



# DuPage Water Commission

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

## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, APRIL 9, 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. Charter Customer Hearing Regarding Management Budget Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum---minimum 4)

**RECOMMENDED MOTION: To open the Charter Customer Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010 (Voice Vote).**

**RECOMMENDED MOTION: To close the Charter Customer Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010 (Voice Vote).**

- IV. Public Comments (limited to 5 minutes per person)
- V. Approval of Minutes

**A. Regular Meeting of March 12, 2009**

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

**RECOMMENDED MOTION: To approve the Minutes of the March 12, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).**

**B. Special Sub Committee Meeting of November 29, 2005**

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

**RECOMMENDED MOTION: To approve the Minutes of the November 29, 2005 Special Sub Committee Meeting of the DuPage Water Commission (Voice Vote).**

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

## C. Special Sub Committee Executive Session of November 29, 2005

(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 November 29, 2005 Special Sub Committee Meeting of the DuPage Water Commission (Voice Vote).**

## VI. Treasurer's Report – March 2009

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

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

## VII. Committee Reports

## A. Administration Committee

- No meeting scheduled

## B. Engineering &amp; Construction Committee

1. Report of 4/9/09 Engineering & Construction Committee
2. Actions on Items Listed on 4/9/09 Engineering & Construction Committee

## C. Finance Committee

1. Report of 4/9/09 Finance Committee
2. Actions on Items Listed on 4/9/09 Finance Committee Agenda

## VIII. Chairman's Report

## IX. Omnibus Vote Requiring Majority Vote

## A. Ordinance No. O-4-09: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010

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

## B. Resolution No. R-22-09: A Resolution Releasing Certain Executive Session Meeting Minutes at the April 9, 2009, DuPage Water Commission Meeting

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

## C. Resolution No. R-23-09: A Resolution Amending the Tuition Reimbursement Policy

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

- D. Resolution No. R-24-09: A Resolution Approving and Authorizing the Execution of a Master Contract with Peters & Associates, Inc. for Computer 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).**

X. Omnibus Vote Requiring Super-Majority or Special Majority Vote

- A. Ordinance No. O-5-09: An Ordinance Establishing A Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010

(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. Ordinance No. O-6-09: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010

(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-19-09: A Resolution Approving and Accepting the Proposal of McGladrey & Pullen, LLP for Audit Services

(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-20-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the April 9, 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)

- E. Resolution No. R-21-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the April 9, 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).**

XI. Old Business

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

(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)

XII. New Business

XIII. 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 \$31,157.86 subject to submission of all contractually required documentation (Roll Call).

XIV. 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).

XV. 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, MARCH 12, 2009  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 7:39 P.M.

Commissioners in attendance: T. Bennington, E. Chaplin, T. Elliott, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Commissioners Absent: L. Hartwig, W. Maio, G. Mathews, W. Mueller, and J. Zay

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

**PUBLIC COMMENTS**

Dick Furstenau of Naperville, Illinois expressed his opinion that the Commission should accede to the request by the County of DuPage and the City of Naperville to help supplement the cost of the relocation of transmission main at 75<sup>th</sup> and Washington Street in Naperville, Illinois.

Frank Falesch of Downers Grove, Illinois expressed his surprise at the cost savings between the bid price and the Commission's initial estimate for the partial removal of the newly installed security fence.

Bill Wrobel, Downers Grove, Illinois expressed his concerns regarding the FY 2009-2010 proposed Tentative Draft Management Budget stating that the Board needs to review the Budget with a fine tooth comb to make the necessary cutbacks.

**APPROVAL OF MINUTES**

Commissioner Murphy moved to approve the Minutes of the February 12, 2009 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Elliott 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 February 2009 which showed receipts of \$6,702,365.00, disbursements of \$5,771,335.00, and a cash and investment balance of \$77,842,367.00.

Commissioner Bennington moved to accept the February 2009 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 Murphy**

Commissioner Murphy reported that the Administration Committee discussed the Commission's Online Financial Information and concurred with the recommendation of the Financial Administrator that additional financial information should be posted on the Commission's web site. Commissioner Murphy further reported that the Administration Committee directed the Staff Attorney to prepare a Resolution eliminating the \$4,000.00 per employee per fiscal year limitation on tuition reimbursement for action by the Board at its April meeting noting that Commissioner Chaplin is not in favor of the proposed change to the policy. Commissioner Murphy also reported that the Administration Committee discussed the FY 2009-2010 Project Schedule for the General Manager which would be updated and informally reviewed by the Administration Committee on a quarterly basis. Commissioner Murphy lastly reported that the process for the General Manager's upcoming performance evaluation would be commenced.

### **Engineering & Construction Committee**

Although there was no meeting due to lack of a quorum, Commissioner Poole reported that he reviewed and recommended for approval all Items listed on the Engineering & Construction Committee Agenda. Commissioner Poole additionally noted that Work Authorization Order No. 1 attached to Resolution No. R-15-09 had been issued already due to the time-sensitive nature of the repairs needed.

### **Finance Committee**

Although there was no meeting due to lack of a quorum, Commissioner Saverino reported that he and Commissioner Zeilenga reviewed and recommended for approval all Items listed on the Finance Committee Agenda.

## **CHAIRMAN'S REPORT**

Chairman Rathje reported that he and General Manager Martin attended the DuPage Mayors and Managers meeting on February 18<sup>th</sup> along with Catherine Hurley of Montgomery Watson Harza to present the 2008 Water Conservation & Protection Program Report and thought it was well received. Chairman Rathje further reported that although he was unable to attend the DuPage County Board meeting on March 10<sup>th</sup> regarding the same presentation, he was informed that the meeting went well and noted that the Regional Water Supply Planning Group is in the process of developing water conservation recommendations for represented communities.

## **MAJORITY OMNIBUS VOTE AGENDA**

Commissioner Elliott requested that Resolution No. R-16-09 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Minutes of the 3/12/09 Meeting

Commissioner Murphy moved to adopt Resolution No. R-17-09: A Resolution Amending Resolution No. R-6-08, being "A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith." Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, W. Maio, G. Mathews, W. Mueller, and J. Zay

Commissioner Elliott moved to adopt Resolution No. R-16-09: A Resolution Awarding a Contract for Chain Link Fence Demolition, Re-Alignment, Fabric Replacement and Gate Work at the DuPage Pumping Station. Seconded by Commissioner Chaplin.

