peters & Associates		\$ 48,000.00																																																																			
Study and Report Phase	NTE \$ 6,000.00																																																																				
Design Phase	NTE \$ 6,000.00																																																																				
Implementation Development	NTE \$ 6,000.00																																																																				
Implementation Phase	NTE \$ 30,000.00																																																																				
Imerge		\$ 60,000.00																																																																			
Study and Report Phase	NTE \$ 15,000.00																																																																				
Design Phase	NTE \$ 25,000.00																																																																				
Implementation Development	NTE \$ 5,000.00																																																																				
Implementation Phase	NTE \$ 15,000.00																																																																				

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Operations																																																																
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and CLS Group, Inc. for Document Management System Consulting Services</p> <p>Resolution No. R-9-09</p>	<b>APPROVAL</b>																																																																	
<table> <tr> <td colspan="2"></td><td>Total Not-to-Exceed</td><td></td></tr> <tr> <td colspan="2">Black &amp; Veatch</td><td>\$ N/A</td><td></td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td colspan="2">Crowe Horwath</td><td>\$ N/A</td><td></td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td colspan="2">Westin Engineering Inc.</td><td>\$ N/A</td><td></td></tr> <tr> <td>Study and Report Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Design Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Implementation Development</td><td>NTE \$ N/A</td><td></td><td></td></tr> <tr> <td>Implementation Phase</td><td>NTE \$ N/A</td><td></td><td></td></tr> </table>						Total Not-to-Exceed		Black & Veatch		\$ N/A		Study and Report Phase	NTE \$ N/A			Design Phase	NTE \$ N/A			Implementation Development	NTE \$ N/A			Implementation Phase	NTE \$ N/A			Crowe Horwath		\$ N/A		Study and Report Phase	NTE \$ N/A			Design Phase	NTE \$ N/A			Implementation Development	NTE \$ N/A			Implementation Phase	NTE \$ N/A			Westin Engineering Inc.		\$ N/A		Study and Report Phase	NTE \$ N/A			Design Phase	NTE \$ N/A			Implementation Development	NTE \$ N/A			Implementation Phase	NTE \$ N/A		
		Total Not-to-Exceed																																																																	
Black & Veatch		\$ N/A																																																																	
Study and Report Phase	NTE \$ N/A																																																																		
Design Phase	NTE \$ N/A																																																																		
Implementation Development	NTE \$ N/A																																																																		
Implementation Phase	NTE \$ N/A																																																																		
Crowe Horwath		\$ N/A																																																																	
Study and Report Phase	NTE \$ N/A																																																																		
Design Phase	NTE \$ N/A																																																																		
Implementation Development	NTE \$ N/A																																																																		
Implementation Phase	NTE \$ N/A																																																																		
Westin Engineering Inc.		\$ N/A																																																																	
Study and Report Phase	NTE \$ N/A																																																																		
Design Phase	NTE \$ N/A																																																																		
Implementation Development	NTE \$ N/A																																																																		
Implementation Phase	NTE \$ N/A																																																																		
<b>MOTION:</b> To approve Resolution No. R-9-09.																																																																			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-9-09

A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A CONTRACT BETWEEN THE DUPAGE WATER  
COMMISSION AND CLS GROUP, INC. FOR DOCUMENT  
MANAGEMENT SYSTEM CONSULTING SERVICES

WHEREAS, sealed proposals for Document Management System Consulting Services were received on December 16, 2008; and

WHEREAS, the Commission has reviewed the proposals received and determined that the proposal of CLS Group, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: A Contract between the DuPage Water Commission and CLS Group, Inc. in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Contract shall not be so executed on behalf of the Commission unless and until the General Manager of the Commission shall have been presented with copies of the Contract executed by CLS Group, Inc. Upon



Resolution No. R-9-09

execution by the General Manager, the Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-9-09.doc

EXHIBIT 1

**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**CLS GROUP, INC.**  
**FOR**  
**DOCUMENT MANAGEMENT SYSTEM CONSULTING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and CLS Group, Inc., 188 Industrial Drive, Suite 216, Elmhurst, Illinois 60126, an Illinois corporation ("Consultant"), make this Contract as of the 13<sup>th</sup> day of February, 2009, and hereby agree as follows:

**ARTICLE I**  
**THE SERVICES**

**1.1 Performance of the Services**

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

## **1.2 Commencement and Completion Dates**

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

## **1.3 Required Submittals**

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

## **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

## **1.5 Financial and Technical Ability to Perform**

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

## **1.6 Time**

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

## **1.7 Consultant's Personnel and Subcontractors**

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

D. Safety. Consultant shall be solely and completely responsible for providing and maintaining safe conditions at its workplace on or in the vicinity of

Owner's facilities and appurtenances during performance of the Services. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. Consultant shall employ or hire a competent safety representative or subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise, and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. Consultant shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Owner shall not be responsible for conditions on or in the vicinity of Owner's facilities and appurtenances, nor for the safety of persons or property, during the performance of the Services.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency

systems, equipment, and devices, in as much safety remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Consultant is being notified of these potentially hazardous conditions so that Consultant may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Consultant's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Consultant's sole and complete responsibility for its workplace conditions on or in the vicinity of Owner's facilities and appurtenances or for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances, including the safety of all persons and property during performance of the Services. This notification of potentially hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.

## **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other

consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

#### **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

### **ARTICLE II CHANGES AND DELAYS**

#### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made.



No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

## **2.2 Delays**

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

## **2.3 No Constructive Change Orders**

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

# **ARTICLE III**

## **CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

### **3.1 Warranty of Services**

A. Scope of Warranty. Consultant warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the

requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

### 3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's errors, omissions, negligent acts, or failure to meet warranty.

### 3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

## ARTICLE IV FINANCIAL ASSURANCES

### 4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose

in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

#### **4.2 Indemnification**

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

### **ARTICLE V PAYMENT**

#### **5.1 Contract Price**

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

#### **5.2 Taxes, Benefits and Royalties**

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

#### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

#### **5.4 Final Acceptance and Final Payment**

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

#### **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate

Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

# **ARTICLE VI** **REMEDIES**

## **6.1 Owner's Remedies**

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any damages suffered by Owner.

## **6.2 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship of the Parties**

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

### **7.3 No Collusion/Prohibited Interests**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

### **7.4 Assignment**

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

### **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without

the prior express written consent of Owner, be used for any purpose other than performance of the Services.

#### **7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

#### **7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

#### **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: Manager of Water Operations

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

CLS Group, Inc.  
188 Industrial Drive  
Suite 216  
Elmhurst, Illinois 60126  
Attention: Paul Hennessy

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.



By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

#### **7.9 Governing Laws**

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.11 Compliance with Laws and Grants**

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to

retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

#### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### **7.14 Severability**

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

#### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

#### **7.16 Amendments**

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

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Maureen A. Crowley  
Clerk

By: \_\_\_\_\_  
Robert L. Martin  
General Manager

Attest/Witness:

**CLS GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
James Molitor  
President

## ATTACHMENT A

### **SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

Assistance in developing, implementing, and supporting a document management system for Owner, including reviewing existing systems and practices; identifying relevant document management strategies, policies, practices, and actions for potential implementation; final design and implementation plan development; and implementation oversight.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations: None

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **Completion Date:**

A. Study and Report 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.

B. Design Phase: 180 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Implementation Plan Development Phase: 90 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Implementation Phase: 180 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner.

- B. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) Each Occurrence: \$1,000,000
- (2) General Aggregate: \$2,000,000
- (3) Completed Operations Aggregate: \$2,000,000
- (4) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- D. Professional Liability Insurance. With a limit of liability of not less than \$5,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

6. Contract Price:

**SCHEDULE OF PRICES**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, 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>Not to Exceed</u>
Study and Report	\$ 4,950.00
Design	\$ 8,400.00
Implementation Plan Development	\$ 7,200.00
Implementation	\$ 18,000.00

7. Payments:

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

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, 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.

ATTACHMENT A-1

**CONSULTANT BILLING RATES**

<b>Employee Classification</b>	<b>2009 Billing Rates</b>
Programmer	\$150
Project Lead	\$140
Lead Back-up	\$140
Installer	\$120

## ATTACHMENT B

### **SCOPE OF SERVICES**

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

#### 1. Study and Report Phase.

Task 1A: Review and Document Existing Systems. Consultant shall review and document existing systems, hardware, software, resources, and activities in all departments as they relate to document management systems.

Task 1B: Presentation(s). Consultant shall conduct a presentation(s) to relevant department staff on document imaging concepts and possible municipal uses of document management systems.

Task 1C: Data Collection. Consultant shall collect data to define the objectives and needs of each department including an evaluation of each department's business functions that would make use of a document management system.

Task 1D: Interviews. Consultant shall conduct on-site interviews with each department's staff, consisting of potential users and management staff who are familiar with the functions of their departments but who will have varying degrees of knowledge of document management that is in current use at Owner's facilities.

Task 1E: Final Presentation and Assessment. Consultant shall provide a presentation and a detailed written assessment with the information obtained from Task 1C and 1D. The presentation and assessment shall discuss objectives and requirements of each department in addition to opportunities for integration of existing systems (and planned future systems), resources, and activities into the proposed document management system.

Task 1F: Review and Comment on Assessment. Based upon Commission review and comment, Consultant shall amend the assessment, as mutually agreed upon.

Task 1G: Status Reports and Meetings. Consultant shall provide monthly project status reports to Owner and attend monthly status meetings.



## 2. Design Phase

After written authorization to proceed:

Task 2A: Design Document Management System. The design shall be based upon the final draft of the Assessment, and Consultant shall:

- (1) Revise and Amend Document Management Software Requirements. Attachment B-1 to the Contract contains a set of preliminary requirements for imaging and document management; amend as appropriate.
- (2) Recommend Purchases, Specifications, and Configuration of Data, Software, and Hardware. This includes scanning equipment, server capacity, optical character recognition, software for storage and retrieval, and a backup system.
- (3) Recommend Strategy for Development and Conversion of Data. This includes, but is not limited to, development of Commission-wide metadata standards.
- (4) Recommend Strategy for Integration with Planned Geographic Information System (GIS), Other Planned Business Applications and Other Agencies.
- (5) Recommend Services to Scan Documents Offsite and/or Onsite for Existing and Future Special Requirements. Special Requirements may include scanning plans that are larger than on-site scanner.
- (6) Recommend Strategy and Purchases Necessary to Provide Public Access Through the Internet. This is only for selected portions of Owner's document management data.

Task 2B: Design Recommendations Memorandum. Consultant shall prepare a memorandum detailing the design recommendations and providing an opinion of probable cost of the project and an economic analysis of various alternatives rejected.

Task 2C: Review and Comment. Based upon Commission review and comment, Consultant shall revise the Design Recommendations Memorandum as mutually agreed upon.

Task 2D: Status Reports and Meetings. Consultant shall provide monthly project status reports to Owner and attend monthly status meetings.

3. Implementation Plan Development Phase.

After written authorization to proceed:

Task 3A: Develop Implementation Plan. Develop for review and approval by Owner a detailed implementation plan that describes how the recommended document management system will be developed, implemented, organized, supported, and maintained and that shall:

- (1) Define necessary tasks and procedures, in a logical sequence, to be taken to implement the proposed design.
- (2) Describe the parties responsible for each step, define a schedule of task start and end dates, and define any other relevant design considerations.
- (3) Include, without limitation, consideration of:
  - a. Metadata documentation;
  - b. Quality assurance;
  - c. Ongoing maintenance;
  - d. Hardware, software, data installations, and configurations;
  - e. Training of staff;
  - f. How technical support will be delivered; and
  - g. Refinement of costs, scheduling, and staffing initially determined in the Design Recommendations Memorandum.

Task 3B: Finalize Implementation Plan. Based upon Owner's review and comment, Consultant shall revise the plan as mutually agreed upon.

Task 3C: Status Reports and Meetings. Consultant shall provide monthly project status reports to Owner and attend monthly status meetings.

4. Implementation Phase.

After written authorization to proceed:

Task 4A: Prepare Request For Proposals (RFP) and Contract Documents. Consultant shall prepare RFPs and Contract Documents for hiring vendors for implementation work and participating in the selection of implementation vendors.

Task 4B: Coordinate Activities and Work of Implementation. Consultant shall coordinate activities and work of implementation vendors with Owner staff.

Task 4C: Status Reports and Meetings. Consultant shall provide monthly project status reports to Owner and attend monthly status meetings.

## ATTACHMENT B-1

### **DOCUMENT MANAGEMENT SYSTEM REQUIREMENTS**

This attachment is intended to provide Consultant with information relative to features, functions, and operating requirements Owner feels are important to the document management solution as of the Commencement Date. The following sections identify key factors for consideration during the Design Phase of Services but should not be construed as a comprehensive or complete outline of specifications.

#### **1. General**

Basic Document Management System functionality to permit rapid, easy to use and searchable access to existing electronic documents in their native file formats, versioning of active documents and the document repository user interface designed to simulate Owner's existing directory and file structure.

The system should be able to electronically store and retrieve Owner's files.

The system should operate across standard industry switches, router, hubs and other relevant devices.

Owner requires a non-proprietary file format for document and index storage.

The system should support the use of a service bureau for the imaging and indexing of large jobs and the importation of the outsourced documents into the system.

#### **2. Security**

The storage medium should be tamper-proof so that documents reproduced from the Document Management System are accurate and complete.

The system should include security features to control use of various system functions and provide multiple administrator assigned privilege levels.

Confidentiality of Documents - the document management solution should provide multiple levels of security and confidentiality to meet specialized and unique needs of various operating departments.

#### **3. Workstation Requirements**

The Document Management System should operate on workstations in a multi-session window environment.

#### 4. Capture Environment

Users or administrators should be able to configure the Document Management System to support major brands of scanners.

Software should be configurable to scan single- or multiple-page documents into the system generated batches.

Scanning software should support in-process viewing, enabling scanner operators to check the scanned quality of individual pages or page intervals during scanning.

The system should be able to create new batches or append to existing batches.

Scanner operators should be able to adjust scanner parameters (e.g., resolution, dither, page size, orientation, brightness, flatbed/ADF, etc.) for each scan session via the system's software.

Scanner operators should be able to create, modify, and save specific scanner parameters in document profiles, for future dynamic selection as document type/quality dictates.

Scanning software should be optimized to achieve manufacturer rated speeds for document throughput.

Through software, operators should be able to interrupt a batch scan job in process and either save or abort the partially scanned batch.

Scanning software and hardware should support a variety of paper sizes (from 3" x 5" to 8 1/2" x 14" and large format "D" and "E" size plans), weights (from onionskin to card stock), and orientations (portrait, landscape, simplex, duplex).

Scanning software should support duplex scanning on simplex scanners including the correct collation of pages on lower-end scanners where duplex scanning is not available.

The system software should support automatic routing of document batches from Scan, to Indexing, to Quality Control on another network computer; and each function must be capable of being granted permissions to complement or equal each other.

The system should provide filters for de-skew, de-speckle, border cropping, character smoothing, etc., to enhance readability of images and reduce the number of re-scans.

Scanning software should be able to scan both line art, gray scale images, and color images. Scanners should be able to handle documents with watermarks.

The system should be tightly integrated with Microsoft Office.

The scanning software should support the automatic importation of images located in specific folders.

## **5. Quality Control (QC)**

The Document Management System should support a quality control function where operators can perform quality control reviews and correction of scanned images and indexes to assure image quality and database integrity.

Users should be able to configure the quality control function to review all or only part of the pages in a batch.

Operators should be able to delete, replace, insert, or append document pages in a batch.

## **6. Indexing**

The Document Management System should support indexing to be conducted separately from scanning and allow indexes that apply to multiple documents to be associated with those multiple documents without repetitive keying.

System software should support user-entered or bar-coded indexing of scanned documents based on bar-coded document separators.

The system should support zone OCR in combination with the creation of document templates to automate indexing.

The system software must be able to use zone OCR to extract data for indexing from forms containing multiple horizontal and vertical lines with a high degree of accuracy.

As part of the indexing and quality control functions, the system should allow users to assign documents to user-defined document types, to optimize document organization for future retrieval.

The system should support the drag-and-drop movement of scanned and electronic documents between different virtual containers in database.

Users should be able to create, rename, or delete document containers.

The system should have the capability to capture various documents with different index fields to be set up by the administrator(s); to manage and manipulate them in a structured, organized hierarchy; and provide a permanent storage.

## **7. Storage**

The Document Management System must support the existence of multiple databases with separate security settings.

The system should be able to add, modify, or delete storage media volumes, and to write quality-checked images out to CD and/or DVD.

Based on assigned privileges users should be able to migrate documents between storage media types.

The system should be able to back up the database (images and indexes) to tape on a scheduled basis.

The user should be able to designate specific volume(s) to which all newly scanned images are written.

The user should be able to direct output images, indexes, and reports to any printer on Owner's network.

The system should support the creation of an unlimited number of portable volumes on CD and/or DVD that contain viewers.

## **8. Retrieval and Viewing**

Retrieval should be possible from all Commission facilities that are interconnected by a data communications network. The Document Management System should provide a choice of retrieval methods such as full OCR searches using any combination of Boolean-expression, "fuzzy logic", proximity and wild card and index fields.

Users should be able to search the database, returning a selectable hit list when multiple documents satisfy the search criteria. The hit list should show the hit in the line of context. Users should then be able to select a specific record for simultaneous viewing of the index and the image(s). The user should also have the ability to toggle highlighting of the search term.

Users should be capable of viewing multiple document formats; including, at a minimum, TIFF Group IV, PDF, JPEG, BMP, GIF, PCX, oversized drawings, and any other electronic document for which an associated application is accessible on Owner network.

Based on administrator-assigned privileges, users should be able to create, modify, and view image annotations; including, at a minimum, lines, boxes, ellipses, highlights, text, and affixed notes.

Users should be able to select, re-size, re-color, and delete image annotations.

The system should support single- and dual-page viewing so that a multi-page document can be viewed in left page/right page, book-like fashion.

The system should support toolbars, and have the ability to toggle toolbars on or off, to allow users to customize the amount of on-screen viewing space and the look and feel of the viewer application.

When viewing a scanned image, a user should be able to enlarge (i.e., zoom in) either an entire page or a specific portion of a page.

While zoomed in on an image, users should be able to pan the image on the screen via single-click, mouse-drag manipulations.

Users should be able to change the stored orientation (portrait, landscape, rotated left, rotated right) of a single image, a series of tagged pages, a page range, or an entire document by rotating and saving the orientation.

Users should be able to modify an index record.

## 9. Output

The Document Management System should allow images to be printed on any suitably configured printer attached to the network.

The system should be able to send images, labels, and reports to any suitable network printer.

The system should be able to reduce and rotate the image to fit onto a page.

Users should be able to customize document print jobs, to include:

- (1) selection of single page, tagged pages, page range, or all pages;
- (2) output of a user-entered page footer; and, finally,
- (3) with or without annotations and footers.

Users should be able to print a document without having to view it.

Scanned documents should be stored in TIFF Group IV, but users should be able to export documents to other formats (e.g., BMP, GIF, JPEG, and PDF).