Before the vote was called, Commissioner Elliott noted that the chain link fence issue had been studied for several months and although the neighbors were eloquent in voicing their opinions and concerns, it is the duty to all citizens in DuPage County not to spend money for convenience purposes. Commissioner Elliott further noted that even though the bid cost of the project was below initial estimates, the more than \$22,000.00 involved was still a lot of money to spend to accommodate a small group of people and all public bodies need to spend funds wisely. Commissioner Elliott concluded his remarks by stating that the Commission did not do anything wrong and that the fence was installed for all the right reasons.

Commissioner Poole disagreed with Commissioner Elliott's opinion stating that the barbed wire was a big mistake and the bid received for the fence modifications in the amount of \$22,000.00 was a reasonable cost and, therefore, the mistake should be corrected. Commissioner Poole also suggested that the initial \$48,000.00 estimate was a "run-up number," to which General Manager Martin responded that the estimate was obtained from the installing fence contractor.

After Commissioner Chaplin agreed with Commissioner Poole, stating that the Commission had good neighbors and it was wrong to ignore the consensus of these neighbors, that the cost would be less than the proposed budget for employee tuition reimbursement, and that taxpayer funds should be used for projects they support, the motion failed for lack of an approving majority:

Ayes: E. Chaplin, A. Poole, and D. Zeilenga

Nays: T. Bennington, T. Elliott, W. Murphy, F. Saverino, and L. Rathje

Minutes of the 3/12/09 Meeting

Absent: L. Hartwig, W. Maio, G. Mathews, W. Mueller, and J. Zay

**SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA**

Commissioner Chaplin requested that Resolution No. R-18-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

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

**Super/Special Majority Omnibus Vote**

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, W. Maio, G. Mathews, W. Mueller, and J. Zay

Item 1: Ordinance No. O-2-09: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area—"Super/Special Majority Omnibus Vote"

Item 2: Ordinance No. O-3-09: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Hobson Valley (Greene Road) Service Area—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-10-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the March 12, 2009, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-11-09: A Resolution Approving and Authorizing the Execution of a Seventh Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station—"Super/Special Majority Omnibus Vote"

Item 5: Resolution No. R-12-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc. at the March 12, 2009, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"



## Minutes of the 3/12/09 Meeting

- Item 6: Resolution No. R-13-09: A Resolution Approving a First Amendment to Task Order No. 24 Under the Master Contract with AECOM USA, Inc.—“Super/Special Majority Omnibus Vote”
- Item 7: Resolution No. R-14-09: A Resolution Approving a First Amendment to Task Order No. 25 Under the Master Contract with AECOM USA, Inc.—“Super/Special Majority Omnibus Vote”
- Item 8: Resolution No. R-15-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-4/08 at the March 12, 2009, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

In regards to Resolution No. R-18-09: A Resolution Approving and Authorizing the Execution of Telephone and Internet Service Agreements between the DuPage Water Commission and CIMCO Communications, Inc., Commissioner Chaplin commented that every month it appears as if the purchasing procedures of the Commission's By-Laws were not being followed and asked for an explanation as to why sealed proposals were not requested. General Manager Martin stated that he was not aware of anyone else that provides this service so the Commission would have to stay with its current service provider, AT&T, whose service has been increasingly unreliable. After which, Instrumentation/Remote Facilities Supervisor Schori clarified that three companies were initially contacted and only one company returned the call.

Commissioner Chaplin moved to direct staff to obtain sealed proposals for Telephone and Internet Service, with the award to be brought back to the Board for approval. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, W. Maio, G. Mathews, W. Mueller, and J. Zay

### OLD BUSINESS

Commissioner Poole moved to table discussion regarding the request by the County of DuPage and the City of Naperville to supplement the cost of the relocation of the Commission's South Transmission Main at 75<sup>th</sup> Street and Washington Street to the April 9, 2009, Commission meeting. Seconded by Commissioner Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With respect to the discussion of the FY 2009-2010 Tentative Management Budget, Commissioner Chaplin commented that the questions she submitted were based upon

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the country's current economic situation and not due to any personal animosity toward employees. Commissioner Chaplin further stated that staff needs to be mindful of what is going on in the world and noted there is no justifiable reason to spend money towards holiday parties, employee recognition luncheons, and employee tuition reimbursement when people are struggling just to put food on the table. It was suggested by Commissioner Chaplin that although staff is doing a good job at reducing office supply costs, further adjustments could be made for even more savings. After Commissioner Chaplin (i) stated that even small cutbacks make big statements, especially when the Commission is proposing to increase the water rate even more than previously planned, and (ii) confirmed that the proposed budget and water rate only needed to be approved by April 30<sup>th</sup>, she then suggested that due to the lack of a quorum at the February 12, 2009 Committee of the Whole meeting, the Board should conduct a full discussion of the proposed Budget at the April meeting.

In keeping with the discussion on cost savings, Commissioner Elliott referred back to the office supplies by suggesting all future Board packet material be sent by electronic mail to eliminate paper copies as well as the high cost of overnight delivery. Commissioner Zeilenga agreed with Commissioner Elliott's suggestion, but requested that a copy of the Agenda materials be available at the meeting and a copy of the Agenda be placed at each Commissioner's seat.

In referring back to the newly installed fence issue, Commissioner Poole moved to direct staff to remove the barbed wire from the fence. Seconded by Commissioner Chaplin.

Commissioner Saverino advised that although he could support Commissioners Poole and Chaplin regarding the removal of the barbed wire, it made no sense to have the barbed wire removed by staff. After Facilities Construction Supervisor Bostick confirmed that a unit price cost for removing the barbed wire was included in the bid proposals received, and that the unit pricing proposed by the low bidder, GFS Fence, Guardrail, & Signage, Inc., was approximately \$4,000, Commissioner Poole amended his motion, with the consent of the seconder, to direct the removal of the barbed wire from the fence using the low bidder at the unit pricing included low bidder's bid proposal. There being no further discussion, the amended motion to remove the barbed wire from the fence using the low bidder at the unit pricing included low bidder's bid proposal was unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### NEW BUSINESS

Before moving on to the next Agenda item, a concern was raised by General Manager Martin regarding hiring the consulting services of Peters and Associates for computer software purposes. General Manager Martin advised that he would like to retain the services of Peters and Associates to upgrade the Commission's web site using SharePoint but that he was requesting Board approval even though the purchase was

## Minutes of the 3/12/09 Meeting

within the General Manager's authority to authorize. After Commissioner Bennington confirmed that because the matter was not included on the Agenda, the matter would have to be brought back to the Board for ratification at the April meeting, Commissioner Elliott moved to authorized staff to retain the services of Peters and Associates, in an amount not to exceed \$2,000.00, to install the software SharePoint. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### ACCOUNTS PAYABLE

Commissioner Bennington moved to approve the Accounts Payable in the amount of \$56,992.25 subject to submission of all contractually required documentation. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, W. Maio, G. Mathews, W. Mueller, and J. Zay

### EXECUTIVE SESSION

None

Commissioner Chaplin asked that the FY 2009-2010 Tentative Management Budget be placed on the April meeting Agenda for further discussion.

Before the meeting was adjourned, Chairman Rathje took a survey of the Commissioners present and determined that the Board will be taking its annual picture at the April meeting.

Commissioner Zeilenga moved to adjourn the meeting at 8:25 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A MEETING OF THE  
CHAIRMAN OF THE BOARD OF COMMISSIONERS OF THE DuPAGE WATER  
COMMISSION AND THE CHAIRMEN OF THE ADMINISTRATION, ENGINEERING &  
CONSTRUCTION, AND FINANCE COMMITTEES OF THE BOARD OF  
COMMISSIONERS OF THE DuPAGE WATER COMMISSION  
HELD ON TUESDAY, NOVEMBER 29, 2005  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 6:08 P.M.

Commissioners in attendance: L. Hartwig, A. Poole, G. Wilcox, and M. Vondra

Also in attendance: R. Martin and K. Godden

**EXECUTIVE SESSION**

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

Ayes: L. Hartwig, A. Poole, G. Wilcox, and M. Vondra

Nays: None

The Chairman of the Board of Commissioners of the DuPage Water Commission and the Chairmen of the Administration, Engineering & Construction, and Finance Committees of the Board of Commissioners of the DuPage Water Commission went into Executive Session at 6:08 P.M.

Commissioner Pool moved to come out of Executive Session at 7:00 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Hartwig moved to adjourn the meeting at 7:01 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2009	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
WATER SALES	\$ 3,123,510	2,178,713	944,797	35,250,138	31,725,360	3,524,778
SALES TAX	2,954,303	3,582,357	(628,054)	31,192,505	30,365,612	826,894
INVESTMENT INCOME	58,074	77,887	(19,813)	1,258,650	1,251,612	7,038
OTHER INCOME	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>6,135,887</b>	<b>5,838,957</b>	<b>296,930</b>	<b>67,701,294</b>	<b>63,342,584</b>	<b>4,358,710</b>
<b>EXPENDITURES</b>						
PERSONAL SERVICES	344,097	361,417	(17,320)	3,545,468	3,373,171	172,297
PROFESSIONAL SERVICES	30,727	47,700	(16,973)	243,833	277,207	(33,374)
CONTRACTUAL SERVICES	11,091	2,635	8,456	269,417	212,526	46,891
INSURANCE	12,001	8,247	3,754	88,816	81,965	6,851
WATER SUPPLY COSTS (NOTE 1)	4,163,101	3,877,785	285,316	46,519,383	41,469,761	5,049,622
BOND PRINCIPAL & INTEREST EXPENSE	12,183,450	11,916,325	267,125	26,255,387	25,989,262	266,125
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	460,715	831,879	(371,164)	489,318	3,241,717	(2,752,399)
<b>TOTAL EXPENDITURES</b>	<b>17,205,182</b>	<b>17,045,988</b>	<b>159,194</b>	<b>77,400,604</b>	<b>74,845,929</b>	<b>2,554,675</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>(11,069,295)</b>	<b>(11,207,031)</b>	<b>137,736</b>	<b>(9,699,310)</b>	<b>(56,303,045)</b>	<b>56,603,735</b>

FUNDS CONSIST OF

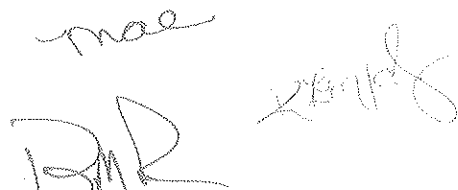
	March 31, 2009	March 31, 2008	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	240,825	95,505	144,019
CASH AT HARRIS BANK	62,290	62,290	-
<b>TOTAL CASH</b>	<b>311,241</b>	<b>167,222</b>	<b>144,019</b>

	March 31, 2009	March 31, 2008	% CHANGE
ILLINOIS FUNDS MONEY MARKET	24.03%	12.08%	16,515,003
ILLINOIS FUNDS PRIME FUND	25.79%	22.69%	9,647,996
GOVERNMENT MONEY MARKET FUNDS	2.03%	0.00%	8,867,008
U.S. TREASURY INVESTMENTS	34.77%	32.04%	283,122
U.S. AGENCY INVESTMENTS	0.00%	0.00%	1,388,274
CERTIFICATES OF DEPOSIT	12.38%	33.19%	(1,702,422)
<b>TOTAL INVESTMENTS</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(11,164,018)</b>
<b>TOTAL FUNDS</b>	<b>68,995,719</b>	<b>80,016,718</b>	<b>(11,019,999)</b>
UNRESTRICTED FUNDS	12,168,293	25,006,827	(12,838,534)
RESTRICTED FUNDS	56,828,436	55,009,891	1,818,545
<b>TOTAL FUNDS</b>	<b>68,995,719</b>	<b>80,016,718</b>	<b>(11,019,999)</b>

NOTE 1 - INCREASED WATER SUPPLY COSTS DUE TO CITY OF CHICAGO RATE INCREASE EFFECTIVE JANUARY 1, 2008

DATE: April 3, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010  Ordinance No. O-4-09	<b>APPROVAL</b>	
<p>Ordinance No. O-4-09 would approve and adopt the Annual Management Budget for the Fiscal Year Commencing May 1, 2009, and Ending April 30, 2010, that was approved for distribution in tentative form at the February 12, 2009, Board meeting.</p>			
<b>MOTION:</b> To approve Ordinance No. O-4-09.			