The system should be able to track statistics relative to number of pages printed, to whom sent, and addresses along with the document history.

While viewing a particular document's index, a user should be able to determine the date of the last update of the scanned image.

Users with the proper permissions should have the ability to e-mail a document.

## 10. Administration

The Document Management System should be able to add, modify, and delete user profiles and passwords, to control access to the application.

System users should be able to add, modify, and delete user groups so that users can be assigned to different function groups or organizations (scanning, viewing, indexing, modifying, etc.) from a list of available users.

System users should be able to add, modify, and delete departments for the purpose of cross-sectional assignment of user groups from a list of available users to organizational teams.

Administrator(s) should be able to assign user rights for virtually every function in the system (i.e., scanning, storing, viewing, printing, quality control, indexing, annotating, modifying records, generating reports, viewing restricted documents, locking specific predefined types of documents, administrative functions, etc.).

The system should provide for document security at the folder or group level and document type level whereby a user or group of users can be restricted from seeing or viewing certain document types.

The system should provide statistical reports on how many documents are printed per day, to whom sent, and to what addresses.

The system should provide on-screen status indicators, such as current document title, page number, version, etc.

Users should be able to edit configuration files and alter the look and feel of individual desktops (e.g., open specific containers when an application is executed; view/hide toolbars, view/hide restricted menu options, append to Search).

Results lists for complex searches, automatic window-re-sizing, automatic viewing of indexes and/or images during retrieval, set the maximum number of printable pages, set maximum password length and number of valid days, provide selectable access to multiple image format viewers).

System administrators should be able to limit the number of logins a given user may execute, and they should be able to temporarily "turn off" a user's account for security reasons.

## 11. Backup and Recovery

The Document Management System should provide automated document recovery and for backup and recovery of all files, indexes, and images.



The system should support the retrieval of the image and information data by external applications for purposes of archival.

**12. Industry Standards**

The software and hardware components of the system should conform to all applicable industry standards and be non-proprietary.

DoD 5015.2 certified document management software should be used for electronic records management.

The document management system should comport to requirements for the legal acceptance of records as outlined in ANSI/AIIM TR31-2004 and for digital imaging in accordance with the Illinois Local Records Act.

**13. General Scalability Requirements**

Server configuration should be scalable in terms of CPU, RAM, magnetic storage capacity, and optical disk capacity.

The Document Management System should be expandable and scalable to accommodate additional users and applications without significant changes to the initial software and applications. The system should be built upon industry standard components and software to maintain an open architecture.

ATTACHMENT C  
**SUBMITTAL SCHEDULE**

Submittal:

Study Report

Implementation Plan

Implementation RFP

Due Date:

May 31, 2009

October 31, 2009

December 31, 2009

## ATTACHMENT D

### **SPECIAL PROJECT REQUIREMENTS**

1. Key Project Personnel:

Name:	Telephone:
Jeff Molitor	(630) 530-0110
Paul Hennessy	(630) 530-0110
Randall Wagoner	(630) 530-0110
Brian Hennessy	(630) 530-0110

2. Security:

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform the Services, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. Background Investigations. Consultant personnel, including subcontractor personnel, that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
- b. Education History
- c. Military Service
- d. Character and Reputation References
- e. Verification of Identity
- f. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform the Services, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.


- C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.
- D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.
- E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising there from.

3. Facility Locations and Testing Results and Analysis:

Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

DATE: February 6, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM USA, Inc. at the February 12, 2009, DuPage Water Commission Meeting  Resolution No. R-4-09	<b>APPROVAL</b> 	
Account No.: Task Order No. 26 – 01-60-7110 Task Order No. 27 – As Assigned			
<p>The Commission entered into a Master Contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (CTE), dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-4-09 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 26: Hydraulic Analysis for a Future City of Naperville 9th Connection Point</b></p> <p>Under Task Order No. 26, CTE will use the calibrated computerized hydraulic model of the Commission's Waterworks System to assess the impact the proposed ninth connection of the City of Naperville's water works system to the Commission's Waterworks System will have on the Commission's system and surrounding customer connections. Cost of this Task Order is not-to-exceed \$5,000.00.</p> <p><b>Task Order No. 27: Indeterminate Engineering Assistance</b></p> <p>Under Task Order No. 26, CTE will provide indeterminate engineering assistance for projects requiring expedited engineering services, for initial engineering evaluations in connection with unanticipated projects, and for projects requiring minimal engineering assistance, all as may be assigned from time to time by the General Manager and confirmed by an authorized officer of CTE at a cost not-to-exceed \$5,000.00 per assignment.</p>			
<b>MOTION:</b> To approve Resolution No. R-4-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-4-09

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN TASK ORDERS UNDER A MASTER CONTRACT  
WITH AECOM USA, INC. AT THE FEBRUARY 12, 2009,  
DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (the "Consultant"), dated May 14, 2004, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1



## TASK ORDER NO. 26

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project Title:**

Hydraulic Analysis for a Future City of Naperville 9th Connection Point

2. **Description and Scope of the Project:**

Hydraulic modeling under various scenarios to assess the impact the proposed ninth connection of the City of Naperville's water works system to Owner's Waterworks System will have on Owner's system and its surrounding customer connections.

3. **Services of Consultant:**

A. Basic Services:

1. Utilize the calibrated computerized hydraulic model of the DuPage Water Commission Waterworks System to analyze and evaluate the system model impact of additional demand from Naperville's Southeast Water Works at the proposed 9th connection point. Scenarios should be modeled for the average and maximum days in 2010 and 2020, as well as the 2020 peak hour based on Naperville's IDNR Allocation and the demand scenarios provided within the City of Naperville's East Side Hydraulic Modeling Study Final Report dated July 19, 2007.
2. Prepare, for review and approval by Owner, a written letter report summarizing findings.

B. Additional Services:

None

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

None

4. **Commencement Date:**

February 13, 2009

5. **Completion Date:**

45 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:**

None

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 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 \$5,000 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 actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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 February 13, 2009.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Robert L. Martin  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick  
Title: Facilities Construction Supervisor  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: bostick@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

AECOM USA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard  
Title: Vice President  
Address: 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601  
E-mail Address: mike.winegard@aecom.com  
Phone: (312) 373-6631  
Fax: (312)373-6868

## TASK ORDER NO. 27

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Indeterminate Engineering Assistance

2. **Services of Consultant:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

4. **Commencement Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

5. **Completion Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

6. **Submittal Schedule:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

7. **Key Project Personnel:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing, but not to exceed \$5,000.00 per assignment 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:

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

10. **Modifications to Contract:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

11. **Attachments:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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 February 13, 2009.

DUPAGE WATER COMMISSION

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

Robert L. Martin  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick  
Title: Facilities Construction Supervisor  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: bostick@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

AECOM USA, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601

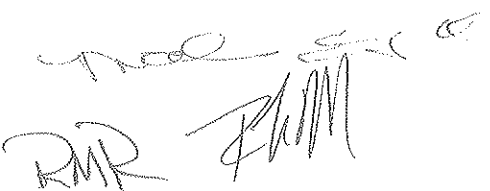
E-mail Address: mike.winegard@aecom.com

Phone: (312) 373-6631

Fax: (312)373-6868

DATE: February 5, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the February 12, 2009, DuPage Water Commission Meeting  Resolution No. R-5-09	<b>APPROVAL</b>	
Account No.: 01-60-6632			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-5-09 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 13: Cathodic Protection Design for the Outer Belt Transmission Main.</b></p> <p>Task Order No. 13 would authorize the Consultant to perform a preliminary review of Outer Belt Transmission Main data such as leak history, construction data and operating information, perform field testing necessary to design cathodic protection system for certain portions of the main, prepare a design report which shall include test results, data analysis, written description of proposed cathodic protection system, bill of materials and cost estimate for construction phase, prepare, for review in person with Owner technical specifications and preliminary design drawings showing the proposed groundbed locations, installation details and typical drawings, and, after review and comment by the Owner, furnish five copies of the final design reports, prepare final plans and technical specifications, provide assistance to Owner in obtaining permits, prepare bidding and construction contract documents, and provide bidding services for the Cathodic Protection Design for the Outer Belt Transmission Main.</p> <p>The not to exceed cost for this Task Order is \$178,000.00.</p>			
<b>MOTION:</b> To approve Resolution No. R-5-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-5-09

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDERS UNDER A MASTER CONTRACT  
WITH EN ENGINEERING, LLC AT THE  
FEBRUARY 12, 2009, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with EN Engineering, LLC (the "Consultant") dated December 12, 2006, 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 Consultant, that the circumstances said to necessitate the Task Orders were not



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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

## TASK ORDER NO. 13

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1     **Project:**

Cathodic Protection Design for the Outerbelt Transmission Main.

2.    **Services of Consultant:**

A.    Basic Services:

1.    Perform preliminary review of construction data and operating information such as leak history. Make recommendations on which line segments to cathodically protect. Consultant and Owner will mutually agree on portions of line to cathodically protect (i.e. steel only etc.).
2.    Perform field testing necessary to design cathodic protection system for the steel portions of each line. Testing may include, but is not limited to current requirement testing, soil resistivity testing and continuity testing.
3.    Identify groundbed locations for each line.
4.    Provide preliminary design report including test results, data analysis, written description of proposed cathodic protection system, bill of materials and cost estimate for construction phase.
5.    Provide design drawings including groundbed locations, installation details and typical drawings.
6.    Prepare, for review in person and approval by Owner, five copies of a preliminary design report.
7.    As necessary, make modifications to preliminary design reports and design drawings based upon feedback from Owner.
8.    As requested by Owner, provide assistance to Owner to obtain permits and to prepare other bidding and construction contract documents and bid evaluation/recommendation.
9.    Provide appropriate Technical Specifications for Owner to include in bid documents.
10.   Furnish five copies of the final design reports and design drawings. Review them in person with Owner.

B. Additional Services:

None

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

None

4. **Commencement Date:**

February 13, 2009

5. **Completion Date:**

365 days 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:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Rogelio delasCasas	630.353.4087
Kristi Roe	630.353.4024

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 \$178,000.00 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 February 13, 2009.

DU PAGE WATER COMMISSION

By: \_\_\_\_\_  
Robert L. Martin  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: \_\_\_\_\_  
Joseph J. Posewick, P.E.  
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

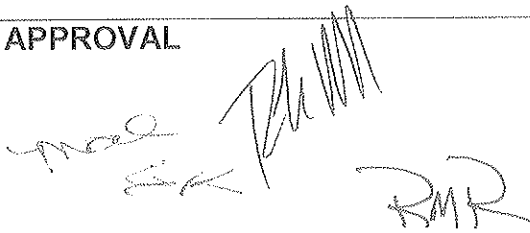
E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: February 6, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Approving a First Amendment to Task Order No. 6 Under the Master Contract with EN Engineering, LLC  Resolution No. R-6-09	<b>APPROVAL</b>	
Account No.: 01-60-6632			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-31-07, the Commission approved Task Order No. 6 to the Master Contract authorizing the Consultant, at a not to exceed cost of \$100,000.00, to provide design and bidding services in connection with a project to mitigate corrosion activity on the South Transmission Main.</p> <p>Project plans submitted for staff review in October of 2008 called for the installation of three galvanic anode groundbeds, located at three separate and discreet sites, and constructed within the boundaries of five separate and discreet properties. On October 17, 2008, via registered mail, the five property owners were notified of the Commission's interest in obtaining an easement. Of the five property owners, two have yet to respond to the Commission's requests; two have indicated a reluctance to cooperate; and the fifth property owner indicated that it needed its lender's approval before commencing negotiations.</p> <p>The Commission may opt to exercise its condemnation authority as a means of compelling property owners to enter into easement agreements with the Commission. However, it is more than likely that the costs of condemning as many as five separate properties, in terms of both time and money, would outweigh the technical benefits provided for under the original design.</p> <p>Approval of the First Amendment to Task Order No. 6 would enable EN to redesign the proposed galvanic anode groundbeds for installation within public rights of way by increasing the not-to-exceed limit on the cost of the work from \$100,000.00 to \$123,000.00 and extending the completion date to June 10, 2009.</p>			
<b>MOTION:</b> To approve Resolution No. R-6-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-6-09

A RESOLUTION APPROVING  
A FIRST AMENDMENT TO TASK ORDER NO. 6  
UNDER THE MASTER CONTRACT WITH EN ENGINEERING, LLC

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with EN Engineering, LLC (the "Consultant") dated December 12, 2006, 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 in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, pursuant to Resolution No. R-31-07, the Commission approved Task Order No. 6 to the Master Contract for design and bidding services for a project to mitigate the potential of corrosion activity on the South Transmission Main; and

WHEREAS, the Commission and the Consultant desire to amend Task Order No. 6 to the Master Contract to extend the completion date for the services to be provided and increase the not-to-exceed limit on the cost of the work in order to accommodate a re-design of the project, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the



Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 6 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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 First Amendment to Task Order No. 6 attached hereto as Exhibit 1 shall be and hereby is approved.

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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

**FIRST AMENDMENT TO  
TASK ORDER NO. 6**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree to amend Task Order No. 6 to the Contract for the Cathodic Protection Design for the South Transmission Main project ("Task Order No. 6") as follows:

**1. Completion Date:**

Section 5, entitled "Completion Date," of Task Order No. 6 shall be, and it hereby is, amended in its entirety so that said Section 5 shall hereafter be and read as follows:

**"5. Completion Date:**

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

**2. Contract Price:**

Section 8, entitled "Contract Price," of Task Order No. 6 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

**"8. Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 \$123,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

In all other respects, Task Order No. 6 to the Contract shall remain in full force and effect, and Task Order No. 6 to the Contract shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

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

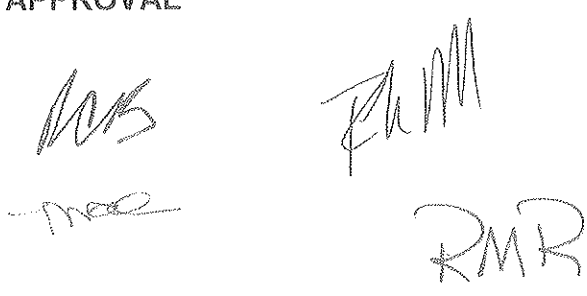
Robert L. Martin, P.E.  
General Manager

EN ENGINEERING, LLC

By: \_\_\_\_\_  
Joe Posewick, P.E.  
President

DATE: February 6, 2008

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract Change Orders at the February 12, 2009, DuPage Water Commission Meeting  Resolution No. R-7-09	<b>APPROVAL</b>  	
Account Numbers: 01-60-7213.01			
Resolution No. R-7-09 would approve the following Change Orders:			
<p><b>Change Order No. 1 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station).</b> After the Contract was signed, and during the final stages of the permit review process, the City of Elmhurst determined that the insulated metal panels used for the exterior of the vehicle garage as designed did not meet local building code amendments. As a result, the metal wall panels require replacement with standard masonry construction. The Contractor provided a cost proposal which was within the cost range estimated by the Engineer.</p> <p>Approval of this Change Order would increase the Contract Price by \$78,175.00 but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p> <p>The Completion Date would remain as November 25, 2010.</p>			
<b>MOTION:</b> To approve Resolution No. R-7-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-7-09

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
FEBRUARY 12, 2009, DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board\Resolutions\R-7-09.doc

Exhibit 1

Resolution No. R-7-09

1. Change Order No. 1 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) for a \$78,175.00 net increase in the Contract Price.

DuPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Electric Generation Facility and  
Office/Garage Expansion for the  
DuPage Pumping Station

CHANGE ORDER NO. 1

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: Feb. 6, 2009

I. A. DESCRIPTION OF CHANGES INVOLVED:

Replace insulated metal wall panels with standard masonry construction.

B. REASON FOR CHANGE:

During the permit review process, the City of Elmhurst determined that the insulated metal panel as designed for the vehicle garage did not meet local building code amendments. Local building code amendments require the insulated metal panels be replaced with standard masonry construction.

C. REVISION IN CONTRACT PRICE:

Negotiated net increase of \$78,175.00.



II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 days, keeping the final Completion Date November 25, 2010.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

- |    |  |                         |
|----|--|-------------------------|
| 1. | Original Contract Price  | \$ <u>16,970,000.00</u> |
| 2. | Net (addition) (reduction) due<br>to all previous Change Orders<br>Nos. <u>0</u> to <u>0</u> | \$ <u>0.00</u>          |
| 3. | Contract Price, not including<br>this Change Order   | \$ <u>16,970,000.00</u> |
| 4. | (Addition) ( <del>Reduction</del> ) to Contract<br>Price due to this Change Order            | \$ <u>78,175.00</u>     |
| 5. | Contract Price including this<br>Change Order  | \$ <u>17,048,175.00</u> |

## RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Camp Dresser McKee, Inc.

By: [Signature] (2/5/09)  
 Signature of Authorized Representative Date

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

CONTRACTOR: Williams Brothers Construction, Inc.

By: [Signature] (2/5/09)  
 Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:


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



# DuPage Water Commission

## MEMORANDUM

TO: Chairman and Commissioners

FROM: Robert Martin, General Manager 

DATE: February 6, 2009

SUBJECT: Future Reservoir Site / Cadwell Avenue Fence

On January 8, 2009 the Commission directed staff to prepare a proposal to relocate and modify the recently installed Cadwell Avenue fencing and present it to the Cadwell Avenue residents for consensus.

On January 15, the attached letter and pictorial description of the proposed work was mailed to the twenty-five (25) homes which are adjacent to Commission property on Cadwell Avenue. The letter invited all residents to meet with DWC Staff on Saturday January 24th at 9:00 AM. A total of four residents, representing three properties attended the meeting. Both Facilities Construction Supervisor Bostick and I were in attendance at this meeting.

The meeting was an informal discussion with the residents as to the need for the fencing and we also discussed the proposal as provided to them for the suggested fencing modifications. I also informed the residents in attendance that while we're proposing to modify the fence; should the Department of Homeland Security elevate the threat level from its present status; the barbed wire may be replaced to add security for the water supply.

The meeting ended at approximately 9:20 AM without registration of objection to the fencing modifications as proposed.

Upon assent of the Commission, Staff would like to proceed with requests for proposals by contract to perform the modifications to the fence line as outlined in the pictorial and plan as attached. The estimate for the proposed work is \$48,100.

Thank you for your consideration in this matter.

Atts: Letter to Cadwell Residents  
Pictorial of Proposed Fence  
Engineering Plan as prepared by AECOM



# DuPage Water Commission

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

January 15, 2009

Dear Cadwell Avenue Resident:

The Board of Commissioners at its January 8, 2009 meeting discussed the issue of the security fence on its property.

Commission staff is proposing the following work:

1. There will be no barbed wire fence topping installed.
2. The fence line from Congress Street south to Harrison Street will be re-aligned to meet the fence line between Harrison Street and Lexington Street (as depicted in RED on the attached aerial view). The fence will be brown fabric in color and the new fence posts will be galvanized.
3. The fence line from north of Congress Street and between Harrison Street and Lexington Street (as depicted in BLACK on the attached aerial view). The fence will be brown fabric in color and the fence posts will remain galvanized.
4. Other fencing alternatives would be discussed after completion of the construction projects at the DuPage Pumping Station.