## DuPAGE WATER COMMISSION

## ORDINANCE NO. O-4-09

AN ORDINANCE APPROVING AND ADOPTING  
AN ANNUAL MANAGEMENT BUDGET  
FOR THE FISCAL YEAR COMMENCING  
MAY 1, 2009 AND ENDING APRIL 30, 2010

WHEREAS, the General Manager and Administrative Staff of the DuPage Water Commission (the "Commission") prepared and submitted a tentative annual Management Budget for the fiscal year commencing May 1, 2009 and ending April 30, 2010, in substantially the form attached hereto as Exhibit 1, as and when required by Article X, Section 2 of the Commission's By-Laws, as amended from time to time; and

WHEREAS, due notice having been given, a hearing was held on the tentative annual Management Budget prior to any final action being taken thereon, at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary and desirable for the Commission to approve and adopt the budget set forth in the attached Exhibit 1 as and for its Management Budget for the fiscal year commencing May 1, 2009 and ending April 30, 2010; and

WHEREAS, it appearing to the Commission that all things required for the approval and adoption of said Management Budget have been complied with;

NOW, THEREFORE, BE IT ORDAINED 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 Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Budget attached hereto as Exhibit 1 and by this reference incorporated herein and made a part hereof shall be and hereby is approved and adopted as and for the Management Budget of the DuPage Water Commission for the fiscal year commencing May 1, 2009 and ending April 30, 2010.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



					WATER FUND	WATER FUND	WATER FUND	WATER FUND	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
ACCT #		ACCOUNT TITLE	TOTAL FROM	FY 07-08 ACTUAL	FY 08-09 BUDGET	FY 08-09 PROJECTED	FY 09-10 BUDGET			
01	5000	REVENUES								
01	5110	O & M PAYMENTS	PAGE 3	32,244,811	40,605,758	34,514,238	47,880,652	38.7%	17.9%	
01	5120	FIXED COST PAYMENTS	PAGE 3	7,145,343	7,144,719	7,144,719	7,145,219	0.0%	0.0%	
01	5130	SUBSEQUENT CUSTOMER DIFFERENTIAL	PAGE 3	771,219	935,362	929,654	954,000	2.6%	2.0%	
01	5140	EMERGENCY WATER SERVICE	PAGE 3	24,911	13,111	16,772	28,600	70.5%	118.1%	
01	5300	SALES TAXES	PAGE 3	34,306,874	36,268,083	32,683,788	30,069,085	-8.0%	-17.1%	
01	5810	INTEREST INCOME	PAGE 3	3,958,430	4,448,791	2,233,536	1,552,996	-30.5%	-65.1%	
01	5900	OTHER INCOME	PAGE 3	1,318	2,500	1,106	2,500	126.0%	0.0%	
		TOTAL REVENUE		78,454,606	89,416,324	77,523,813	87,632,952	13.0%	-2.0%	
01	60 6000	OPERATING EXPENDITURES								
01	60 6100	PERSONAL SERVICES	PAGE 5	3,764,221	4,502,214	4,062,090	4,570,513	12.5%	1.5%	
01	60 6200	PROFESSIONAL SERVICES	PAGE 7	836,112	1,211,686	657,727	1,097,785	66.9%	-9.4%	
01	60 6400	INSURANCE	PAGE 8	799,088	831,874	736,422	767,182	4.2%	-7.8%	
01	60 6500	ADMINISTRATIVE COSTS	PAGE 9	573,589	966,339	828,584	917,115	10.7%	-5.1%	
01	60 6600	DIRECT WATER DISTRIBUTION COSTS	PAGE 10	50,185,584	65,608,960	54,765,752	70,228,962	28.2%	7.0%	
01	60 6700	BOND INTEREST COSTS	PAGE 11	7,514,476	6,767,972	6,668,886	6,333,653	-5.0%	-6.4%	
01	60 6800	CAPITAL EXPENDITURES	PAGE 11	124,502	254,600	135,409	290,600	114.6%	14.1%	
01	60 6900	DEPRECIATION	PAGE 12	6,657,725	6,985,924	6,614,510	6,953,978	5.1%	-0.2%	
		TOTAL OPERATING EXPENDITURES		70,255,297	87,109,549	74,469,380	91,159,788	22.4%	4.6%	
01	60 7000	CONSTRUCTION EXPENDITURES	PAGE 13	0	0	0	0	0.0%	0.0%	
01	60 8000	LEXINGTON EXPENDITURES	PAGE 14	0	0	0	0	0.0%	0.0%	
		TOTAL EXPENDITURES		70,255,297	87,109,549	74,469,380	91,159,788	22.4%	4.6%	
		NET OPERATING ACCOUNTING TRANSACTIONS		8,199,309	2,306,775	3,054,433	(3,526,836)	-215.5%	-252.9%	

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
	NET ASSETS BALANCE							
	NET CURRENT YEAR TRANSACTIONS	PAGE 1	8,199,309	2,306,775	3,054,433	(3,526,836)	-215.5%	-252.9%
	FIXED ASSET EQUITY TRANSFERS		0	0	0	0	0.0%	0.0%
	BEGINNING NET ASSET BALANCE		344,183,401	381,952,390	364,881,363	367,735,796	0.8%	-3.7%
	ENDING NET ASSET BALANCE		352,382,710	384,259,165	367,735,796	364,208,960	-1.0%	-5.2%
	NET ASSETS BALANCE ANALYSIS							
01	4211 HELD FOR EMERGENCY REPAIRS		20,000,000	20,000,000	20,000,000	20,000,000	0.0%	0.0%
01	4212 RESERVED FOR WHOLESALE WATER RATE STABILIZATION		6,061,887	0	3,972,637	0	-100.0%	0.0%
01	4213 RESERVED FOR THE ACQUISITION OF CAPITAL ASSETS		28,725,741	55,479,607	57,331,592	52,592,288	-8.3%	-5.2%
	NET UNRESTRICTED OPERATING ASSETS		54,787,628	75,479,607	81,304,229	72,592,288	-10.7%	-3.8%
01	4214 WATER QUALITY LOANS RESERVE		3,152,730	3,152,731	3,152,731	3,152,731	0.0%	0.0%
01	4210 TOTAL UNRESTRICTED NET ASSETS		57,940,358	78,632,338	84,456,960	75,745,019	-10.3%	-3.7%
01	4220 RESTRICTED BY ORDINANCE/RESOLUTION		27,523,423	34,772,110	28,832,104	37,659,429	30.6%	8.3%
01	4230 INVESTED IN PROPERTY PLANT AND EQUIPMENT		266,918,929	270,854,717	254,446,732	250,804,512	-1.4%	-7.4%
	NET ASSETS BALANCE		352,382,710	384,259,165	367,735,796	364,208,960	-1.0%	-5.2%
	USE OF OPERATING INCOME							
	NET OPERATING ACCOUNTING TRANSACTIONS		8,199,309	2,306,775	3,054,433	(3,526,836)	-215.5%	-252.9%
	USED FOR ITEMS NOT IN ACCOUNTING BUDGET							
	G. O. BOND PRINCIPAL PAYMENT		(10,715,000)	(11,250,000)	(11,250,000)	(11,845,000)	5.3%	5.3%
	REVENUE BOND PRINCIPAL PAYMENT		(9,125,000)	(9,580,000)	(9,580,000)	(10,060,000)	5.0%	5.0%
	CONSTRUCTION OUTLAYS		(2,239,877)	(12,219,000)	(6,249,926)	(14,230,670)	127.7%	16.5%
	TOTAL LEXINGTON EXPENDITURES		(1,691,318)	(13,066,000)	(4,097,935)	(25,709,484)	527.4%	96.8%
	STATUTORY PAYMENT TO DU PAGE COUNTY		(15,000,000)	0	0	0	0.0%	0.0%
	REBATE		(40,000,000)	0	0	0	0.0%	0.0%
	NET CHANGES IN RECEIVABLES, PAYABLES, ETC.		(3,628,832)	(3,391,243)	(3,261,423)	(3,462,446)	6.2%	2.1%
	NON-CASH ACCOUNTING EXPENSES							
	DEPRECIATION		6,657,725	6,965,924	6,614,510	6,953,978	5.1%	-0.2%
	CHANGE IN CASH POSITION		(67,542,993)	(40,233,544)	(24,770,341)	(61,880,458)	149.8%	53.8%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

							% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET		
01	5000	REVENUES						
01	5100	WATER REVENUES						
01	5110	O & M PAYMENTS	32,244,811	40,605,758	34,514,236	47,880,552	38.7%	17.9%
01	5120	FIXED COST PAYMENTS	7,145,343	7,144,719	7,144,719	7,145,219	0.0%	0.0%
01	5130	SUBSEQUENT CUSTOMER CHARGES	771,219	935,362	929,654	954,000	2.6%	2.0%
01	5140	EMERGENCY WATER SERVICE	24,611	13,111	16,772	28,600	70.5%	118.1%
01	5300	SALES TAXES	34,308,874	36,268,083	32,683,788	30,089,085	-8.0%	-17.1%
01	5800	INVESTMENT EARNINGS						
01	5810	INTEREST INCOME	3,958,430	4,446,791	2,233,536	1,552,996	-30.5%	-65.1%
01	5900	OTHER INCOME	1,318	2,500	1,106	2,500	126.0%	0.0%
	TOTAL REVENUE		78,454,606	89,416,324	77,523,813	87,832,952	13.0%	-2.0%

DUPAGE WATER COMMISSION  
ESTIMATED CUSTOMER  
FIXED COST PAYMENT SCHEDULE  
MAY 1, 2009 TO APRIL 30, 2010

## EXHIBIT 1

CUSTOMER	2007 & 2008 CALENDAR YEARS USE (1000 GAL)	2007 & 2008 CALENDAR YEARS % USAGE	REQUIRED FIXED COST PAYMENT \$14,290,438 50% SALES TAX FUNDED (\$7,145,219) AMOUNT TO BE RATE FUNDED \$7,145,219	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:	FOR:
				05/31/09 DUE: 07/10/09	06/30/09 DUE: 08/10/09	07/31/09 DUE: 09/10/09	08/31/09 DUE: 10/10/09	09/30/09 DUE: 11/10/09	10/31/09 DUE: 12/10/09	11/30/09 DUE: 01/10/10	12/31/09 DUE: 02/10/10	01/31/10 DUE: 03/10/10	02/28/10 DUE: 04/10/10	03/31/10 DUE: 05/10/10	04/30/10 DUE: 06/10/10	
ADDISON	2,671,788	4.3574%	\$312,060	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005	\$26,005
SENSENVILLE	1,661,102	2.7153%	194,016	16,168	16,168	16,168	16,168	16,168	16,168	16,168	16,168	16,168	16,168	16,168	16,168	16,168
BLOOMINGDALE	1,781,084	2.9115%	208,032	17,336	17,336	17,336	17,336	17,336	17,336	17,336	17,336	17,336	17,336	17,336	17,336	17,336
CAROL STREAM	2,726,213	4.4564%	319,620	26,535	26,535	26,535	26,535	26,535	26,535	26,535	26,535	26,535	26,535	26,535	26,535	26,535
CLARENDON HILLS	573,116	0.9368%	66,936	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578
DARIEN	1,879,384	3.0722%	219,516	18,293	18,293	18,293	18,293	18,293	18,293	18,293	18,293	18,293	18,293	18,293	18,293	18,293
DOWNERS GROVE	4,185,011	6.8411%	488,908	40,734	40,734	40,734	40,734	40,734	40,734	40,734	40,734	40,734	40,734	40,734	40,734	40,734
ELMHURST	3,099,687	5.0669%	362,040	30,170	30,170	30,170	30,170	30,170	30,170	30,170	30,170	30,170	30,170	30,170	30,170	30,170
GLEN ELLYN	1,935,002	3.1631%	226,008	18,834	18,834	18,834	18,834	18,834	18,834	18,834	18,834	18,834	18,834	18,834	18,834	18,834
GLENDAL HTS	1,951,106	3.1894%	227,892	18,991	18,991	18,991	18,991	18,991	18,991	18,991	18,991	18,991	18,991	18,991	18,991	18,991
HINSDALE	1,979,396	3.2358%	231,192	19,266	19,266	19,266	19,266	19,266	19,266	19,266	19,266	19,266	19,266	19,266	19,266	19,266
ITASCA	1,074,970	1.7572%	125,556	10,463	10,463	10,463	10,463	10,463	10,463	10,463	10,463	10,463	10,463	10,463	10,463	10,463
LISLE	1,913,508	3.1279%	223,500	18,625	18,625	18,625	18,625	18,625	18,625	18,625	18,625	18,625	18,625	18,625	18,625	18,625
LOMBARD	3,139,396	5.1318%	366,684	30,557	30,557	30,557	30,557	30,557	30,557	30,557	30,557	30,557	30,557	30,557	30,557	30,557
NAPERVILLE	12,528,240	20.4794%	1,463,292	121,941	121,941	121,941	121,941	121,941	121,941	121,941	121,941	121,941	121,941	121,941	121,941	121,941
OAK BROOK	2,557,297	4.1903%	298,892	24,891	24,891	24,891	24,891	24,891	24,891	24,891	24,891	24,891	24,891	24,891	24,891	24,891
ROSELLE	1,349,292	2.2056%	157,596	13,133	13,133	13,133	13,133	13,133	13,133	13,133	13,133	13,133	13,133	13,133	13,133	13,133
VILLA PARK	1,356,388	2.2167%	158,388	13,199	13,199	13,199	13,199	13,199	13,199	13,199	13,199	13,199	13,199	13,199	13,199	13,199
WESTMONT	1,830,856	2.9928%	213,840	17,820	17,820	17,820	17,820	17,820	17,820	17,820	17,820	17,820	17,820	17,820	17,820	17,820
WHEATON	3,681,389	6.0178%	429,984	35,832	35,832	35,832	35,832	35,832	35,832	35,832	35,832	35,832	35,832	35,832	35,832	35,832
WILLOWBROOK	811,992	1.3273%	94,836	7,903	7,903	7,903	7,903	7,903	7,903	7,903	7,903	7,903	7,903	7,903	7,903	7,903
WOOD DALE	1,037,621	1.6471%	117,696	9,808	9,808	9,808	9,808	9,808	9,808	9,808	9,808	9,808	9,808	9,808	9,808	9,808
WOODRIDGE	2,268,454	3.7081%	264,960	22,080	22,080	22,080	22,080	22,080	22,080	22,080	22,080	22,080	22,080	22,080	22,080	22,080
WINFIELD	634,345	1.0389%	74,088	6,174	6,174	6,174	6,174	6,174	6,174	6,174	6,174	6,174	6,174	6,174	6,174	6,174
OAK BROOK TERRACE	118,731	0.1941%	13,872	1,156	1,156	1,156	1,156	1,156	1,156	1,156	1,156	1,156	1,156	1,156	1,156	1,156
IAWC-ARROWHEAD	110,182	0.1801%	12,864	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072	1,072
IAWC-VALLEY VIEW	504,806	0.8252%	58,956	4,913	4,913	4,913	4,913	4,913	4,913	4,913	4,913	4,913	4,913	4,913	4,913	4,913
IAWC-COUNTRY CLUB	66,337	0.1084%	7,752	646	646	646	646	646	646	646	646	646	646	646	646	646
IAWC-LMBRD HIGHTS	41,639	0.0681%	4,860	405	405	405	405	405	405	405	405	405	405	405	405	405
IAWC-DP/LISLE	395,329	0.6482%	46,176	3,848	3,848	3,848	3,848	3,848	3,848	3,848	3,848	3,848	3,848	3,848	3,848	3,848
ARGONNE NATIONAL LAB	326,744	0.5341%	38,160	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180
IAWC-LIBERTY RIDGE WEST	196,419	0.3211%	22,944	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912	1,912
IAWC-LIBERTY RIDGE EAST	22,651	0.0370%	2,640	220	220	220	220	220	220	220	220	220	220	220	220	220
DPC-GLEN ELLYN HEIGHTS (1)	137,240	0.2243%	16,032	1,336	1,336	1,336	1,336	1,336	1,336	1,336	1,336	1,336	1,336	1,336	1,336	1,336
DPC-HOBSON VALLEY (1)	37,230	0.0609%	4,344	362	362	362	362	362	362	362	362	362	362	362	362	362
DPC-SERWF (1)	446,760	0.7303%	52,176	4,348	4,348	4,348	4,348	4,348	4,348	4,348	4,348	4,348	4,348	4,348	4,348	4,348
DPC-STEEPLE RUN (1)	131,400	0.2148%	15,348	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279	1,279
DPC-NORDIC PARK (2)	43,070	0.0704%	5,028	419	419	419	419	419	419	419	419	419	419	419	419	419
DPC-YORK CENTER (3)	0	0.0000%	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ROUNDING	0	0.0000%	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ALL CUSTOMERS TOTAL	61,174,848	100.0000%	\$7,145,187	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432	\$595,432