The Board asked staff to meet with the residents regarding the proposed modifications. Commission staff will be at the DuPage Pumping Station on Saturday, January 24, 2009 at 9:00 AM for any resident that wishes to discuss the proposed modifications.

If you have any questions, please do not hesitate to call the undersigned at 630-834-0100.

Sincerely,

R. Christopher Bostick  
Facilities Construction Supervisor

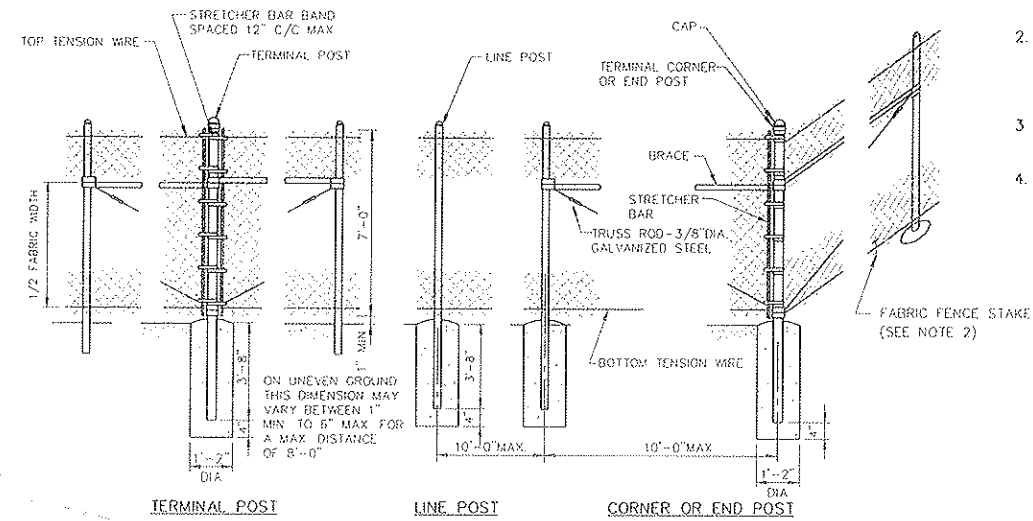




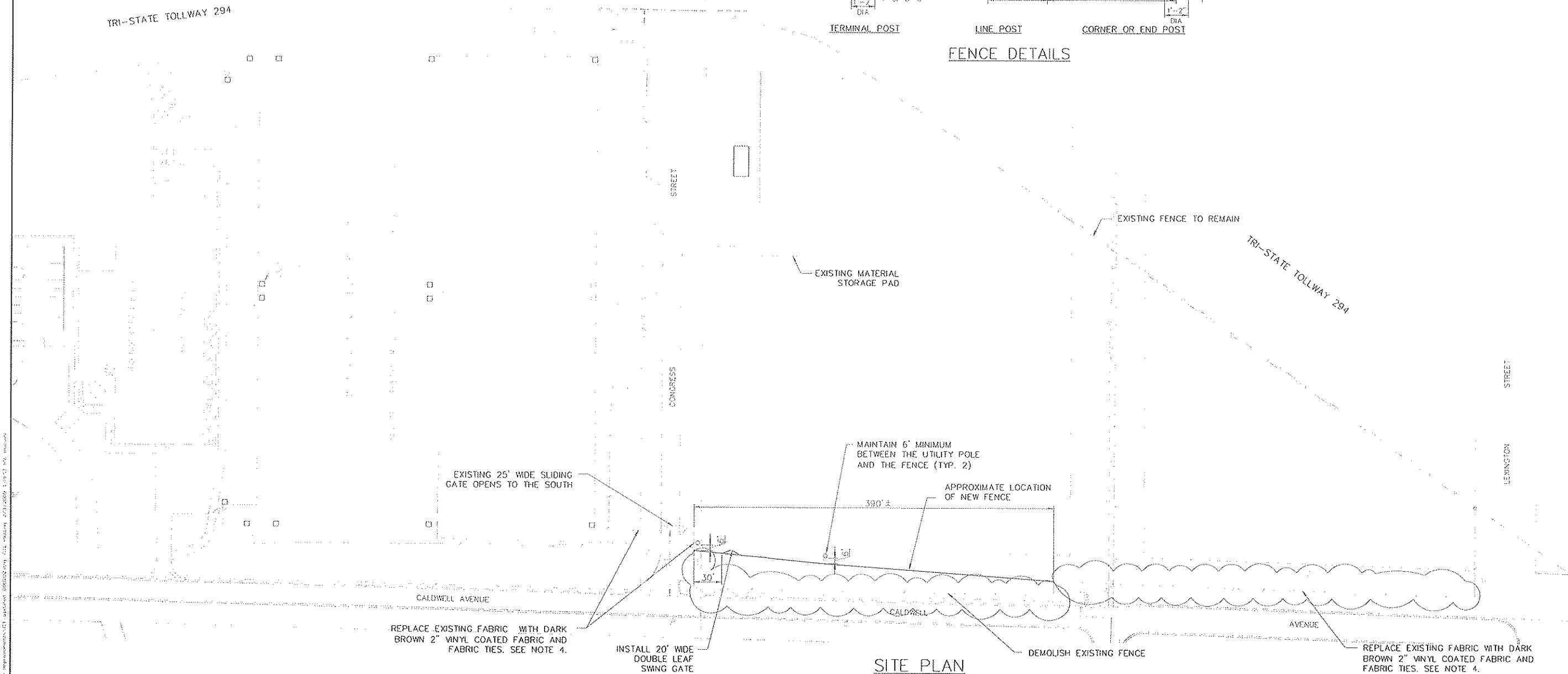


## NOTES:

1. INSTALL FENCE STAKES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. SUBMIT CERTIFICATION SIGNED AND SEALED BY ILLINOIS LICENSED PROFESSIONAL ENGINEER THAT GATE AND FOUNDATION COMPLIES WITH GOVERNING BILLING CODE.
3. REMOVE BRUSH/TREES AS NECESSARY TO MAINTAIN FENCE LINE.
4. REMOVE EXISTING BARBED WIRE. REMOVE EXISTING Y-SHAPED BRACKET AND INSTALL POST CAP. (TYP.)

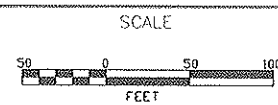


FENCE DETAILS



SITE PLAN

NO.	DATE	DESCRIPTION	BY/CHKD
REVISIONS			
DESIGNED	JKM		
DRAWN	ALS		
CHECKED	MHW		
DATE	FEB. 2009		



DUPAGE WATER COMMISSION  
GRANULAR MATERIAL STORAGE  
AND VEHICLE STORAGE BUILDINGS

CTE AECOM

CTE  
305 East Wacker Drive, Suite 600, Chicago, Illinois 60601-5276  
T 312.938.0300 F 312.938.1109 www.cte-aecom.com


PLAN, DETAILS AND NOTES

SHEET C1  
OF 1 SHEETS  
CTE PROJECT NO. 40675



## DuPage Water Commission MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: February 5, 2009

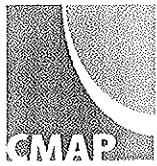
SUBJECT: Water Conservation & Protection Program  
Northeastern Illinois Regional Water

The DuPage Water Commission Water Conservation and Protection Program (WCAPP) was developed during the second half of 2008 with input from Commission staff, working group and consultant (MWH). The working group members selected include utility, governmental and environmental representatives. A copy of the 2008 report is attached for your review and a presentation will be made at the February 12, 2009 meeting under New Business.

As you are aware Chairman Rathje and I represent DuPage County and municipalities on the Northeastern Illinois Regional Water Supply Planning Group (RWSPG). As an update on the RWSPG, I am providing facts about the status of our efforts.

Chairman Rathje and I will be providing an update to the DuPage County Board and the DuPage Mayors and Managers Conference on both the Commission's Water Conservation & Protection Program and the Regional Water Supply Planning Group.





February 2009

Northeastern Illinois Regional Water Supply Planning Facts

- 1) Population in the 11-county northeastern Illinois region could grow as much as 38% by 2050 while at the same time, water demand could increase as much as 64%. Adding over 3 million new people to our region will create a major challenge to balancing water supplies with increased demand. Planning and proactive water management, therefore, are critical to maintaining sustainable regional prosperity.
- 2) Illinois' access to Lake Michigan water is constrained by US Supreme Court Consent Decree. While allocations are in line with projected demand to 2030, balancing supply with demand to 2050 is much less certain without new emphasis on conservation and efficiency.
- 3) Modeling suggests that portions of the regional deep-bedrock aquifer are being dewatered. Scientific studies suggest that without a reduction in withdrawals, or a shift in withdrawals away from the affected areas, the integrity of this important water source will be compromised by 2050.
- 4) The regional shallow-aquifer system is showing a trend of increasing contamination due to chlorides. Application of wintertime road salts is believed to be largely responsible for this trend. In order to slow down or reverse this trend, new management techniques for deicing roads must be considered or alternatives developed.
- 5) An analysis of the economic value of regional water supply planning elsewhere in the country shows:
  - a. Investment in water supply planning consistently generates net benefits across geographically diverse areas and planning periods;
  - b. On average, benefits of water supply planning and associated programmatic recommendations were twice the costs.
  - c. Median household annual net benefit is about \$10 in several major US cities, while median net savings per million gallons of water is \$1.76
  - d. Results indicate that water supply planning in Illinois could likewise generate positive net benefit for the region IF the state maintains its commitment to planning for this resource.
- 6) New federal support for local water resource projects may be conditional on active state and regional water supply planning initiatives. The State of Illinois



must demonstrate its commitment, therefore, to ongoing planning and management of water supply resources.

- 7) Implementation of water conservation and efficiency measures will save millions of gallons of water per day – an important new source of water, but this will not happen without active state and regional intervention.
- 8) Active state and regional support for new greywater and wastewater reuse applications will create crucial new water supplies and help to protect regional surface water quality.
- 9) Climate change will likely add new pressure to growing demand and constrained water supplies.
- 10) Investments in conservation and efficiency measures are often less expensive than expanding system capacity (i.e. new infrastructure), but this will not happen without active state and regional technical assistance.
- 11) Terms of the new Great Lakes Compact require Illinois to comply with new water conservation and efficiency provisions that regional planning is positioned to adopt and implement equitably if state funding and a regional commitment is maintained.

PACKET: 01164 HOLD FOR BOARD APPROVAL

VENDOR SET: 01 DUPAGE WATER COMMISSION

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

## Accounts Payable

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01 1101		HOLLAND & KNIGHT LLP				
=====						
1-200901271981		LEGAL SERVICES: DEC. 2008	636.00			
1/27/2009	IL	DUE: 1/15/2009 DISC: 1/15/2009		1099: N		
		LEGAL SERVICES: DEC. 2008		01 60-6251	LEGAL SERVICES- GENERAL	636.00
=====						
		VENDOR TOTALS	636.00			
=====						
01 1141		RIDGEWOOD ENGINEERING, INC.				
=====						
1-QRE3-004C		POLARIZATION CELL REPLACEMENT	28,817.59			
2/12/2009	IL	DUE: 12/10/2008 DISC: 12/10/2008		1099: N		
		POLARIZATION CELL REPLACEMENT		01 60-6633	REMOTE FACILITIES MAINTN	28,817.59
=====						
		VENDOR TOTALS	28,817.59			
=====						
01 1137		ROSSI CONTRACTORS, INC.				
=====						
1 QRS 005A		WATERMAIN REPAIR - MS 23B	30,851.50			
2/12/2009	IL	DUE: 1/09/2009 DISC: 1/09/2009		1099: N		
		WATERMAIN REPAIR MS 23B		01 60-6631	PIPELINE REPAIRS	30,851.50
=====						
1 QRS 005A		INSTALL 24" VALVE - TS # 4W	9,625.61			
2/12/2009	IL	DUE: 1/09/2009 DISC: 1/09/2009		1099: N		
		INSTALL 24" VALVE - TS # 4W		01 60-6633	REMOTE FACILITIES MAINTN	9,625.61
=====						
1 QPS-007A		WATERMAIN LEAK - DOWNERS GROV	27,235.35			
2/12/2009	IL	DUE: 1/09/2009 DISC: 1/09/2009		1099: N		
		WATERMAIN LEAK - DOWNERS GROVE		01 60-6631	PIPELINE REPAIRS	27,235.35
=====						
		VENDOR TOTALS	67,712.46			
=====						
		PACKET TOTALS	97,166.05			

PACKET: 01184 HOLD FOR BOARD APPROVAL  
VENDOR SET: 01 DUPAGE WATER COMMISSION  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

\*\*\* T O T A L S \*\*\*

INVOICE TOTALS 97,166.05  
DEBIT MEMO TOTALS 0.00  
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 97,166.05

\*\*\* G/L ACCOUNT TOTALS \*\*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2008-2009	01 60-6251	LEGAL SERVICES - GENERAL	636.00	90,000	67,986.61		
		01 60-6631	PIPELINE REPAIRS	58,086.85	920,000	750,983.91		
		01 60-6633	REMOTE FACILITIES MAINTN	38,443.20	390,000	282,859.57		
			*** 2008-2009 YEAR TOTALS	97,166.05				

PACKET: 01184 HOLD FOR BOARD APPROVAL

VENDOR SET: 01 DUPAGE WATER COMMISSION

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
<hr/>		
01	1/2009	636.00
01	2/2009	96,530.05

NO ERRORS

NO WARNINGS

\*\* END OF REPORT

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

## Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1459	ALPHA BUILDING MAINTENANCE SER							
I-9336 DWC	JANITORIAL SERVICE: 01/09	R	1/16/2009	1,584.00		004879		
I-9413 DWC	JANITORIAL SUPPLIES	R	1/16/2009	88.80		004879		1,672.80
	*** VENDOR TOTALS ***					1 CHECKS		1,672.80
1306	AMWA							
I-200901271974	YEARLY MEMBERSHIP - AMWA	R	1/30/2009	7,594.16		004931		7,594.16
	*** VENDOR TOTALS ***					1 CHECKS		7,594.16
1516	ARAMARK REFRESHMENT SERVICES							
I-521141	COFFEE & SUPPLIES	R	1/30/2009	143.25		004932		143.25
	*** VENDOR TOTALS ***					1 CHECKS		143.25
1397	AT&T							
I-200901151954	TANK SITE # 1: 01/04-02/03/09	R	1/16/2009	21.53		004680		21.53
	*** VENDOR TOTALS ***					1 CHECKS		21.53
1138	AT&T							
I-200901291983	DPSS LONG DIST. SERV.: 12/08	R	1/30/2009	34.48		004933		34.48
	*** VENDOR TOTALS ***					1 CHECKS		34.48
1397	AT&T							
I-200901291982	DPSS PHONE SERV.: 01/16-02/15	R	1/30/2009	770.61		004934		770.61
	*** VENDOR TOTALS ***					1 CHECKS		770.61
1393	AT&T LONG DISTANCE							
I-200901161964	DPSS LONG DIST. SERV.: 12/08	R	1/16/2009	79.97		004881		79.97
	*** VENDOR TOTALS ***					1 CHECKS		79.97
1015	AUTOZONE, INC.							
I-2568637981	VEHICLE MAINTENANCE	R	1/30/2009	7.98		004935		7.98
	*** VENDOR TOTALS ***					1 CHECKS		7.98
1461	BUSINESS CARD							
I-200901271975	VEHICLE MAINTENANCE	R	1/30/2009	23.56		004936		
I-200901271976	OFFICE SUPPLIES, PUBLICATIONS	R	1/30/2009	1,141.12		004936		
I-200901271977	ADMIN, GAS, PARKING, P-PASS	R	1/30/2009	5,608.35		004936		6,773.03
	*** VENDOR TOTALS ***					1 CHECKS		6,773.03
1049	CAMP DRESSER & MCKEE INC.							
I-80305786/1	ELECTRICAL GENERATION	R	1/30/2009	52,775.60		004937		52,775.60
	*** VENDOR TOTALS ***					1 CHECKS		52,775.60

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1503	REYNALDO CARDENAS							
I-200901161958	GASOLINE	V	1/16/2009	32.07		004882		32.07
1503	REYNALDO CARDENAS							
M-CHECK	VOID CHECK	V	1/16/2009			004882		32.07CR
1332	CASSIDY TIRE & SERVICE							
I-6616185	VEHICLE MAINTENANCE: M-79697	R	1/30/2009	324.99		004938		324.99
	*** VENDOR TOTALS ***					1 CHECKS		324.99
1251	ELIZABETH M. CHAPLIN							
I-200901071945	SERV. AS COMM.: 07/01-12/31/08	R	1/07/2009	300.00		004873		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1114	CITY OF CHICAGO DEPARTMENT OF							
I-200901051941	LEX. STA. REPAIRS & MAINT.	R	1/16/2009	12,112.07		004883		
I-200901151955	LEX. PUMP STA. LABOR: 11/08	R	1/16/2009	34,467.65		004883		
I-200901161959	LEX. STA. ELECT.: 09/28-10/27	R	1/16/2009	109,870.07		004883		156,449.79
1114	CITY OF CHICAGO DEPARTMENT OF							
I-200901271978	LEX. STA. ELECT.: 10/27-11/25	R	1/30/2009	101,547.59		004939		101,547.59
	*** VENDOR TOTALS ***					2 CHECKS		257,997.38
1135	CITY OF CHICAGO SUPERINTENDENT							
I-200901051942	WATER BILLING: 12/01-12/31/08	R	1/16/2009	3,548,916.80		004884		3,548,916.80
	*** VENDOR TOTALS ***					1 CHECKS		3,548,916.80
1091	CINTAS FIRST AID & SAFETY							
I-343541466	FIRST AID SUPPLIES	R	1/16/2009	180.40		004885		180.40
	*** VENDOR TOTALS ***					1 CHECKS		180.40
1398	COMCAST							
I-200901291984	INTERNET SERV.: 01-27-02/26	R	1/30/2009	99.95		004940		99.95
	*** VENDOR TOTALS ***					1 CHECKS		99.95
1009	COMED							
I-200901151956	METER STATION ELECTRIC SERVICE	R	1/16/2009	15,216.72		004886		15,216.72
	*** VENDOR TOTALS ***					1 CHECKS		15,216.72
1569	EDWARD COUGHLIN							
I-200901161960	SECURITY	R	1/16/2009	112.50		004887		112.50
	*** VENDOR TOTALS ***					1 CHECKS		112.50