(1) - CUSTOMER LESS THAN TWO FULL CALENDAR YEARS - USE ALLOCATION

(2) - NO ALLOCATION. WATER USAGE FOR 2007 &amp; 2008 USED IN CALCULATION.

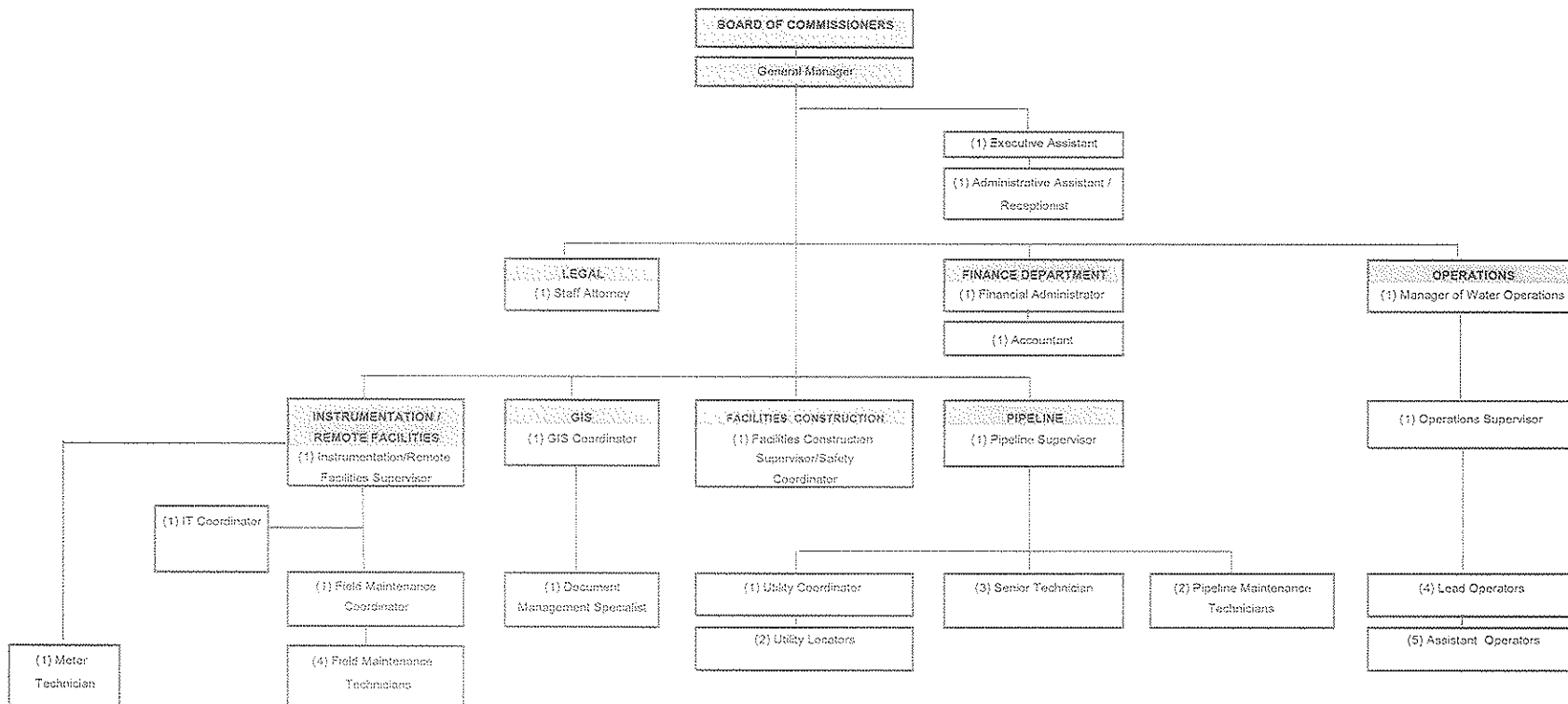
(3) - COSTS ABOVE THE HIGHEST CUSTOMER CONNECTION COST