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1024	CTE ENGINEERS							
I 60049128-02	DPPS SOUTH WALL	R	1/16/2009	3,188.48		004888		3,188.48
1024	CTE ENGINEERS							
I-4067546	CONCRETE RESERVOIR - 12/08	R	1/30/2009	3,215.61		004941		
I-60043583-04	ELIMINATE POTENTIAL CONFLICTS	R	1/30/2009	2,322.93		004941		
I-60051265-02	INSPECT/EVAL. MS & ROV	R	1/30/2009	2,065.51		004941		
I-60092726-01	DUPAGE COUNTY - GLEN ELLYN	R	1/30/2009	877.42		004941		
I 60092727 01	DUPAGE COUNTY - GREENE RD	R	1/30/2009	1,102.86		004941		9,584.33
	*** VENDOR TOTALS ***					2 CHECKS		12,772.81
1622	TIMOTHY D. ELLIOTT							
I-200901071947	SERV. AS COMM.: 07/01-12/31/08	R	1/07/2009	300.00		004874		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1567	ELMHURST FORD							
I-101190	VEHICLE MAINTENANCE	R	1/16/2009	71.34		004889		
I-T42947	VEHICLE MAINTENANCE: M-99818	R	1/16/2009	827.18		004889		
I-T43124	VEHICLE MAINTENANCE: M-153835	R	1/16/2009	179.95		004889		1,078.47
	*** VENDOR TOTALS ***					1 CHECKS		1,078.47
1097	ELMHURST PLAZA STANDARD INC.							
I-10012	GASOLINE	R	1/16/2009	48.02		004890		
I-10118	GASOLINE	R	1/16/2009	24.90		004890		
I-10212	GASOLINE	R	1/16/2009	70.00		004890		
I 10285	GASOLINE	R	1/16/2009	25.00		004890		
I-10359	GASOLINE	R	1/16/2009	48.55		004890		
I-10465	GASOLINE	R	1/16/2009	46.00		004890		
I-10458	GASOLINE	R	1/16/2009	45.75		004890		
I-10489	GASOLINE	R	1/16/2009	60.02		004890		
I-10879	GASOLINE	R	1/16/2009	35.70		004890		
I 10880	DIESEL	R	1/16/2009	58.46		004890		
I-10884	GASOLINE	R	1/16/2009	22.35		004890		
I-11577	GASOLINE	R	1/16/2009	16.87		004890		
I-11902	GASOLINE	R	1/16/2009	64.00		004890		
I-11942	GASOLINE	R	1/16/2009	21.82		004890		
I 13625	GASOLINE	R	1/16/2009	55.32		004890		
I-13692	GASOLINE	R	1/16/2009	36.01		004890		
I-16913	GASOLINE	R	1/16/2009	60.00		004890		
I-16932	GASOLINE	R	1/16/2009	61.25		004890		
I-16934	GASOLINE	R	1/16/2009	45.08		004890		
I-16939	GASOLINE	R	1/16/2009	28.48		004890		
I 16967	GASOLINE	R	1/16/2009	47.00		004890		
I-17553	GASOLINE	R	1/16/2009	30.85		004890		
I-17554	GASOLINE	R	1/16/2009	62.90		004890		
I-17673	GASOLINE	R	1/16/2009	45.00		004890		
I-18077	GASOLINE	R	1/16/2009	31.00		004890		
I-18570	GASOLINE , VEH. MAINTENANCE	R	1/16/2009	33.72		004890		
I-31830	VEHICLE MAINTENANCE: M-79697	R	1/16/2009	325.00		004890		1,449.05

VENDOR SET: 01 DePage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1097	ELMHURST PLAZA STANDARD INC.							
I-10824	GASOLINE	R	1/30/2009	53.87		004942		
I-11893	GASOLINE	R	1/30/2009	31.86		004942		
I-12097	GASOLINE	R	1/30/2009	63.16		004942		
I-12545	GASOLINE	R	1/30/2009	39.00		004942		
I-12676	DIESEL	R	1/30/2009	14.10		004942		
I-12731	DIESEL	R	1/30/2009	13.52		004942		
I-13124	DIESEL	R	1/30/2009	13.67		004942		
I-13590	GASOLINE	R	1/30/2009	24.50		004942		
I-13959	GASOLINE	R	1/30/2009	27.00		004942		
I-13963	GASOLINE	R	1/30/2009	21.45		004942		
I-14470	GASOLINE	R	1/30/2009	38.42		004942		
I-14481	GASOLINE	R	1/30/2009	32.28		004942		
I-14667	GASOLINE	R	1/30/2009	63.47		004942		
I-15005	GASOLINE	R	1/30/2009	59.50		004942		
I-15194	GASOLINE	R	1/30/2009	66.00		004942		
I-15695-1	GASOLINE	R	1/30/2009	10.68		004942		
I-16051	GASOLINE	R	1/30/2009	42.53		004942		
I-16059	GASOLINE	R	1/30/2009	50.00		004942		
I-16119	GASOLINE	R	1/30/2009	30.00		004942		
I-16222	GASOLINE	R	1/30/2009	30.08		004942		
I-16231	GASOLINE	R	1/30/2009	55.40		004942		
I-16360-1	GASOLINE	R	1/30/2009	70.01		004942		
I-17904	GASOLINE	R	1/30/2009	28.37		004942		
I-18157	GASOLINE	R	1/30/2009	65.00		004942		
I-18208	GASOLINE	R	1/30/2009	26.35		004942		
I-18699	GASOLINE	R	1/30/2009	64.53		004942		
I-18748	GASOLINE	R	1/30/2009	45.00		004942		
I-18750	GASOLINE	R	1/30/2009	52.95		004942		
I-18917	GASOLINE	R	1/30/2009	40.00		004942		
I-19114	GASOLINE	R	1/30/2009	25.20		004942		
I-19266	GASOLINE	R	1/30/2009	22.30		004942		
I-31961	VEHICLE MAINTENANCE: M-153835	R	1/30/2009	124.95		004942		
I-31962	VEHICLE MAINTENANCE: M-169815	R	1/30/2009	124.95		004942		1,470.10
	*** VENDOR TOTALS ***					2 CHECKS		2,919.15
1446	EN ENGINEERING, LLC							
I-0024105	DC STRAY CUR 90" MAIN	R	1/30/2009	1,523.07		004944		
I-0024108	INDETERM CORR ASSIST	R	1/30/2009	2,191.60		004944		
I-0024110	SERVICE STANDPIPE RECT.	R	1/30/2009	6,009.50		004944		9,724.17
	*** VENDOR TOTALS ***					1 CHECKS		9,724.17
1578	EXELON ENERGY INC.							
I-1507384	DPSS ELECT. SERV.: 12/01-01/04	R	1/16/2009	212,391.93		004891		212,391.93
	*** VENDOR TOTALS ***					1 CHECKS		212,391.93



VENDOR SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1274	FRANK FRELKA							
I-200901301985	INFOR TRAINING	R	1/30/2009	1,264.38		004945		1,264.38
	*** VENDOR TOTALS ***					1 CHECKS		1,264.38
1055	GRAINGER							
I-9810180068	MAINTENANCE SUPPLIES	R	1/16/2009	53.64		004892		53.64
1055	GRAINGER							
C-9817458749	MAINTENANCE SUPPLIES RETURNED	R	1/30/2009	37.03CR		004946		
I-9815330817	MAINTENANCE SUPPLIES	R	1/30/2009	84.44		004946		
I-9815974192	MAINTENANCE SUPPLIES	R	1/30/2009	35.54		004946		82.95
	*** VENDOR TOTALS ***					2 CHECKS		136.59
1399	GREELEY AND HANSEN							
I-INV-0000279617	LEX PS GENERATION FACILITIES	R	1/30/2009	454.80		004947		
I-INV-0000279618	LEX PS GENERATION FACILITIES	R	1/30/2009	11,959.82		004947		
I-INV-0000279619	LEXINGTON PS VAR FREQ DRIVES	R	1/30/2009	227.40		004947		
I-INV-0000279621	LEXINGTON PS PHOTOVOLTAIC CELL	R	1/30/2009	511.47		004947		
I-INV-0000279622	LEXINGTON PS PHOTOVOLTAIC CELL	R	1/30/2009	450.96		004947		
I-INV-0000280094	LEX PS GENERATION FACILITIES	R	1/30/2009	13,165.55		004947		
I-INV-0000280095	LEXINGTON PS VAR FREQ DRIVES	R	1/30/2009	1,127.68		004947		
I-INV-0000280096	LEXINGTON PS PHOTOVOLTAIC CELL	R	1/30/2009	10,291.28		004947		
I-INV-0000280197	LEXINGTON PS PHOTOVOLTAIC CELL	R	1/30/2009	2,480.57		004947		40,669.53
	*** VENDOR TOTALS ***					1 CHECKS		40,669.53
1068	HACH COMPANY							
I-6050494	WATER TESTING SUPPLIES	R	1/16/2009	1,058.78		004893		
I-6052298	WATER TESTING SUPPLIES	R	1/16/2009	551.77		004893		1,610.55
	*** VENDOR TOTALS ***					1 CHECKS		1,610.55
1625	HAGEMEYER							
I-YS-27000-11	SCBA EQUIPMENT & ACCESSORIES	R	1/16/2009	25,052.90		004894		25,052.90
	*** VENDOR TOTALS ***					1 CHECKS		25,052.90
1197	HD SUPPLY WATERWORKS, LTD.							
I-8408885	8" BLIND FLANGE	R	1/16/2009	87.57		004895		87.57
	*** VENDOR TOTALS ***					1 CHECKS		87.57
1558	HIGHWAY TECHNOLOGIES							
I-329753-001	ARROW BOARD RENTAL	R	1/30/2009	55.00		004948		55.00
	*** VENDOR TOTALS ***					1 CHECKS		55.00
1050	HOME DEPOT CREDIT SERVICES							
I-2162293	MAINTENANCE SUPPLIES	R	1/16/2009	16.54		004896		
I-3592014	PIPELINE SUPPLIES	R	1/16/2009	70.93		004896		
I-4014736	MAINTENANCE SUPPLIES	R	1/16/2009	17.33		004896		
I-5148964	MAINTENANCE SUPPLIES	R	1/16/2009	200.21		004896		
I-6050540	PIPELINE SUPPLIES	R	1/16/2009	16.94		004896		
I-9060054	MAINTENANCE SUPPLIES	R	1/16/2009	54.46		004896		376.41
	*** VENDOR TOTALS ***					1 CHECKS		376.41

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1425	HR PLUS							
I-3916687	BACKGROUND CHECKS	R	1/30/2009	362.97		004949		362.97
	*** VENDOR TOTALS ***					1 CHECKS		362.97
1344	MICHAEL HUGHES							
I-200901271979	INFOR TRAINING	R	1/30/2009	1,035.86		004950		1,035.86
	*** VENDOR TOTALS ***					1 CHECKS		1,035.86
1225	IKON OFFICE SOLUTIONS							
I-5010228806	COPIER USAGE: 11/30-12/30/08	R	1/16/2009	491.16		004897		491.16
1225	IKON OFFICE SOLUTIONS							
I-1015636926	OFFICE SUPPLIES	R	1/30/2009	41.00		004951		41.00
	*** VENDOR TOTALS ***					2 CHECKS		532.16
1609	ILGISA							
I-1146	MEMBERSHIP DUES: F. FRELKA	R	1/16/2009	50.00		004898		
I-1378	MEMBERSHIP DUES: J. NESBITT	R	1/16/2009	50.00		004898		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
1053	ILLINOIS PUBLIC RISK FUND							
I-200901271980	WORKERS COMPENSATION INS.	R	1/30/2009	8,786.00		004952		8,786.00
	*** VENDOR TOTALS ***					1 CHECKS		8,786.00
1063	ILLINOIS SECTION AWWA							
I-5611	HIGH TECH OPER. COURSE	R	1/16/2009	90.00		004899		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
1443	ILLINOIS STATE POLICE - BUREAU							
I-200901161968	SECURITY CHECKS	R	1/16/2009	500.00		004930		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
1496	INFOR GLOBAL SOLUTIONS, INC.							
I-P-24783 00D1	ANNUAL SOFTWARE MAINTENANCE	R	1/30/2009	25,672.68		004953		25,672.68
	*** VENDOR TOTALS ***					1 CHECKS		25,672.68
1614	JACQUES WHITFORD COMPANY INC.							
I-1044230-002	EHS AUDIT ASSESSMENT	R	1/16/2009	6,300.00		004900		6,300.00
	*** VENDOR TOTALS ***					1 CHECKS		6,300.00
1198	JM PROCESS SYSTEMS, INC.							
I-11140	METER STATION MAINTENANCE	R	1/30/2009	1,111.00		004954		1,111.00
	*** VENDOR TOTALS ***					1 CHECKS		1,111.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1022	JPMORGAN CHASE BANK, N.A.							
I-1569473	BANK SERVICE CHARGE	R	1/30/2009	511.63		004955		511.63
	*** VENDOR TOTALS ***					1 CHECKS		511.63
1032	JULIE, INC.							
I-12-08-0438	UTILITY LOCATES: DEC. 2008	R	1/16/2009	1,840.30		004901		1,840.30
	*** VENDOR TOTALS ***					1 CHECKS		1,840.30
1616	LIFT WORKS, INC.							
I-86833	20' CONTAINER RENTAL	R	1/30/2009	75.00		004956		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
1668	MARTAM CONSTRUCTION, INC.							
I-0R6-004A	REMOV/REPLC MANHOLE FRAME/LID	R	1/16/2009	4,789.98		004902		4,789.98
	*** VENDOR TOTALS ***					1 CHECKS		4,789.98
1337	GREGORY S. MATTHEWS							
I 200901071948	SERV. AS COMM.: 07/01-12/31/08	R	1/07/2009	300.00		004875		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1054	MCMASTER-CARR SUPPLY COMPANY							
I-18516532	PIPELINE SUPPLIES	R	1/16/2009	1,563.09		004903		
I 18517284	MAINTENANCE SUPPLIES	R	1/16/2009	131.08		004903		1,694.17
1054	MCMASTER-CARR SUPPLY COMPANY							
I-18962294	PIPELINE SUPPLIES	R	1/30/2009	498.86		004957		
I-19076632	PIPELINE SUPPLIES	R	1/30/2009	338.86		004957		
I-19965962	MAINT. SUPP., PUMPING SERV.	R	1/30/2009	137.07	2.64CR	004957		972.15
	*** VENDOR TOTALS ***					2 CHECKS		2,666.32
1069	MEL'S ACE HARDWARE							
I-408065/4	VEHICLE MAINTENANCE	R	1/16/2009	12.57		004904		
I-408075/4	METER STATION MAINTENANCE	R	1/16/2009	18.87		004904		
I-408076/4	MAINTENANCE SUPPLIES	R	1/16/2009	47.42		004904		
I-408081/4	MAINTENANCE SUPPLIES	R	1/16/2009	22.27		004904		
I 408100/4	MAINTENANCE SUPPLIES	R	1/16/2009	2.35		004904		
I-408197/4	MAINTENANCE SUPPLIES	R	1/16/2009	15.44		004904		
I-408245/4	MAINTENANCE SUPPLIES	R	1/16/2009	11.68		004904		
I-408257/4	VEHICLE MAINTENANCE	R	1/16/2009	24.25		004904		
I-408294/4	VEH. MAINT., MS MAINT.	R	1/16/2009	36.17		004904		
I-408384/4	LOCATOR BATTERIES	R	1/16/2009	24.02		004904		
I-408387/4	PIPELINE SUPPLIES	R	1/16/2009	26.66		004904		
I-408388/4	VEHICLE MAINTENANCE	R	1/16/2009	35.55		004904		277.25
	*** VENDOR TOTALS ***					1 CHECKS		277.25

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1051	MENARDS - HILLSIDE							
1-51933	MAINTENANCE SUPPLIES	R	1/16/2009	15.33		004905		
1-52031	MAINTENANCE SUPPLIES	R	1/16/2009	252.22		004905		
1-52806	MAINTENANCE SUPPLIES	R	1/16/2009	38.15		004905		
1-54821	MAINTENANCE SUPPLIES	R	1/16/2009	10.20		004905		315.90
	*** VENDOR TOTALS ***					1 CHECKS		315.90
1194	HK BATTERY							
1-1V281531	EMERGENCY LIGHT BATTERIES	R	1/30/2009	268.00		004958		268.00
	*** VENDOR TOTALS ***					1 CHECKS		268.00
1604	MWH AMERICAS, INC.							
1-1236231	WATER CONSERVATION	R	1/30/2009	34,588.68		004959		34,588.68
	*** VENDOR TOTALS ***					1 CHECKS		34,588.68
1021	NAPERVILLE, CITY OF							
1-200901051943	METER STATION ELECTRIC SERVICE	R	1/16/2009	128.41		004906		
1-200901151957	METER STATION ELECTRIC SERVICE	R	1/16/2009	231.11		004906		
1-200901161967	METER STATION ELECTRIC SERVICE	R	1/16/2009	228.45		004906		587.97
1921	NAPERVILLE, CITY OF							
1-200901301986	METER STATION ELECTRIC SERVICE	R	1/30/2009	519.67		004960		519.67
	*** VENDOR TOTALS ***					2 CHECKS		1,107.64
1070	NATIONAL CITY BANK							
1-631673	SAFEKEEPING FEES: NOV. 2008	R	1/16/2009	918.90		004907		918.90
1070	NATIONAL CITY BANK							
1-653558	SAFEKEEPING FEES: DEC. 2008	R	1/30/2009	915.90		004961		915.90
	*** VENDOR TOTALS ***					2 CHECKS		1,834.80
1203	NATIONAL SAFETY COUNCIL							
1-R5381046	SUPERVISOR MAGAZINE SUBSCR.	R	1/30/2009	23.10		004962		23.10
	*** VENDOR TOTALS ***					1 CHECKS		23.10
1060	NTG, INC.							
1-56171	CORROSION TELEMETRY	R	1/30/2009	68.00		004963		68.00
	*** VENDOR TOTALS ***					1 CHECKS		68.00
1020	NEXTEL COMMUNICATIONS							
1-648652511-083	CELL PHONE SERV.: 12/09-01/08	R	1/30/2009	1,452.57		004964		1,452.57
	*** VENDOR TOTALS ***					1 CHECKS		1,452.57

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1111	NICOR GAS							
I-200901161961	DPPS SERV.: 10/14-12/12/08	R	1/16/2009	4,849.30		004908		4,849.30
	*** VENDOR TOTALS ***					1 CHECKS		4,849.30
1195	OFFICE DEPOT							
I-458646112-001	OFFICE SUPPLIES	R	1/16/2009	80.44		004909		80.44
1395	OFFICE DEPOT							
I-461290621-001	OFFICE SUPPLIES	R	1/30/2009	122.24		004965		122.24
	*** VENDOR TOTALS ***					2 CHECKS		202.68
1584	OFFICE MAX INCORPORATED							
I-258079	OFFICE SUPPLIES	R	1/16/2009	67.08		004910		
I-274613	OFFICE SUPPLIES	R	1/16/2009	292.37		004910		
I-291165	OFFICE SUPPLIES	R	1/16/2009	59.99		004910		
I-386232	OFFICE SUPPLIES	R	1/16/2009	19.87		004910		
I-411513	OFFICE SUPPLIES	R	1/16/2009	396.02		004910		835.33
1584	OFFICE MAX INCORPORATED							
C-788617	OFFICE SUPPLIES RETURNED	R	1/30/2009	59.99CR		004966		
I-268762	OFFICE SUPPLIES	R	1/30/2009	59.99		004966		
I-497924	OFFICE SUPPLIES	R	1/30/2009	60.80		004966		
I-516061	OFFICE SUPPLIES	R	1/30/2009	331.71		004966		
I-539378	OFFICE SUPPLIES	R	1/30/2009	34.99		004966		
I-586442	OFFICE SUPPLIES	R	1/30/2009	96.83		004966		
I-710126	OFFICE SUPPLIES	R	1/30/2009	51.99		004966		576.32
	*** VENDOR TOTALS ***					2 CHECKS		1,411.65
1624	PACKY WEBB FORD							
I-200901161962	TWO 2009 FORD ESCAPES	R	1/16/2009	35,880.00		004911		35,880.00
	*** VENDOR TOTALS ***					1 CHECKS		35,880.00
1081	PATRICK ENGINEERING INC.							
I-20806.003-6	GIS SUPPORT	R	1/16/2009	1,320.00		004912		
I-20806.003-8	GIS SUPPORT	R	1/16/2009	1,402.50		004912		2,722.50
	*** VENDOR TOTALS ***					1 CHECKS		2,722.50
1113	PATTEN INDUSTRIES, INC.							
I-TMS00248296	INSTALL BLOCK HEATERS	R	1/30/2009	386.05		004967		
I-TMS00248297	INSTALL BLOCK HEATERS	R	1/30/2009	175.57		004967		561.62
	*** VENDOR TOTALS ***					1 CHECKS		561.62
1321	PERSPECTIVES, LTD.							
I-65089	EMPLOYEE ASSIST 01/09-03/09	R	1/16/2009	273.00		004913		273.00
	*** VENDOR TOTALS ***					1 CHECKS		273.00

VENDOR SRT: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1114	PITNEY BOWES							
I-411412	OFFICE SUPPLIES	R	1/30/2009	236.25		004968		236.25
	*** VENDOR TOTALS ***					1 CHECKS		236.25
1280	PRIMERA							
I-0021450	COMPUTER ROOM HVAC UPGRADES	R	1/16/2009	871.40		004914		871.40
	*** VENDOR TOTALS ***					1 CHECKS		871.40
1408	S. LOUIS RATHJE							
I-200901071950	SERV. AS COMM.: 07/01-12/31/08	R	1/07/2009	300.00		004876		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1059	RED WING SHOE STORE							
I-450000002936	SAFETY SHOES: M. LADEGAARD	R	1/30/2009	230.00		004969		230.00
	*** VENDOR TOTALS ***					1 CHECKS		230.00
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-156665	MAINTENANCE SUPPLIES	R	1/16/2009	116.98		004915		116.98
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-158154	VEHICLE MAINTENANCE	R	1/30/2009	366.11		004970		366.11
	*** VENDOR TOTALS ***					2 CHECKS		505.09
1041	SERCO CONSULTANTS, INC.							
I-473	MATERIAL TESTING PSC-4	R	1/16/2009	4,193.32		004916		4,193.32
	*** VENDOR TOTALS ***					1 CHECKS		4,193.32
1043	SOOPER LUBE							
I-148051	VEHICLE MAINTENANCE: M-166601	R	1/16/2009	47.40		004917		
I-148109	VEHICLE MAINTENANCE: M-134705	R	1/16/2009	47.40		004917		
I-148199	VEHICLE MAINTENANCE: M-76556	R	1/16/2009	36.20		004917		131.00
	*** VENDOR TOTALS ***					1 CHECKS		131.00
1040	SPECIALTY MAT SERVICE							
I-470655	MAT SERVICE: 12/01/08	R	1/16/2009	56.20		004918		
I-473062	MAT SERVICE: 12/15/08	R	1/16/2009	56.20		004918		
I-475175	MAT SERVICE: 12/29/08	R	1/16/2009	56.20		004918		168.60
1040	SPECIALTY MAT SERVICE							
I-477248	MAT SERVICE: 01/12/09	R	1/30/2009	56.20		004971		
I-479257	MAT SERVICE: 01/26/09	R	1/30/2009	56.20		004971		112.40
	*** VENDOR TOTALS ***					2 CHECKS		281.00

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1266	SUBURBAN DOOR CHECK & LOCK SER							
I-180285	REPAIR TO DOOR LOCKS	R	1/16/2009	312.00		004919		312.00
	*** VENDOR TOTALS ***					1 CHECKS		312.00
1253	RICHARD THORN							
I-200901071949	SERV. AS TREAS.: 7/01-12/31/08	R	1/07/2009	300.00		004877		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1058	THYSSENKRUPP ELEVATOR CORP.							
I-814718	ELEVATOR MAINT. - 01/08-03/08	R	1/16/2009	747.18		004920		747.18
	*** VENDOR TOTALS ***					1 CHECKS		747.18
1147	TKB ASSOCIATES, INC.							
I-7400	SCAN AS-BUILT DRAWINGS	R	1/30/2009	2,012.85		004972		2,012.85
	*** VENDOR TOTALS ***					1 CHECKS		2,012.85
1126	TRANSCAT							
I-297479	EQUIPMENT CALIBRATION	R	1/16/2009	709.20		004921		
I-299100	EQUIPMENT CALIBRATION	R	1/16/2009	155.42		004921		864.62
	*** VENDOR TOTALS ***					1 CHECKS		864.62
1046	TREE TOWNS REPRO SERVICE							
I-119653	DIGITAL BOND COPY	R	1/30/2009	10.00		004973		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
1080	TYLER TECHNOLOGIES							
I-74083	ANNUAL SOFTWARE MAINTENANCE	R	1/30/2009	478.00		004974		478.00
	*** VENDOR TOTALS ***					1 CHECKS		478.00
1560	U.S. BANK							
I-2297654	TRUSTEE ADMIN FEE REV. BOND	R	1/16/2009	1,500.00		004922		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
1282	U.S. POSTAL SERVICE (POSTAGE-B							
I-200901161963	REPLENISH POSTAGE	R	1/16/2009	3,000.00		004923		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
1129	UNIQUE PRODUCTS & SERVICE CORP							
I-183835	MAINTENANCE SUPPLIES	R	1/16/2009	2,040.00		004924		
I-183835-1	MAINTENANCE SUPPLIES	R	1/16/2009	2,312.80		004924		
I-104187	MAINTENANCE SUPPLIES	R	1/16/2009	1,020.00		004924		
I-184187-1	MAINTENANCE SUPPLIES	R	1/16/2009	710.50		004924		6,083.30
	*** VENDOR TOTALS ***					1 CHECKS		6,083.30

VENDOR SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

DATE RANGE: 1/01/2009 THRU 1/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1244	UNIQUE TRAVEL SERVICE							
E-127511	INFOR TRAINING - P. FRELKA	R	1/16/2009	610.50		004925		610.50
	*** VENDOR TOTALS ***					1 CHECKS		610.50
1047	UNITED RADIO COMMUNICATIONS							
I-18056600	RADIO REPAIRS	R	1/30/2009	119.25		004975		
I-18057500	RADIO REPAIRS	R	1/30/2009	39.75		004975		
I-18080200	RADIO REPAIRS	R	1/30/2009	119.25		004975		278.25
	*** VENDOR TOTALS ***					1 CHECKS		278.25
1071	USAUTOMATION							
1-1513	METER STATION MAINTENANCE	R	1/16/2009	295.55		004926		295.55
	*** VENDOR TOTALS ***					1 CHECKS		295.55
1427	VILLA PARK ELECTRIC SUPPLY CO.							
1-01709007	UNIFORMS: M. FOUSHI	R	1/16/2009	37.50		004927		37.50
1427	VILLA PARK ELECTRIC SUPPLY CO.							
1-01709931	UNIFORMS: R. CARDENAS	R	1/30/2009	192.00		004976		192.00
	*** VENDOR TOTALS ***					2 CHECKS		229.50
1062	WASTE MANAGEMENT							
I-1986421-2008-5	REFUSE DISPOSAL	R	1/16/2009	414.00		004928		
I-2209578-2008-2	REFUSE DISPOSAL	R	1/16/2009	841.25		004928		1,255.25
	*** VENDOR TOTALS ***					1 CHECKS		1,255.25
1010	WEST							
I-817457465	WESTLAW: 12/01/08-12/31/08	R	1/16/2009	384.60		004929		384.60
	*** VENDOR TOTALS ***					1 CHECKS		384.60
1256	DONALD G. ZEILENGA							
I-200901071952	SERV. AS COMM.: 07/01-12/31/08	R	1/07/2009	300.00		004878		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1048	ZIEBEL WATER SERVICE PRODUCTS							
I-202994-000	PIPELINE SUPPLIES	R	1/30/2009	470.00		004977		470.00
	*** VENDOR TOTALS ***					1 CHECKS		470.00

\* \* T O T A L S \* \*

NO

CHECK AMOUNT

DISCOUNTS

TOTAL APPLIED

REGULAR CHECKS:

103

4,367,851.86

2.64

4,367,854.50

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

VOID DEBITS

VOID DISCOUNTS

VOID CREDITS

VOID CHECKS:

1

32.07

0.00

32.07CR

TOTAL ERRORS: 0

VENDOR SET: 01

BANK: IL

TOTAL

104

4,367,851.86

0.00

4,367,854.50

BANK: IL

TOTALS:

104

4,367,851.86

2.64

4,367,854.50



SELECTION CRITERIA

.....

VENDOR SET: 01-DUPAGE WATER COMMISSION  
VENDOR: ALL  
BANK CODES: Include: IL  
FUNDS: All

.....

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 1/01/2009 THRU 1/31/2009  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: NO

.....

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All


.....



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin General Manager

FROM: Terry McGhee  Manager of Water Operations  
Ed Kazmierczak Pipeline Supervisor  
Chris Bostick Facilities Construction Supervisor  
John Schori Instrumentation Supervisor  
Frank Frelka GIS Coordinator  
Mike Weed Operations Supervisor

DATE: February 6, 2009

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of January were a total of 2.297 billion gallons. This represents an average day demand of 74.1 million gallons per day (MGD), which is higher than the January 2008 average day demand of 73.2 MGD. The maximum day demand was 78.9 MGD on January 17, 2009, which is higher than the January 2008 maximum day demand of 77.1 MGD. The minimum day flow was 70.0 MGD. The Commission's recorded total precipitation for the month of January was 1.16 inches compared to 1.93 inches for January 2008. The level of Lake Michigan for January 2009 is 577.45 (Feet IGLD 1985) compared to 576.45 (Feet IGLD 1985) for January of 2008.

### Water Conservation

Montgomery Watson Harza (MWH) has completed the draft Water Conservation Plan for 2009 which will be presented to the Board at the February meeting.

### Computer Room Cooling System

Hill Mechanical has completed the installation and Primera has completed the commissioning of the cooling units. Minor punch list items still remain and will be completed in early February.

**Facilities Construction Overview****Contract PSD-6 Reservoir Addition - Division A – Equipment Storage Building and Material Storage**

The pre-construction meeting was held on February 6, 2009 at 10:00, A.M. The project completion date is August 4, 2009. Permitting and design issues with the City of Elmhurst and AECOM are being worked out.

**Contract PSD-7 DPPS Electrical Generation**

The contractor has received the building permit and is performing demolition and excavation work. The project completion date is November 25, 2010. Change Order #1 appears on the agenda to approve changes required by City of Elmhurst building code amendments.

**Generator Supply Contract**

Contractor submittals are being reviewed.

**Contract PSC-4 Lexington Pump Station Electrical Generation / Variable Frequency Drives**

The contractor continues excavating for the new south access driveway, installing under drains, and the soldier pile retaining wall. The project completion date is July 10, 2010.

**Contract PSC-5 Lexington Photovoltaic Cells**

The contractor has provided initial submittals. The project completion date is July 10, 2010.

**Winfield Additional Connection**

Staff is working with ComEd and the Village to resolve the MS-27A access issues.

**Naperville Additional Connection**

Naperville has provided suggested revisions to the draft intergovernmental agreement.

**DuPage County Service Areas**

Preliminary design services for the Glen Ellyn Heights and Greene Road service areas are underway.

Contract VA-1

Electrical Systems Inc. has placed the order for the equipment. The Commission should start receiving equipment submittals within the next few weeks.

GIS

Staff is working on a project that would develop accurate as-built drawings of the DuPage Pumping Station. Currently there are the pumping station original record drawings and multiple sets of drawings for various projects completed throughout the years. The primary goals of this project are to combine these drawings into AutoCAD in such a way so as to show the facility as it currently is and also to have electronic files that can be used going forward that show future changes. A secondary goal is to define some degree of standardization for AutoCAD files that will facilitate data transmission between the Commission and future contractors. Currently staff is expecting a proposal from Patrick Engineering to define a pilot project that would work with a small subset of drawings focusing only on the pumping station facility and mechanical system. This is intended to help us gauge the amount of time, effort and cost needed to complete this project.

Staff is also working with Patrick Engineering to redesign the internal GIS web site using ArcGIS Server instead of ArcIMS. The goal of this project is to replace the current site with an ArcGIS Server site because of Server's superior performance and improved ability to customize. Setting up an ArcGIS Server web site is a relatively simple task. Once that's complete we will be able to develop software tools such as valve trace back and/or pipe profile functions that will make the web site more useful.

Pipeline Construction OverviewCONTRACT QR-8

Work Authorization No. 3 for the installation of a bonding cable between two existing reverse current switches will begin following permit approval from the CTA and the CSX Railroad.

CONTRACT VSR-1 (VALVE STEM REPLACEMENT)

Design is approximately 70% complete.

Contract TS-8 (South Transmission Main Corrosion Mitigation Project)

(Current status is as outlined on R-6-09)

Contract TS-7(South Transmission Main Relocation)

70% plan submittal has been received and is under review by staff, the City of Naperville, and DuPage County Division of Transportation.

**FEBRUARY 2009 COMMISSION AGENDA ITEMS:**

**R-04-09**-----A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with AECOM USA, Inc. at the February 12, 2009, DuPage Water Commission Meeting.

**R-05-09**-----A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the February 12, 2009, DuPage Water Commission Meeting.

**R-06-09**-----A Resolution Approving a First Amendment to Task Order No. 6 under a Master Contract with EN Engineering, LLC.

**R-07-09**-----A Resolution Approving and Ratifying Certain Contract Change Orders at the February 12, 2009, DuPage Water Commission Meeting.

**R-08-09**-----A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Alpha Building Maintenance Service for Janitorial Services for the DuPage Water Commission.

**R-09-09**-----A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and CLS Group Inc. for Design and Implementation of a Document Management System for the DuPage Water Commission.

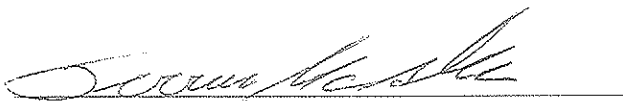
1. DuPage Laboratory Bench Sheets for January, 2008
2. Water Sales Analysis 01-September-03 to 31-Janauary-09
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

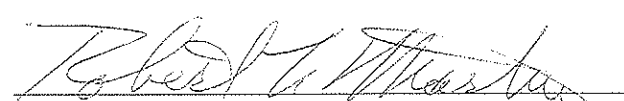
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR JANUARY 2009

## LEXINGTON SUPPLY

## DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.70	0.10	0.42	0.75	0.09	38	7.6	1.1	0.40	0	GA
2	0.71	0.11	0.40	0.74	0.09	38	7.6	1.2	0.42	0	GA
3	0.70	0.10	0.45	0.76	0.09	38	7.6	1.2	0.40	0	GA
4	0.67	0.10	0.45	0.76	0.09	38	7.6	1.1	0.42	0	JV
5	0.72	0.11	0.44	0.78	0.10	38	7.6	1.0	0.45	0	JV
6	0.69	0.11	0.42	0.79	0.10	38	7.6	1.0	0.43	0	JV
7	0.69	0.10	0.46	0.75	0.09	38	7.6	1.1	0.43	0	JV
8	0.70	0.09	0.43	0.74	0.09	38	7.6	1.0	0.44	0	MR
9	0.71	0.10	0.47	0.76	0.09	38	7.6	1.0	0.44	0	MR
10	0.72	0.10	0.45	0.74	0.10	38	7.6	1.1	0.42	0	MR
11	0.72	0.09	0.45	0.77	0.10	38	7.6	1.1	0.46	0	CT
12	0.73	0.09	0.41	0.78	0.09	38	7.6	1.0	0.45	0	JV
13	0.73	0.10	0.43	0.77	0.08	38	7.6	1.1	0.44	0	JV
14	0.72	0.11	0.47	0.74	0.08	36	7.6	1.0	0.42	0	JV
15	0.72	0.11	0.46	0.77	0.08	36	7.6	1.0	0.43	0	JV
16	0.69	0.10	0.48	0.75	0.10	37	7.5	1.1	0.44	0	MR
17	0.70	0.10	0.43	0.75	0.09	37	7.7	1.0	0.44	0	MR
18	0.71	0.10	0.45	0.78	0.08	37	7.5	1.0	0.43	0	MR
19	0.72	0.10	0.45	0.76	0.09	37	7.5	1.0	0.42	0	MR
20	0.69	0.10	0.50	0.74	0.09	37	7.6	1.1	0.41	0	JV
21	0.69	0.10	0.47	0.78	0.10	37	7.6	1.1	0.42	0	JV
22	0.71	0.11	0.46	0.75	0.10	37	7.6	1.1	0.46	0	JV
23	0.71	0.11	0.43	0.77	0.10	37	7.6	1.1	0.44	0	JV
24	0.72	0.11	0.42	0.78	0.09	37	7.6	1.0	0.46	0	MR
25	0.69	0.09	0.43	0.79	0.10	37	7.6	1.0	0.41	0	MR
26	0.71	0.10	0.48	0.78	0.10	36	7.6	1.0	0.40	0	MR
27	0.71	0.10	0.40	0.78	0.08	36	7.6	1.0	0.47	0	MR
28	0.71	0.10	0.44	0.77	0.08	36	7.6	1.0	0.43	0	JV
29	0.69	0.10	0.44	0.79	0.08	36	7.6	1.0	0.44	0	JV
30	0.70	0.11	0.43	0.78	0.09	36	7.6	1.0	0.42	0	GA
31	0.72	0.10	0.45	0.78	0.09	36	7.5	1.1	0.45	0	JV
AVG	0.71	0.10	0.44	0.77	0.09	37	7.6	1.1	0.43	0	
MAX	0.73	0.11	0.50	0.79	0.10	38	7.7	1.2	0.47	0	
MIN	0.67	0.09	0.40	0.74	0.08	36	7.5	1.0	0.40	0	

  
Terrance McGhee  
Manager of Water Operations

  
Robert L. Martin  
General Manager

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92

TO

31-Jan-09

PER DAY AVERAGE

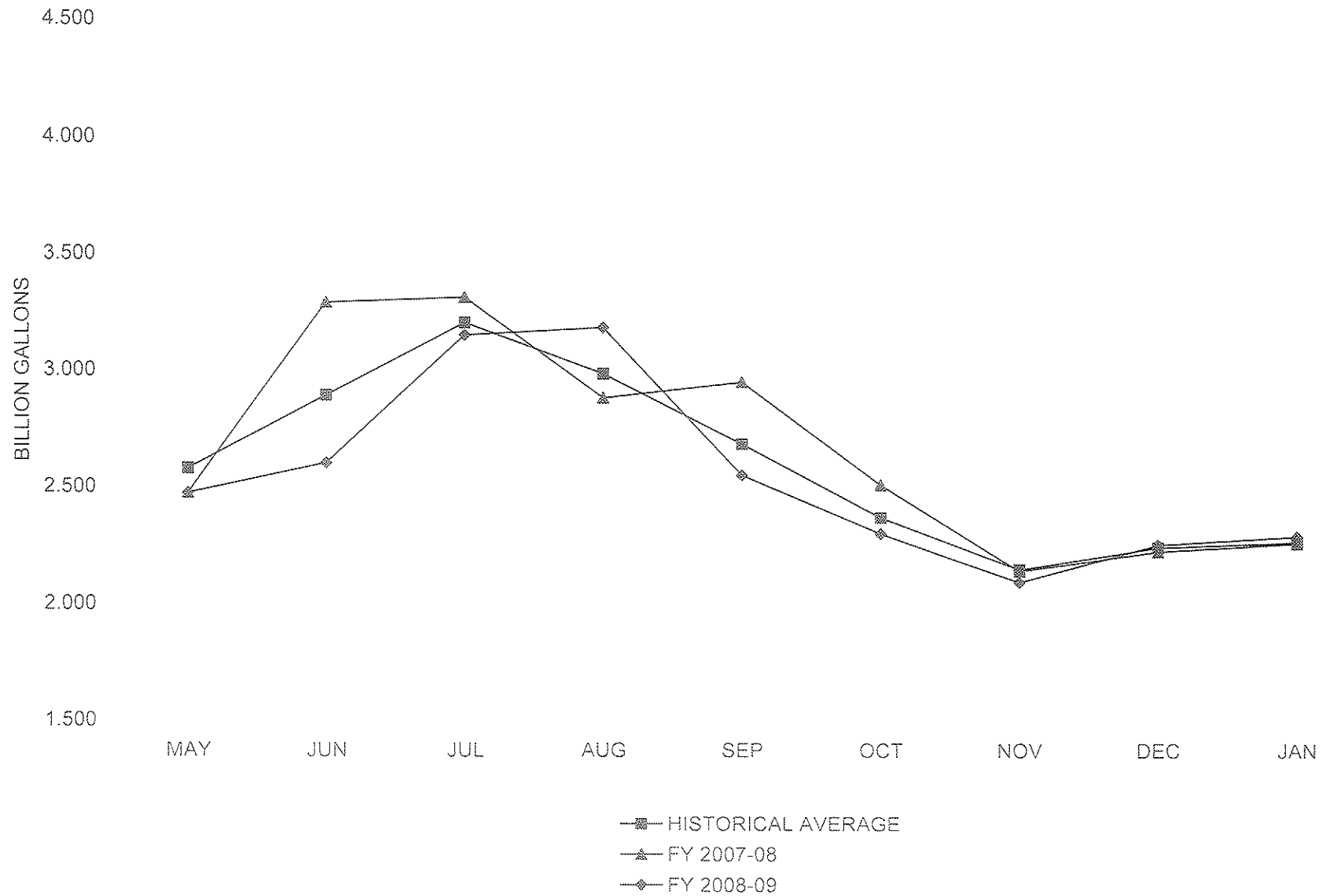
81,916,202

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %
May-05	2,751,156,000	2,826,791,957	97.32%	\$3,383,921.88	\$3,669,175.96	7,991,723	0.28%	97.61%
Jun-05	3,775,195,000	3,884,927,612	97.18%	\$4,645,553.10	\$5,042,636.04	6,563,800	0.17%	97.34%
Jul-05	4,078,909,000	4,145,332,157	98.40%	\$5,017,058.07	\$5,380,641.14	6,773,400	0.16%	98.56%
Aug-05	3,498,090,000	3,609,900,000	96.90%	\$4,302,650.70	\$4,685,677.02	8,573,152	0.24%	97.14%
Sep-05	3,202,484,000	3,289,206,394	97.36%	\$3,939,055.32	\$4,269,389.90	6,689,590	0.20%	97.57%
Oct-05	2,545,686,000	2,647,388,860	96.16%	\$3,131,193.78	\$3,436,310.74	6,998,672	0.26%	96.42%
Nov-05	2,238,636,000	2,261,375,216	98.99%	\$2,753,522.28	\$2,935,265.03	5,496,962	0.24%	99.24%
Dec-05	2,362,455,000	2,422,577,673	97.52%	\$2,905,819.65	\$3,144,505.82	5,810,930	0.24%	97.76%
Jan-06	2,241,162,000	2,303,320,263	97.30%	\$2,756,629.26	\$3,063,415.95	4,323,441	0.19%	97.49%
Feb-06	2,033,220,000	2,083,799,323	97.57%	\$2,500,915.68	\$2,771,453.10	3,709,927	0.18%	97.75%
Mar-06	2,189,124,000	2,245,513,008	97.49%	\$2,693,251.86	\$2,986,532.30	5,523,343	0.25%	97.73%
Apr-06	2,288,760,000	2,342,619,023	97.70%	\$2,815,174.80	\$3,115,683.30	3,928,470	0.17%	97.87%
May-06	2,610,813,000	2,692,357,782	96.97%	\$3,237,408.12	\$3,580,835.85	5,227,307	0.19%	97.17%
Jun-06	2,992,447,000	3,070,487,707	97.46%	\$3,710,960.98	\$4,083,748.65	4,407,260	0.14%	97.60%
Jul-06	3,271,454,000	3,360,915,489	97.34%	\$4,056,602.96	\$4,470,017.60	4,330,000	0.13%	97.47%
Aug-06	3,182,143,000	3,278,914,023	97.05%	\$3,945,857.32	\$4,360,955.65	4,157,170	0.13%	97.18%
Sep-06	2,472,175,000	2,539,240,000	97.36%	\$3,065,988.70	\$3,377,189.20	4,242,692	0.17%	97.53%
Oct-06	2,290,903,000	2,358,823,308	97.12%	\$2,840,719.72	\$3,137,235.00	4,540,716	0.19%	97.31%
Nov-06	2,180,207,000	2,227,311,241	97.89%	\$2,703,456.68	\$2,962,323.95	28,850,568	1.30%	99.18%
Dec-06	2,226,395,000	2,288,619,699	97.28%	\$2,760,729.80	\$3,043,864.20	3,979,814	0.17%	97.46%
Jan-07	2,220,804,000	2,280,218,308	97.39%	\$2,753,796.96	\$3,032,690.35	3,980,439	0.17%	97.57%
Feb-07	2,140,510,000	2,201,007,331	97.25%	\$2,654,454.82	\$2,927,339.75	3,710,444	0.17%	97.42%
Mar-07	2,210,108,000	2,255,212,245	98.18%	\$2,741,312.06	\$4,131,937.32	3,891,151	0.17%	98.35%
Apr-07	2,181,740,000	2,251,116,429	96.92%	\$2,705,357.60	\$2,993,984.85	4,352,433	0.19%	97.11%
May-07	2,863,644,000	2,951,900,000	97.01%	\$2,978,988.48	\$3,926,001.00	4,012,875	0.14%	97.15%
Jun-07	3,292,831,000	3,396,024,774	96.96%	\$3,424,545.52	\$4,516,712.95	4,468,064	0.13%	97.09%
Jul-07	3,314,840,000	3,412,423,571	97.14%	\$3,447,433.60	\$4,538,523.35	4,456,650	0.13%	97.27%
Aug-07	2,883,008,000	2,966,379,286	97.19%	\$2,998,328.32	\$3,945,284.45	4,172,900	0.14%	97.33%
Sep-07	2,951,692,000	3,051,590,188	96.73%	\$3,070,294.72	\$4,058,614.95	3,977,217	0.13%	96.86%
Oct-07	2,512,609,400	2,578,045,000	97.46%	\$2,614,883.38	\$3,428,799.85	9,585,389	0.37%	97.83%
Nov-07	2,143,753,000	2,205,810,263	97.19%	\$2,230,952.72	\$2,933,727.65	10,390,297	0.47%	97.66%
Dec-07	2,228,281,000	2,292,016,165	97.22%	\$2,317,412.24	\$3,048,381.50	2,174,944	0.09%	97.31%
Jan-08	2,262,968,000	2,324,208,591	97.37%	\$2,353,486.72	\$3,554,877.04	2,134,597	0.09%	97.46%
Feb-08	2,145,137,000	2,197,527,140	97.62%	\$2,232,195.60	\$3,361,117.76	2,074,217	0.09%	97.71%
Mar-08	2,239,073,000	2,295,015,835	97.56%	\$2,328,635.92	\$3,510,226.72	2,041,091	0.09%	97.65%
Apr-08	2,177,771,000	2,244,319,320	97.03%	\$2,266,101.68	\$3,432,686.40	8,144,629	0.36%	97.40%
May-08	2,474,831,000	2,566,584,008	96.43%	\$2,573,824.24	\$3,925,590.24	4,884,294	0.19%	96.62%
Jun-08	2,604,318,000	2,677,371,376	97.27%	\$2,709,084.64	\$4,095,039.52	1,964,000	0.07%	97.34%
Jul-08	3,152,495,000	3,254,898,777	96.85%	\$3,278,594.80	\$4,978,367.68	2,131,900	0.07%	96.92%
Aug-08	3,184,859,000	3,279,095,181	97.85%	\$3,312,253.36	\$5,015,376.08	2,353,100	0.07%	97.92%
Sep-08	2,552,623,000	2,619,576,751	97.44%	\$2,655,066.48	\$4,006,642.64	2,109,972	0.08%	97.52%
Oct-08	2,302,750,000	2,362,503,982	97.47%	\$2,855,410.00	\$3,613,449.84	7,923,498	0.34%	97.81%
Nov-08	2,096,015,000	2,165,230,363	96.80%	\$2,599,238.12	\$3,311,719.84	2,220,353	0.10%	96.91%
Dec-08	2,256,850,000	2,320,311,736	97.26%	\$2,798,494.00	\$3,548,916.80	2,283,006	0.10%	97.36%
Jan-09	2,293,548,000	2,349,026,333	97.64%	\$2,843,999.52	\$4,131,937.32	2,163,839	0.09%	97.73%
TOTALS (1)	501,245,242,400	515,979,600,221	97.14%	\$652,423,906.27	\$595,909,486.85	525,151,553	0.10%	97.25%

(1) - SINCE MAY 1, 1992

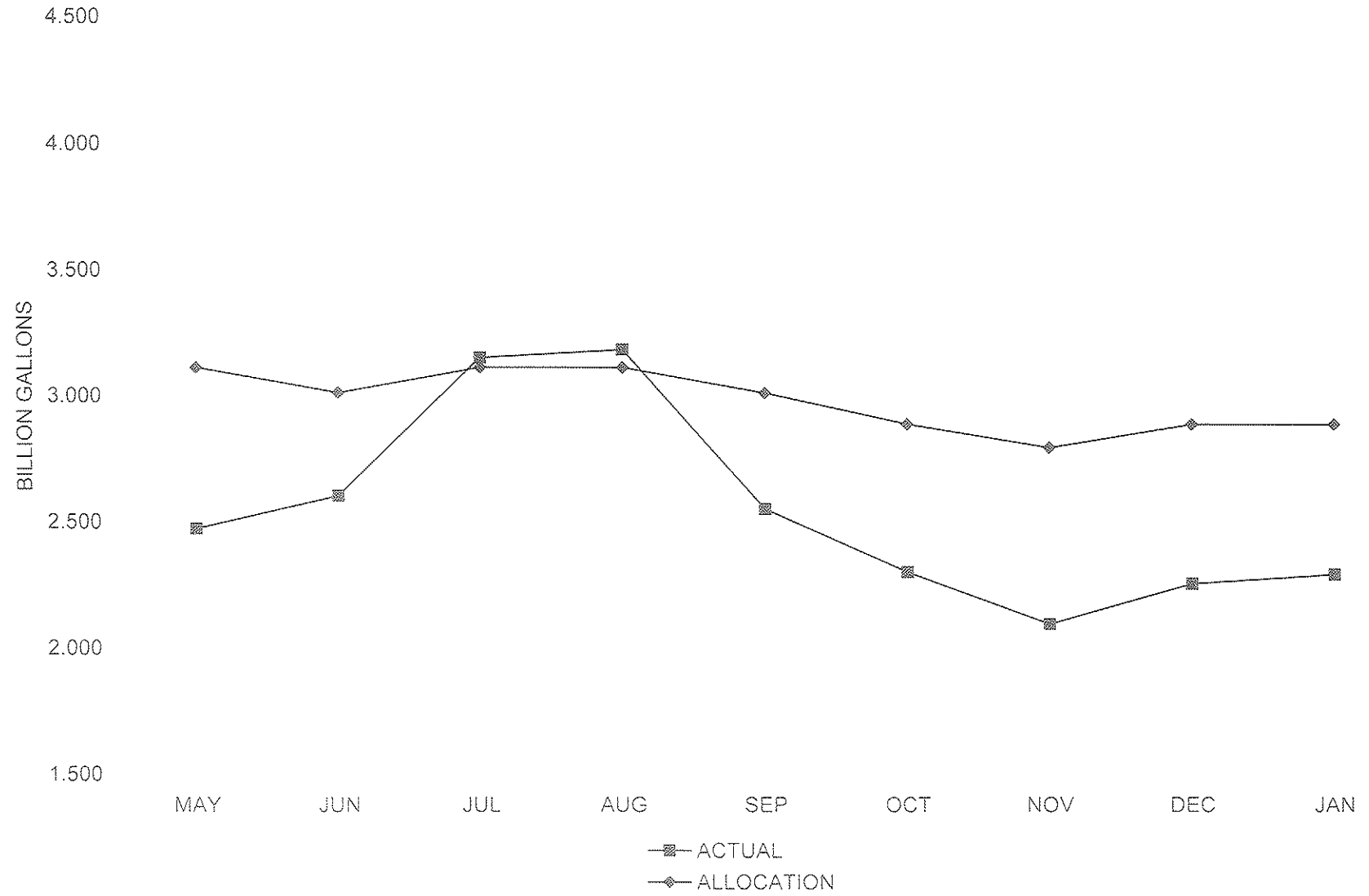
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

DU PAGE WATER COMMISSION SALES  
FY 2008-09 & FY 2007-08 VS. HISTORICAL AVERAGE





DU PAGE WATER COMMISSION SALES  
FY 2008-09 VS. ALLOCATION



DU PAGE WATER COMMISSION

INSTALL POLARIZATION CELL REPLACEMENT DEVICE AT ROV'S (QRE3-004C)  
 ACCT. # 60-6633 AUTHORIZED BY R-35-08  
 RIDGEWOOD ENGINEERING, INC.  
 1411 S. ROSELLE ROAD  
 SCHAUMBURG, IL 60193

	MON 10/13/08	TUE 10/14/08	WED 10/15/08	FRI 10/17/08	MON 10/20/08	MON 10/27/08	TUE 10/28/08	THU 10/30/08
LABOR								
ELEC. - (J. ZIEMBA)						8.00		8.00
ELEC. - (F. BARTOLI)		3.00	8.00	8.00	8.00		8.00	
ELEC. - (D. LO BELLO)	8.00	3.00	8.00	8.00	8.00	8.00		8.00
SUPPLIES								
STEINER ELECTRIC COMPANY - INVOICE # S002713457.001			68.69					
AMPERAGE ELECTRICAL SUPPLY, INC. - INVOICE # 0273361-INV			249.79					
MC MASTER-CARR SUPPLY CO. - INVOICE # 12786266					307.23			
AMPERAGE ELECTRICAL SUPPLY, INC. - INVOICE # 0279444-INV							32.80	
STEINER ELECTRIC COMPANY - INVOICE # S002746472.001								
STEINER ELECTRIC COMPANY - INVOICE # S002754012.001								
EQUIPMENT								
FORD E-350 VAN	8.00	6.00	16.00	16.00	16.00	16.00		16.00
AEMC GROUND TESTER								

DU PAGE WATER COMMISSION

INSTALL POLARIZATION CELL REPLACEMENT DEVICE AT ROV'S (QRE3-004C)  
 ACCT. # 60-6633 AUTHORIZED BY R-35-08  
 RIDGEWOOD ENGINEERING, INC.  
 1411 S. ROSELLE ROAD  
 SCHAUMBURG, IL 60193

	FRI 10/31/08	MON 11/03/08	WED 11/05/08	THU 11/06/08	MON 11/10/08	TUE 11/11/08	WED 11/12/08	THU 11/13/08
LABOR								
ELEC. - (J. ZIEMBA)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
ELEC. - (F. BARTOLI)					3.00	3.00		
ELEC. - (D. LO BELLO)	8.00	8.00	8.00	8.00	8.00		8.00	8.00
SUPPLIES								
STEINER ELECTRIC COMPANY - INVOICE # S002713457.001								
AMPERAGE ELECTRICAL SUPPLY, INC. - INVOICE # 0273361-INV								
MC MASTER-CARR SUPPLY CO. - INVOICE # 12786266								
AMPERAGE ELECTRICAL SUPPLY, INC. - INVOICE # 0279444-INV								
STEINER ELECTRIC COMPANY - INVOICE # S002746472.001				266.84				
STEINER ELECTRIC COMPANY - INVOICE # S002754012.001								13.11
EQUIPMENT								
FORD E-350 VAN	16.00	16.00	16.00	16.00	16.00	11.00	16.00	16.00
AEMC GROUND TESTER								

DU PAGE WATER COMMISSION

INSTALL. POLARIZATION CELL REPLACEMENT DEVICE AT ROV'S (QRE3-004C)  
 ACCT. # 60-6633 AUTHORIZED BY R-35-08  
 RIDGEWOOD ENGINEERING, INC.  
 1411 S. ROSELLE ROAD  
 SCHAUMBURG, IL 60193

	FRI 11/14/08	SAT 11/15/08	HOURS UNITS	RATE	EXTENTION	FEE	AMOUNT
LABOR							
ELEC. - (J. ZIEMBA)	8.00	8.00	96.00	62.24	5,974.93		
ELEC. - (F. BARTOLI)			41.00	62.24	2,551.79		
ELEC. - (D. LO BELLO)	8.00		115.00	62.24	7,157.47		
					<u>15,684.19</u>	34.00%	21,016.81
SUPPLIES							
STEINER ELECTRIC COMPANY - INVOICE # S002713457.001					68.69		
AMPERAGE ELECTRICAL SUPPLY, INC. - INVOICE # 0273351-INV					249.79		
MC MASTER-CARR SUPPLY CO. - INVOICE # 12786266					307.23		
AMPERAGE ELECTRICAL SUPPLY, INC. - INVOICE # 0279444-INV					32.80		
STEINER ELECTRIC COMPANY - INVOICE # S002746472.001					266.84		
STEINER ELECTRIC COMPANY - INVOICE # S002754012.001					13.11		
					<u>0.00</u>		
					938.46	15.00%	1,079.23
EQUIPMENT							
FORD E-350 VAN	16.00	8.00	241.00	22.50	5,422.50		
AEMC GROUND TESTER		216.00	216.00	2.68	578.88		
					<u>6,001.38</u>	12.00%	6,721.55
							<u>28,817.59</u>

COPIED FROM :

for  
 20-6633

1/28/09  
 28,817.59

DATE

APPROVED

*[Signature]*

*[Signature]*

## DU PAGE WATER COMMISSION

WATERMAIN REPAIR AT METER STATION 23B -WOOD DALE (QR8-005A)

ACCT # 60-6631 AUTHORIZED BY R-47-08

ROSSI CONTRACTORS

201 WEST LAKE STREET

NORTHLAKE, IL 60164

	SAT 09/27/08	MON 09/29/08	TUE 09/30/08	WED 10/01/08	HOURS UNITS	RATE	EXTENTION	FEE	AMOUNT
LABOR									
LABOR FOREMAN - (R SHERLEY)	8.00	8.00	8.00	8.00	32.00	51.27	1,640.64		
LABOR FOREMAN - OT (R SHERLEY)	0.50				0.50	69.15	34.58		
OPERATOR - (A. AGRELLA)	8.00	8.00	8.00	8.00	32.00	62.53	2,000.96		
OPERATOR - OT (A. AGRELLA)	0.50	0.50	0.50	0.50	2.00	83.53	167.06		
LABOR BOTTOM - (M. BIRARDI)		8.00	8.00		16.00	50.62	809.92		
LABOR BOTTOM - (R. FUENTES)	8.00	8.00	8.00	8.00	32.00	50.62	1,619.84		
LABOR BOTTOM - OT (R. FUENTES)					0.00	68.17	0.00		
LABOR BOTTOM - (IS ZEPEDA)	8.00				8.00	50.62	404.96		
LABOR BOTTOM - OT (IS ZEPEDA)					0.00	68.17	0.00		
LABOR BOTTOM - (IG. ZEPEDA)				8.00	8.00	50.62	404.96		
LABOR TOP - (IG. ZEPEDA)	8.00	8.00	8.00		24.00	50.27	1,206.48		
LABOR TOP - (A. SAFINSKI)	8.00				8.00	50.27	402.16		
TRUCK DRIVER - (J. O'SHEA)	8.00		8.00	8.00	24.00	43.60	1,046.40		
TRUCK DRIVER - (J. FALBO)	8.00				8.00	43.60	348.80		
TRUCK DRIVER - (J. SCHMIDT)		8.00			8.00	43.60	348.80		
TRUCK DRIVER - (C. MORAVEC)				8.00	8.00	43.60	348.80		
WELDER - (S. MEYERS)		8.00	8.00		16.00	65.53	1,048.48		
							<u>11,832.84</u>	40.00%	16,565.98
MATERIAL									
R & R MATERIALS - INVOICE # 43932	315.40	880.84					1,196.24		
ZIEBELL WATER SERVICE PRODUCTS, INC. - INVOICE # 201680-000	475.76						475.76		
CORRPRO COMPANIES, INC. - INVOICE # J1159424		327.00					327.00		
READY ELECTRIC SUPPLY - INVOICE # 6830				5.08			5.08		
WARNIMONT'S HARDWARE & RENTAL - INVOICE # B61312				23.16			23.16		
							<u>2,027.24</u>	10.00%	2,229.96
EQUIPMENT									
F-600 STEP VAN	8.00	8.00	8.00		24.00	30.49	731.76		
F-250 PICKUP TRUCK	16.50	16.00	16.00	8.00	56.50	17.75	1,002.88		
320L BACKHOE	8.50	8.50	8.50	8.50	34.00	101.48	3,450.32		
SEMI DUMP TRACTOR	16.00	8.00	8.00	16.00	48.00	77.64	3,726.72		
SEMI DUMP TRAILER	8.00	8.00	8.00	8.00	32.00	18.83	602.56		
LOWBOY TRAILER	4.00			4.00	8.00	18.38	147.04		
DROP DECK TRAILER	4.00			4.00	8.00	14.91	119.28		
8'X20'X1" TRAFFIC PLATE	4.00	4.00	4.00	4.00	16.00	33.00	528.00		
8'X12'X1" TRAFFIC PLATE	1.00	1.00	1.00	1.00	4.00	20.00	80.00		
8'X8' TRENCH BOX	1.00	1.00	1.00	1.00	4.00	84.00	336.00		
PORTABLE WELDER		8.00	8.00		16.00	8.28	132.48		
GENERATOR		8.00			8.00	10.14	81.12		
2" ELECTRIC PUMP		8.00			8.00	2.58	20.64		
2" ELECTRIC PUMP HOSE		8.00			8.00	0.10	0.80		
							<u>10,959.60</u>	10.00%	12,055.56

30,851.50

DU PAGE WATER COMMISSION

INSTALLATION OF 24" VALVE @ TANK SITE #4W - LISLE TOWNSHIP (QR8-006A)  
 ACCT. # 60-6633 AUTHORIZED BY R-62-08  
 ROSSI CONTRACTORS  
 201 WEST LAKE STREET  
 NORTHLAKE, IL 60164

	THU 12/04/08	HOURS UNITS	RATE	EXTENTION	FEE	AMOUNT
LABOR						
LABOR FOREMAN - (M. BIRARDI)	4.00	4.00	51.27	205.08		
LABOR BOTTOM - (R. FUENTES)	8.00	8.00	50.62	404.96		
LABOR BOTTOM - OT (R. FUENTES)	1.00	1.00	68.17	68.17		
LABOR BOTTOM - (I. ZEPEDA)	8.00	8.00	50.62	404.96		
LABOR BOTTOM - OT (I. ZEPEDA)	1.00	1.00	68.17	68.17		
				<u>1,151.34</u>	40.00%	1,611.88
MATERIAL						
HENRY PRATT CO. - INVOICE # 1726159	1,000.00			1,000.00		
ADVANCED WELDING AND EQUIPMENT INC. - INVOICE # G 902591	3,036.40			3,036.40		
ALL-WAYS FASTENERS, INC. - INVOICE # 62308	2,923.20			2,923.20		
				<u>6,959.60</u>	10.00%	7,655.56
EQUIPMENT						
F-250 PICKUP TRUCK	4.00	4.00	17.75	71.00		
F-350 DUMP TRUCK	9.00	9.00	28.29	254.61		
				<u>325.61</u>	10.00%	358.17
						<u>9,625.61</u>

(S) JWS  
 60-6633  
 1/29/09  
 9,625.61  
 [Signature]  
 [Signature]

WATERMAIN LEAK AT 1314 W 55TH ST - DOWNERS GROVE (QR8-007A)

ACCT # 60-6631 AUTHORIZED BY R-62-08

ROSSI CONTRACTORS

201 WEST LAKE STREET

NORTHLAKE, IL 60164

	WED 11/05/08	THU 11/06/08	HOURS UNITS	RATE	EXTENTION	FEE	AMOUNT
LABOR							
LABOR FOREMAN - (M. BIRARDI)	8.00	8.00	16.00	51.27	820.32		
LABOR FOREMAN - OT (M. BIRARDI)	4.00	0.50	4.50	69.15	311.18		
OPERATOR - (J. HEBEL)	8.00	8.00	16.00	62.53	1,000.48		
OPERATOR - OT (J. HEBEL)	4.00	0.50	4.50	83.53	375.89		
LABOR BOTTOM - (V. SAPONIERI)	8.00		8.00	50.62	404.96		
LABOR BOTTOM - OT (V. SAPONIERI)	4.00		4.00	68.17	272.68		
LABOR BOTTOM - (R. FUENTES)	8.00	8.00	16.00	50.62	809.92		
LABOR BOTTOM - OT (R. FUENTES)	4.00	0.50	4.50	68.17	306.77		
LABOR BOTTOM - (H. GUTIERREZ)	8.00	8.00	16.00	50.62	809.92		
LABOR BOTTOM - OT (H. GUTIERREZ)	4.00	0.50	4.50	68.17	306.77		
LABOR BOTTOM - (P. BOENZI)		8.00	8.00	50.62	404.96		
LABOR BOTTOM - OT (P. BOENZI)		0.50	0.50	68.17	34.08		
TRUCK DRIVER - (B. KUCINSKI)	8.00	8.00	16.00	43.60	697.60		
TRUCK DRIVER - OT (B. KUCINSKI)	3.50	0.50	4.00	59.18	236.72		
TRUCK DRIVER - (G. HENAO)	8.00	8.00	16.00	43.60	697.60		
TRUCK DRIVER - OT (G. HENAO)	0.50	0.50	1.00	59.18	59.18		
TRUCK DRIVER - (J. O'SHEA)	4.00	4.00	8.00	43.60	348.80		
TRUCK DRIVER - (J. FALBO)		8.00	8.00	43.60	348.80		
TRUCK DRIVER - OT (J. FALBO)		0.50	0.50	59.18	29.59		
					<u>8,276.22</u>	40.00%	11,586.71
MATERIAL							
R & R MATERIALS - INVOICE # 43998	1,520.84	612.70			2,133.54		
NAFISCO, INC - INVOICE # 90294	1,551.10				1,551.10		
DU PAGE COUNTY DIVISION OF TRANSPORTATION - D083443	30.00				30.00		
KING CUT CONCRETE CUTTERS INC - INVOICE # 8966	350.00				350.00		
ADVANCED WELDING AND EQUIPMENT INC - INVOICE # G 902592	518.00				518.00		
DU PAGE MATERIALS COMPANY - INVOICE # 59079MB		66.00			66.00		
DU PAGE MATERIALS COMPANY - INVOICE # 59080MB		469.30			469.30		
					<u>0.00</u>		
					<u>5,117.94</u>	10.00%	5,629.73
EQUIPMENT							
F-600 STEPVAN	12.00	8.50	20.50	30.49	625.05		
F-250 PICKUP TRUCK	12.00	8.50	20.50	17.75	363.88		
320L BACKHOE	12.00	8.50	20.50	101.48	2,080.34		
SEMI DUMP TRACTOR	24.00	21.00	45.00	77.64	3,493.80		
SEMI DUMP TRAILER	20.00	17.00	37.00	18.83	696.71		
LOWBOY TRAILER	4.00	4.00	8.00	18.38	147.04		
8'X12'X1" TRAFFIC PLATE	5.00	5.00	10.00	20.00	200.00		
8'X8' TRENCH BOX	1.00	1.00	2.00	84.00	168.00		
GENERATOR	16.00		16.00	10.14	162.24		
3" ELECTRIC PUMP	16.00		16.00	4.71	75.36		
3" ELECTRIC PUMP HOSE	16.00		16.00	0.16	2.56		
F-350 DUMP TRUCK		8.50	8.50	28.29	240.47		
F-650 DUMP TRUCK		8.50	8.50	40.43	343.66		
SKID LOADER		8.50	8.50	36.65	311.53		
ASPHALT ROLLER/COMPACTOR		8.50	8.50	20.31	172.64		
BOBCAT TRAILER		8.50	8.50	2.92	24.82		
					<u>9,108.10</u>	10.00%	10,018.91

27,235.35

CITY & COUNTY  
LOCAL GOVERNMENT Update



Your One-Click Monday  
Morning News Fix



 PRINT THIS

Sponsored

by



## At the breaking point

Jan 1, 2009 12:00 PM, By Robert Barkin

The sorry state of the country's water infrastructure and what it means if we don't fix it.



Residents of a neighborhood on the southeast side of San Antonio awoke Dec. 12, 2008, to a mess outside their homes. A water main had broken, spilling water over lawns and damaging Christmas decorations. The San Antonio Water Systems (SAWS) spokesperson attributed the break to drought and the age of the pipes.

The San Antonio neighborhood was not the only one in the city to experience a water main break last year. According to SAWS, the water district had 800 more breaks in 2008 than in the previous year, an 80 percent jump. And San Antonio's pipe bursts were not isolated. A Dec. 12 Internet search using the term "water mains breaking" found 3,293 items. Granted, the time span was greater than one day, but the sheer volume of news stories on the subject is a good indication of the size of the problem. For example:

- A water main break in Las Vegas flooded the area near the University Medical Center of Southern Nevada, closing a number of streets.
- A water main break in Elyria, Ohio, spewed water onto the Ohio Turnpike, turning one lane into an icy hazard. "This happens all the time in the wintertime," said Elyria's Assistant Safety Service



Director Jim Hutchson.

And, in one of the biggest water main breaks in recent history, a 66-inch main broke in Bethesda, Md., making national news just before last Christmas. The break poured 150,000 gallons per minute down a major road, coincidentally named River Road, in a rush that marooned a dozen commuters in their cars until helicopters could lift them to safety. That was only one of 1,709 water main breaks and leaks in Montgomery and Prince George's counties in 2008, the fifth worst year since 1984, according to the Washington Suburban Sanitary Commission (WSSC). WSSC's record for water main breaks and leaks in one year is 2,129, set in 2007. "We're plagued by old pipes," explained John White, spokesman for the local water utility.

The anecdotal evidence is supported by several national studies that have concluded that water infrastructure — for both drinking water and wastewater — is badly in need of an infusion of funding to rebuild aging pipes and plants. Unless the nation undertakes a concerted effort in the next two decades, the studies predict more pipe breaks and water shortages and a return to the pollution levels last seen before the enactment of the Clean Water Act of 1972, when rivers were catching fire and swimming holes were closed because of excessive bacteria, according to the Alexandria, Va.-based Water Environment Federation (WEF).

Experts from the U.S. Environmental Protection Agency (EPA) and the Reston, Va.-based American Society of Civil Engineers (ASCE) predict that the nation faces a calamity if spending is not increased by as much as \$450 billion over the next 20 years to maintain and repair drinking water and wastewater networks. They foresee a future of ruptured pipes and sinkholes, tainted drinking water and sewage-saturated rivers and lakes. "Our nation's water infrastructure needs have grown while federal funding has declined," says Rep. Earl Blumenauer, D-Ore., a long-time advocate of investment in transportation and water systems. "We urgently need a new federal commitment to significantly increase investment in our water infrastructure."

## Falling further behind

In the most authoritative assessment of the nation's infrastructure needs, the EPA published "The Drinking Water and Clean Water Infrastructure Gap Analysis" in 2002 that estimates the gap between historical funding trends and needs from 2000 to 2019 to be as much as \$450 billion. For wastewater, the estimates of investment needs and spending used to calculate the gaps cover all of the approximately 16,000 publicly owned treatment works. For drinking water, the analysis covers the approximately 54,000 community water systems and the 21,400 not-for-profit non-community water systems in the 50 states, U.S. territories and tribal areas.

In its 2002 analysis, the EPA estimated current capital spending at a pace of \$13 billion per year for clean water and of \$10.4 billion per year for drinking water. The capital payments gap — calculated by subtracting the current spending from the capital payment needs — amounted to as much as \$177 billion for clean water and as much as \$267 billion for drinking water. Other studies from the Congressional Budget Office, the Water Infrastructure Network and the Denver-based American Water Works Association (AWWA) all have drawn similar conclusions, though the actual estimates vary.

"The bottom line is that we will need to spend hundreds of billions of dollars for drinking water and wastewater in the next 20 years," says Tom Curtis, deputy executive director for government affairs for AWWA, the association representing municipal drinking water utilities. "Drinking water has tremendous needs, and wastewater needs are just as great."



## DuPage Water Commission MEMORANDUM

TO: Robert Martin, General Manager

FROM: R. Max Richter, Financial Administrator *RMR*

DATE: February 6, 2009

SUBJECT: Financial Report – January

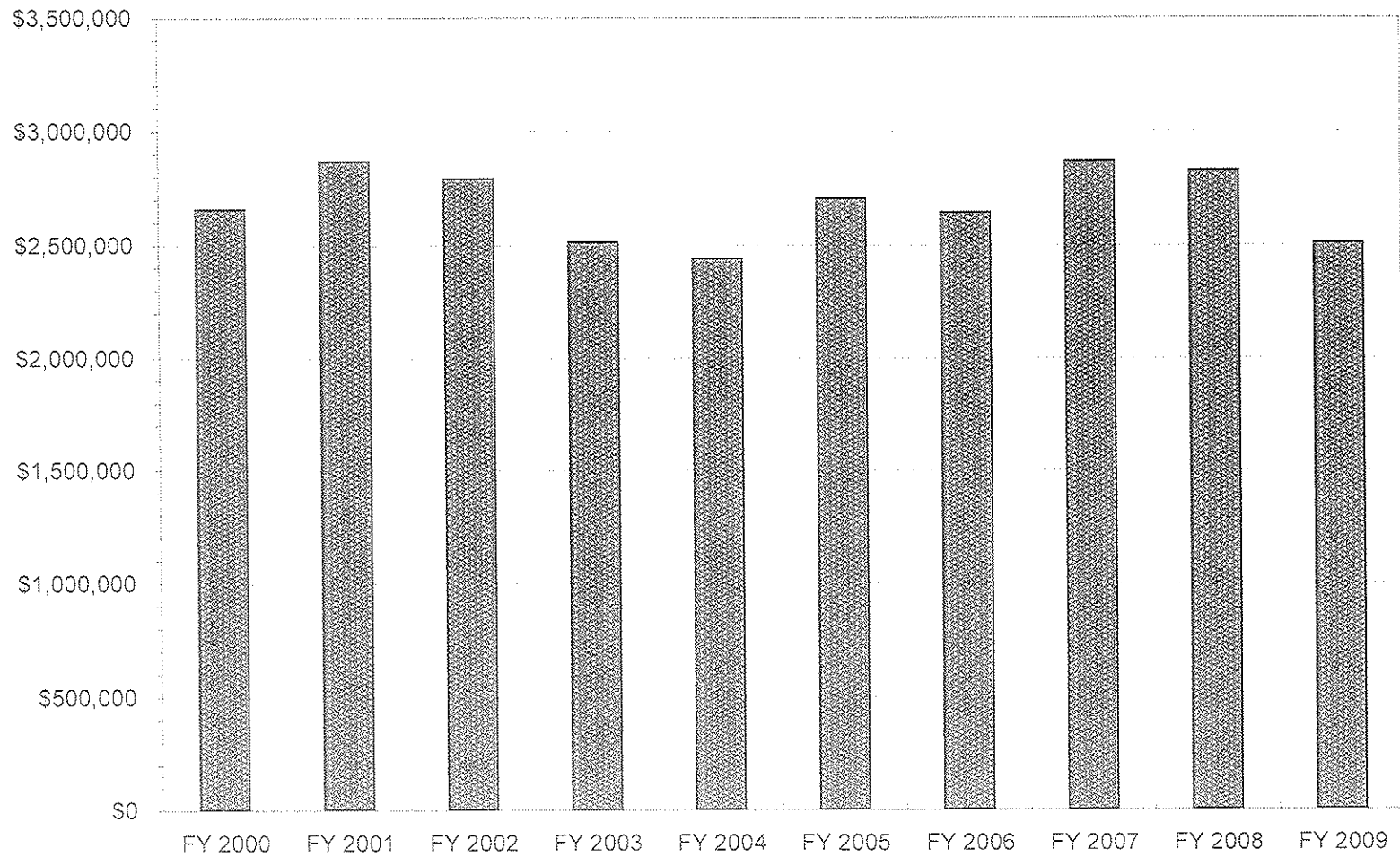
- Water sales for the month are under budget by \$0.1 million (1.7%) and for the year under budget by \$6.8 million (21.0%). Sales are \$0.5 million (20.8%) more than the same month for last fiscal year. Year-to-date sales are \$0.2 million (0.7%) more than last fiscal year.
- Water purchases from Chicago for the month are over budget by \$0.2 million (3.6%) and for the year under budget by \$8.4 million (18.7%). Purchases are \$0.6 million (16.2%) more than the same month for last fiscal year and year-to-date are \$2.7 million (7.9%) more than last fiscal year.
- January sales tax collections (October sales) were \$318,394 (11.2%) less than the same period last fiscal year. Year-to-date sales tax collections are \$1.5 million (5.4%) less than last fiscal year.
- Commission's investment portfolio had a market value of \$76.7 million on January 31, 2009. The original purchase price of the portfolio was \$77.1 million. The portfolio was earning approximately 1.092% based on market yield and 1.451% based on original purchase price.
- Following is a summary of the Historical Check Report and Accounts Payable for the February 12, 2009 Commission meeting:

January A/P History Check Report (1)		\$4,367,854.50
Holland & Knight	\$636.00	
Ridgewood Engineering, Inc.	28,817.59	
Rossi Contractors, Inc.	67,712.46	
A/P Regular Open Item Register		97,166.05
	Total	<u>\$4,465,020.55</u>

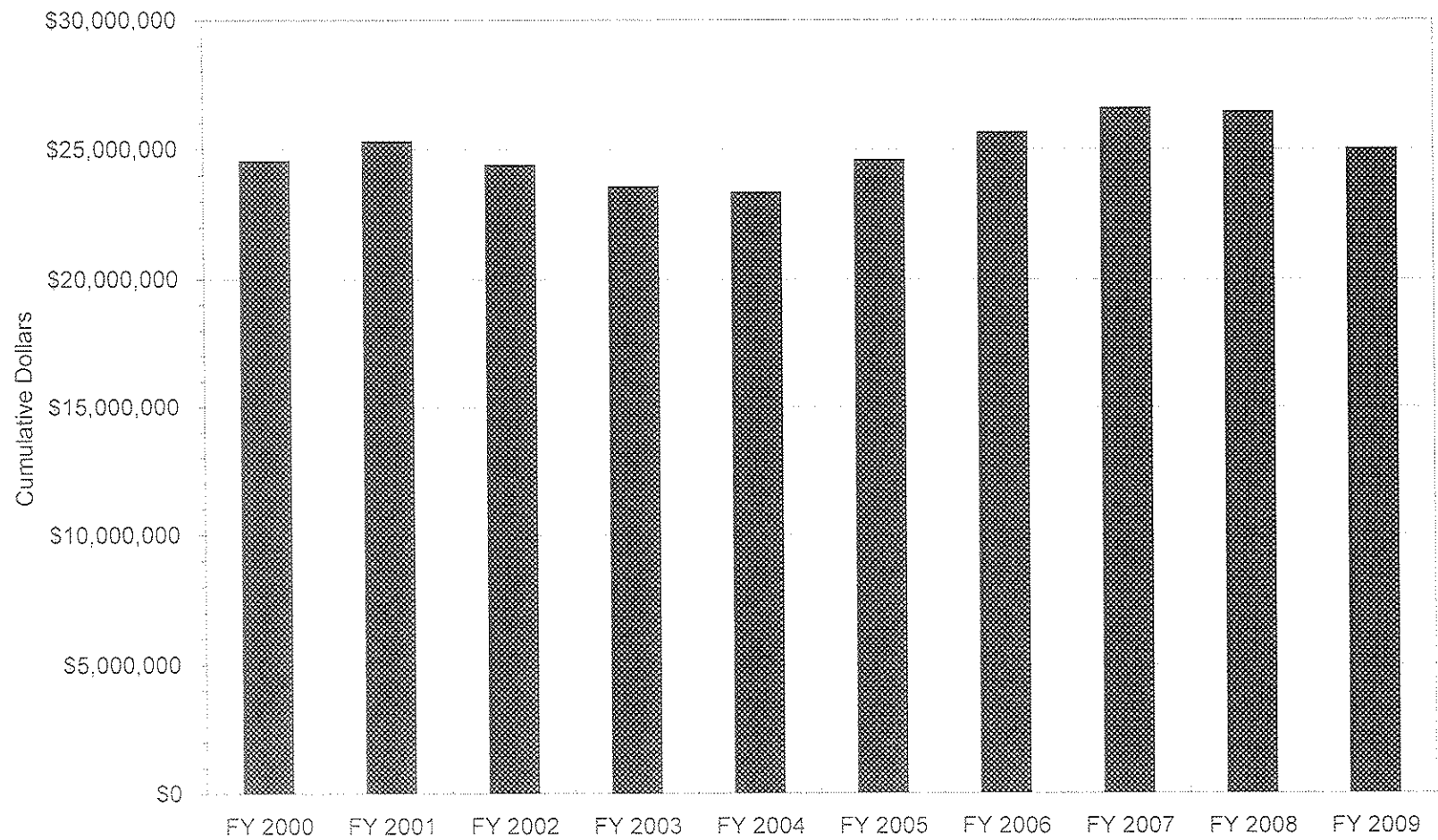
1) Previously authorized.

cc: Chairman and Commissioners

DuPage Water Commission  
Sales Tax Collected - Current Month



DuPage Water Commission  
Sales Tax Collections - Year to Date



	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<b>REVENUE SUMMARY</b>							
WATER SERVICE	48,698,950.00	3,502,928.52	0.00	31,558,247.52	0.00	17,140,702.48	64.80
TAXES	36,268,083.00	2,510,670.06	0.00	25,008,906.66	0.00	11,259,176.34	68.96
OTHER INCOME	4,449,291.00	97,924.12	0.00	1,437,826.20	0.00	3,011,464.80	32.32
TOTAL REVENUES	89,416,324.00	6,111,522.70	0.00	58,004,980.38	0.00	31,411,343.62	64.87
<b>EXPENDITURE SUMMARY</b>							
<b>ADMINISTRATION</b>							
PERSONNEL SERVICES	4,502,215.37	341,918.73	0.00	2,883,004.48	0.00	1,619,210.89	64.04
CONTRACT SERVICES	1,211,665.00	40,415.34	0.00	491,144.11	0.00	720,520.89	40.53
INSURANCE	831,874.00	65,853.49	0.00	547,402.23	0.00	284,471.77	65.80
OPERATIONAL SUPPORT SRVS	966,339.00	49,618.94	0.00	601,387.05	0.00	364,951.95	62.23
WATER OPERATION	65,608,960.00	4,500,690.37	0.00	41,038,062.07	0.00	24,570,897.93	62.55
BOND INTEREST	6,767,972.00	573,712.75	0.00	5,152,970.16	0.00	1,615,001.84	76.14
CAPITAL	6,991,524.00	590,902.73	0.00	5,197,560.73	0.00	1,793,963.27	74.34
WORK IN PROGRESS	17,882,500.00	104,644.34	0.00	1,402,451.10	0.00	16,480,048.90	7.84
TOTAL ADMINISTRATION	4,763,049.37	6,267,756.69	0.00	57,313,981.93	0.00	47,449,067.44	54.71
TOTAL EXPENDITURES	4,763,049.37	6,267,756.69	0.00	57,313,981.93	0.00	47,449,067.44	54.71
REVENUE OVER/(UNDER) EXPENDITURES	(15,346,725.37)	( 156,233.99)	0.00	690,998.45	0.00	(16,037,723.82)	4.50-

## BALANCE SHEET

AS OF: JANUARY 31ST, 2009

01 -WATER FUND

ACCOUNT #	ACCOUNT NAME	2007-2008 BALANCE	2008-2009 BALANCE
<u>ASSETS</u>			
=====			
<u>CURRENT</u>			
CASH		74,777.24	75,901.53
INVESTMENTS		89,150,731.33	76,662,614.68
ACCOUNTS RECEIVABLE			
WATER SALES		4,273,753.93	5,313,227.91
INTEREST RECEIVABLE		891,296.98	563,814.06
OTHER		8,564,345.42	8,315,260.00
INVENTORY & PREPAIDS		<u>717,331.40</u>	<u>606,694.42</u>
TOTAL CURRENT ASSETS		103,672,236.30	91,537,512.60
<u>NONCURRENT ASSETS</u>			
FIXED ASSETS		447,605,548.58	448,276,568.01
LESS:ACCUMULATED DEPRECIATION	( 97,500,462.06)		(104,116,859.12)
CONSTRUCTION WORK IN PROGRESS		21,553,558.70	23,871,843.06
LONG TERM RECEIVABLES		5,637,191.54	5,637,191.54
DEFERRED WATER SUPPLY CONTRACTS		<u>0.00</u>	<u>0.00</u>
TOTAL NONCURRENT ASSETS		<u>377,295,836.76</u>	<u>373,668,743.49</u>
TOTAL ASSETS		480,968,073.06	465,206,256.09
=====			
<u>LIABILITIES</u>			
=====			
<u>CURRENT LIABILITIES</u>			
ACCOUNTS PAYABLE		4,986,506.84	4,960,753.74
BONDS PAYABLE		19,840,000.00	20,830,000.00
DUE TO THE COUNTY		0.00	0.00
ACCRUED INTEREST		2,292,526.05	1,955,234.38
CONTRACT RETENTION		117,070.50	689,980.36
DEFERRED REVENUE		<u>2,500,757.97</u>	<u>2,299,765.70</u>
TOTAL CURRENT LIABILITIES		29,736,861.36	30,735,734.18
<u>NONCURRENT LIABILITIES</u>			
REVENUE BONDS		87,912,844.55	78,663,459.56
GENERAL OBLIGATION BONDS		35,604,427.07	24,248,164.70
DUE TO THE COUNTY		<u>0.00</u>	<u>0.00</u>
TOTAL NONCURRENT LIABILITIES		123,517,271.62	102,911,624.26
TOTAL LIABILITIES		153,254,132.98	133,647,358.44
=====			
BEGINNING EQUITY/RESERVES		362,973,609.61	330,867,899.20
TOTAL REVENUE		60,351,172.54	58,004,980.38
TOTAL EXPENSES		<u>95,610,842.07</u>	<u>57,313,981.93</u>
TOTAL EQUITY/RESERVES	( 35,259,669.53)		<u>690,998.45</u>
NET ASSETS		480,968,073.06	465,206,256.09
=====			

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2009

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 01/31/09	BID PRICE 01/31/09
Water Fund Depository Accounts (01-1210)											
Illinois Funds-Money Market	0.445%	01/31/09	02/01/09	0.445%	0.445%	\$ 1,071,145.56	\$ 1,071,145.56	\$ -	\$ 1,071,145.56	\$ -	100.000
Illinois Funds-Prime Fund	0.967%	01/31/09	02/01/09	0.967%	0.967%	1,226,620.21	1,226,620.21	-	1,226,620.21	-	100.000
				0.724%	0.724%	\$ 2,297,765.77	\$ 2,297,765.77	\$ -	\$ 2,297,765.77	\$ -	
Water Fund Oper. & Maint. Acct. (01-1211)											
Illinois Funds-Money Market	0.471%	01/31/09	02/01/09	0.445%	0.445%	\$ 5,383,691.74	\$ 5,383,691.74	\$ -	\$ 5,383,691.74	\$ -	100.000
Illinois Funds-Prime Fund	0.925%	01/31/09	02/01/09	0.967%	0.967%	6,310,987.69	6,310,987.69	-	6,310,987.69	-	100.000
				0.727%	0.727%	\$ 11,694,679.43	\$ 11,694,679.43	\$ -	\$ 11,694,679.43	\$ -	
Revenue Bond Interest Account (01-1212)											
One Group Government Money Market	0.000%	01/31/09	02/01/09	0.000%	0.000%	\$ 284.14	\$ 284.14	\$ -	\$ 284.14	\$ -	100.000
U. S. Treas. Notes (JP Morgan)	4.500%	11/17/08	04/30/09	0.707%	0.238%	591,000.00	599,310.94	(1,823.79)	601,134.73	6,648.75	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	12/16/08	04/30/09	0.017%	0.238%	384,000.00	389,400.00	(1,020.00)	390,420.00	4,320.00	101.406
U. S. Treas. Bills (JP Morgan)	0.000%	01/13/09	04/30/09	0.071%	0.233%	393,000.00	392,766.82	(151.41)	392,918.23	-	99.941
				0.332%	0.237%	\$ 1,368,284.14	\$ 1,381,761.90	\$ (2,995.20)	\$ 1,384,757.10	\$ 10,966.75	
Revenue Bond Principal (01-1213)											
One Group Government Money Market	0.000%	01/31/09	02/01/09	0.000%	0.000%	\$ 332.05	\$ 332.05	\$ -	\$ 332.05	\$ -	100.000
U. S. Treas. Notes (JP Morgan)	4.500%	05/07/08	04/30/09	1.915%	0.238%	1,368,000.00	1,367,237.50	(14,962.50)	1,402,200.00	15,390.00	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	08/23/08	04/30/09	2.450%	0.238%	780,000.00	790,968.75	(2,437.50)	793,406.25	8,775.00	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	07/18/08	04/30/09	2.076%	0.238%	776,000.00	786,912.50	(3,758.75)	790,671.25	8,730.00	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	08/14/08	04/30/09	1.996%	0.238%	775,000.00	785,898.44	(2,754.88)	788,653.32	8,718.75	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	09/12/08	04/30/09	1.910%	0.238%	773,000.00	783,870.31	(1,690.94)	785,561.25	8,696.25	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	10/09/08	04/30/09	1.136%	0.238%	769,000.00	779,814.06	(3,604.69)	783,418.75	8,661.25	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	11/17/08	04/30/09	0.707%	0.238%	899,000.00	911,642.19	(2,774.26)	914,416.45	10,113.75	101.406
U. S. Treas. Notes (JP Morgan)	4.500%	12/16/08	04/30/09	0.017%	0.238%	780,000.00	790,968.75	(2,071.86)	793,040.63	8,775.00	101.406
U. S. Treas. Bills (JP Morgan)	0.000%	01/13/09	04/30/09	0.071%	0.233%	799,000.00	798,525.93	(307.83)	798,833.76	-	99.941
				1.394%	0.238%	\$ 7,719,332.05	\$ 7,816,170.48	\$ (34,363.23)	\$ 7,850,533.71	\$ 77,850.00	
Revenue Bond Debt Svc. Reserve (01-1214)											
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Oper. & Maint. Res. (01-1215)											
Illinois Funds-Money Market	0.445%	01/31/09	02/01/09	0.445%	0.445%	\$ 6,558,571.77	\$ 6,558,571.77	\$ -	\$ 6,558,571.77	\$ -	100.000
Illinois Funds-Prime Fund	0.957%	01/31/09	02/01/09	0.957%	0.957%	6,973,368.71	6,973,368.71	-	6,973,368.71	-	100.000
				0.714%	0.714%	\$ 13,531,940.48	\$ 13,531,940.48	\$ -	\$ 13,531,940.48	\$ -	

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
January 31, 2009

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 01/31/09	SID PRICE 01/31/09
Water Fund Depreciation Account (01-1216)											
Illinois Funds-Money Market	0.445%	01/31/09	02/01/09	0.445%	0.445%	\$ 1,522,870.32	\$ 1,522,870.32	\$ -	\$ 1,522,870.32	\$ -	100.000
Illinois Funds-Prime Fund	0.967%	01/31/09	02/01/09	0.967%	0.967%	3,872,805.43	3,872,805.43	-	3,872,805.43	-	100.000
				0.820%	0.820%	\$ 5,395,675.75	\$ 5,395,675.75	\$ -	\$ 5,395,675.75	\$ -	
Water Fund General Account (01-1217)											
Illinois Funds-Money Market	0.445%	01/31/09	02/01/09	0.445%	0.445%	\$ -	\$ -	\$ -	\$ -	\$ -	100.000
Illinois Funds-Prime Fund	0.967%	01/31/09	02/01/09	0.967%	0.967%	-	-	-	-	-	100.000
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund General Account (01-1218)											
Illinois Funds-Money Market	0.445%	01/31/09	02/01/09	0.445%	0.445%	\$ -	\$ -	\$ -	\$ -	\$ -	100.000
Illinois Funds-Prime Fund	0.967%	01/31/09	02/01/09	0.967%	0.967%	-	-	-	-	-	100.000
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax Funds (01-1230)											
Illinois Funds-Money Market	0.445%	01/31/09	02/01/09	0.445%	0.445%	\$ 479,782.07	\$ 479,782.07	\$ -	\$ 479,782.07	\$ -	100.000
Illinois Funds-Prime Fund	0.967%	01/31/09	02/01/09	0.967%	0.967%	-	-	-	-	-	100.000
Cert. of Deposit (Winfield Community Bank)	3.000%	08/17/08	08/15/09	3.000%	3.000%	2,500,000.00	2,500,000.00	-	2,500,000.00	48,849.32	100.000
Cert. of Deposit (West Suburban Bank)	3.100%	07/17/08	07/17/09	3.100%	3.100%	5,935,100.00	5,935,100.00	-	5,935,100.00	99,807.24	100.000
Cert. of Deposit (Suburban Bank & Trust)	3.600%	10/16/08	10/16/09	3.600%	3.600%	6,000,000.00	6,000,000.00	-	6,000,000.00	63,320.55	100.000
Cert. of Deposit (West Suburban Bank)	3.195%	10/17/08	10/17/09	3.195%	3.195%	64,900.00	64,900.00	-	64,900.00	602.18	100.000
Cert. of Deposit (Oak Brook Bank)	1.530%	01/14/09	01/14/10	1.530%	1.530%	6,000,000.00	6,000,000.00	-	6,000,000.00	4,275.62	100.000
				2.722%	2.722%	\$ 20,979,782.07	\$ 20,979,782.07	\$ -	\$ 20,979,782.07	\$ 214,854.91	
2001 G. O. Bonds Debt Service (01-1243)											
FAMGOFIC Money Market	0.528%	01/31/09	02/01/09	0.528%	0.528%	\$ 390,798.17	\$ 390,798.17	\$ -	\$ 390,798.17	\$ 216.44	100.000
U. S. Treas. Notes (U.S. BANK)	4.750%	03/14/08	02/26/09	1.382%	0.000%	13,133,000.00	13,174,040.63	(373,705.19)	13,547,745.82	259,923.96	100.313
				1.367%	0.015%	\$ 13,523,798.17	\$ 13,564,838.80	\$ (373,705.19)	\$ 13,938,543.99	\$ 260,140.40	
TOTAL ALL FUNDS											
				1.451%	1.092%	\$ 76,511,257.65	\$ 76,592,614.68	\$ (411,063.62)	\$ 77,073,678.30	\$ 563,814.08	
January 31, 2009 90 DAY US TREASURY YIELD 0.000%											