	FY 2009-10	FY 2008-09
ESTIMATED O & M RATE	\$ 1.46	MAY - SEPT 1.04
ESTIMATED FIXED COST EQUIVALENT	0.22	OCT - APR 1.24
ESTIMATED TOTAL RATE PER THOUSAND GALLONS	\$1.70	\$1.25

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #		ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
01	60 6000	OPERATING EXPENSES							
01	60 6100	PERSONAL SERVICES							
01	60 6110	SALARIES & WAGES							
01	60 6111	ADMINISTRATIVE-REGULAR		1,011,740	1,124,076	1,096,119	1,169,247	6.7%	4.0%
01	60 6112	OPERATIONS-REGULAR		1,279,043	1,409,343	1,231,871	1,514,142	22.9%	7.4%
01	60 6113	SUMMER INTERNS		0	25,000	11,775	0	-100.0%	-100.0%
01	60 6116	ADMINISTRATIVE - OVERTIME		2,409	7,997	1,433	8,028	460.4%	0.4%
01	60 6117	OPERATIONS - OVERTIME		184,486	211,400	184,781	227,121	22.9%	7.4%
01	60 6120	FRINGE BENEFITS							
01	60 6121	PENSION		600,794	749,205	673,898	696,000	-11.6%	-20.4%
01	60 6122	MEDICAL/LIFE BENEFITS		443,370	593,570	557,481	656,800	17.8%	10.7%
01	60 6123	FEDERAL PAYROLL TAXES		175,232	206,273	174,681	217,000	24.2%	5.2%
01	60 6128	STATE UNEMPLOYMENT TAXES		5,486	4,600	6,400	4,600	-28.1%	0.0%
01	60 6130	PROFESSIONAL DEVELOPMENT							
01	60 6131	TRAVEL		8,130	9,200	8,401	10,400	23.8%	13.0%
01	60 6132	TRAINING		6,090	46,000	43,936	55,600	26.5%	20.9%
01	60 6133	CONFERENCES		24,524	33,650	22,285	24,250	8.8%	-27.9%
01	60 6133	TUTION REIMBURSEMENT		13,762	46,000	16,424	40,715	147.9%	-11.5%
01	60 6190	OTHER PERSONNEL COSTS							
01	60 6191	OTHER PERSONNEL COSTS		9,135	35,900	32,606	46,610	42.9%	29.8%
		TOTAL PERSONAL SERVICES		3,764,221	4,502,214	4,062,090	4,570,513	12.5%	1.5%

DUPAGE WATER COMMISSION  
ORGANIZATIONAL CHART  
FISCAL YEAR 2009-2010



DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

				TOTAL	WATER FUND	WATER FUND	WATER FUND	WATER FUND	% CHANGE	% CHANGE
				FROM	FY 07-08	FY 08-09	FY 08-09	FY 09-10	FY 09-10 BUDGET	FY 09-10 BUDGET
ACCT #					ACTUAL	BUDGET	PROJECTED	BUDGET	VS	VS
ACCOUNT TITLE									FY 08-09	FY 08-09
									PROJECTED	BUDGET
01	60	6200	PROFESSIONAL SERVICES							
01	60	6210	WATER CONSERVATION PROGRAM		93,043	400,000	93,043	175,000	88.1%	-56.3%
01	60	6230	FINANCIAL SERVICES							
01	60	6233	TRUST SERVICES BANK CHARGES		23,294	39,725	33,468	39,725	18.7%	0.0%
01	60	6239	GENERAL FINANCIAL CONSULTING		0	2,200	2,198	2,200	0.2%	0.0%
01	60	6250	LEGAL SERVICES							
01	60	6251	GENERAL COUNSEL		49,425	90,000	41,377	90,000	117.5%	0.0%
01	60	6252	BOND COUNSEL			2,000	0	2,000	0.0%	0.0%
01	60	6253	SPECIAL COUNSEL			60,000	0	60,000	0.0%	0.0%
01	60	6258	LEGAL NOTICES		1,489	5,000	4,950	5,000	1.0%	0.0%
01	60	6259	OTHER LEGAL SERVICES			25,000	0	25,000	0.0%	0.0%
01	60	6260	AUDIT SERVICES		66,540	68,417	58,000	63,800	10.0%	-6.7%
01	60	6280	CONSULTING SERVICES		309,237	295,000	279,950	409,500	46.3%	38.8%
01	60	6290	CONTRACTUAL SERVICES		93,104	224,324	144,743	225,560	55.8%	0.6%
TOTAL PROFESSIONAL SERVICES					636,112	1,211,666	657,727	1,097,785	66.9%	-9.4%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #		ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
01	60 6400	INSURANCE							
01	60 6410	CASUALTY INSURANCE							
01	60 6411	GENERAL LIABILITY		155,029	90,636	85,569	84,302	-1.5%	-7.0%
01	60 6412	PUBLIC OFFICIAL'S LIABILITY		75,141	79,175	64,315	79,175	23.1%	0.0%
01	60 6413	TEMPORARY BONDS		0	723	0	723	0.0%	0.0%
01	60 6415	WORKER'S COMPENSATION		105,163	98,957	95,576	105,428	10.3%	6.5%
01	60 6416	UMBRELLA COVERAGE		73,172	91,383	89,390	70,554	-21.1%	-22.8%
01	60 6420	PROPERTY INSURANCE							
01	60 6421	PROPERTY		373,187	406,000	386,689	362,000	-6.4%	-10.8%
01	60 6422	AUTOMOBILE INSURANCE		17,396	15,000	14,863	15,000	0.9%	0.0%
01	60 6490	OTHER COVERAGE							
01	60 6491	SELF INSURED CLAIMS		0	50,000	0	50,000	0.0%	0.0%
		TOTAL INSURANCE		799,088	831,874	736,422	767,182	4.2%	-7.8%



DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

				% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED		% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET				
ACCT #	ACCOUNT TITLE			TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET		
01 60 6500	ADMINISTRATIVE COSTS									
01 60 6510	OCCUPANCY COSTS									
01 60 6512	GENERATOR DIESEL FUEL				0	0	0	144,000	0.0%	0.0%
01 60 6513	NATURAL GAS				33,602	40,200	23,672	41,580	75.7%	3.4%
01 60 6514	COMMUNICATION SYSTEMS				49,568	68,880	57,945	69,920	20.7%	1.5%
01 60 6520	ADMINISTRATION SUPPLIES									
01 60 6521	OFFICE SUPPLIES				32,853	34,900	23,029	34,900	51.5%	0.0%
01 60 6522	BOOKS & PUBLICATIONS				9,884	13,837	9,601	12,933	34.7%	-6.5%
01 60 6530	PRINTING & POSTAGE									
01 60 6531	PRINTING - GENERAL				4,292	12,400	10,836	11,600	7.1%	-6.5%
01 60 6532	POSTAGE & DELIVERY				17,897	30,000	18,384	22,080	20.1%	-26.4%
01 60 6540	PROFESSIONAL DUES				22,199	23,423	19,816	23,513	18.7%	0.4%
01 60 6550	OFFICE EQUIPMENT REPAIRS				11,872	21,959	16,941	21,959	29.6%	0.0%
01 60 6560	REPAIRS & MAINT - BLDGS & GRN				233,648	614,240	561,798	410,840	-26.9%	-33.1%
01 60 6580	COMPUTER SOFTWARE				79,534	36,000	30,558	46,000	50.5%	27.8%
01 60 6590	SOFTWARE MAINTENANCE				46,881	44,300	32,328	50,590	56.5%	14.2%
01 60 6591	OTHER ADMINISTRATIVE EXPENSE				31,359	26,200	23,676	27,200	14.9%	3.8%
TOTAL ADMINISTRATIVE & MAINTENANCE COSTS					573,589	966,339	828,584	917,115	10.7%	-5.1%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

							% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET		
01 60 6600	DIRECT WATER DISTRIBUTION COSTS							
01 60 6610	WATER SUPPLY							
01 60 6611.01	WATER PURCHASES-CHICAGO		44,254,953	56,310,982	48,554,311	61,062,739	25.8%	8.4%
01 60 6611.02	ELECTRIC-CHICAGO		1,281,989	1,430,000	1,658,298	1,645,596	-0.8%	15.1%
01 60 6611.03	MAINTENANCE-CHICAGO		534,633	1,120,000	471,924	1,120,000	137.3%	0.0%
01 60 6612	ELECTRIC - DUPAGE		2,776,814	3,545,000	2,902,654	3,230,320	11.3%	-8.9%
01 60 6613	WATER CHEMICALS		10,112	30,000	23,203	30,000	29.3%	0.0%
01 60 6614	WATER TESTING		5,499	24,750	6,167	20,000	224.3%	-19.2%
01 60 6620	PUMP STATION OPERATIONS							
01 60 6621	PUMPING SERVICES		125,713	121,150	119,737	192,900	61.1%	59.2%
01 60 6623	METER TESTING & REPAIR		20,289	18,500	15,309	108,000	605.5%	483.8%
01 60 6624	SCADA/INSTRUMENTATION		47,851	53,400	38,227	53,400	39.7%	0.0%
01 60 6625	EQUIPMENT RENTAL		4,456	25,900	5,744	20,900	263.9%	-19.3%
01 60 6626	UNIFORMS		45,764	19,000	42,832	39,000	-8.9%	105.3%
01 60 6627	SAFETY		128,019	247,400	189,526	101,750	-46.3%	-58.9%
01 60 6630	PIPELINE MAINTENANCE							
01 60 6631	PIPELINE REPAIRS		114,312	920,000	157,779	785,000	397.5%	-14.7%
01 60 6632	CORROSION TESTING & MITIGATION		570,219	1,100,000	276,676	1,020,000	268.7%	-7.3%
01 60 6633	METER STATIONS, ROVS, STANDPIPES		102,681	390,000	101,844	504,000	394.9%	29.2%
01 60 6634	PLAN REVIEW - PIPELINE CONFLICTS		64,696	117,200	77,914	115,250	47.9%	-1.7%
01 60 6637	PIPELINE SUPPLIES		16,546	44,000	39,366	83,229	111.4%	89.2%
01 60 6640	VEHICLES							
01 60 6641	REPAIRS & MAINT - VEHICLES		24,377	25,400	25,065	23,900	-4.6%	-5.9%
01 60 6642	FUEL - VEHICLES		55,464	65,000	57,712	71,400	23.7%	9.8%
01 60 6643	LICENSES - VEHICLES		1,197	1,278	1,260	1,576	25.2%	23.5%
TOTAL DIRECT WATER DISTRIBUTION COSTS			50,185,584	65,608,960	54,765,752	70,228,962	28.2%	7.0%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #	ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
01 60 6720	BOND INTEREST							
01 60 6721	BOND INTEREST - GO BONDS		2,141,349	1,810,894	1,583,261	1,644,000	3.8%	2.1%
01 60 6722	BOND INTEREST - REV BONDS		5,373,127	5,157,278	5,085,625	4,689,653	-7.8%	-9.1%
	TOTAL INTEREST EXPENSES		7,514,476	6,967,972	6,668,886	6,333,653	-5.0%	-6.4%
01 60 6800	CAPITAL EXPENDITURES							
	LAND AND RIGHT-OF-WAY							
01 60 6810	LEASES			1,000	0	1,000	0.0%	0.0%
01 60 6820	PERMITS & FEES		2,995	25,000	0	25,000	0.0%	0.0%
	EQUIPMENT PURCHASES							
01 60 6851	COMPUTER		48,477	53,600	38,229	30,300	-20.7%	-43.5%
01 60 6852	OFFICE FURNITURE & EQUIPMENT		0	85,000	50,000	50,000	0.0%	-41.2%
01 60 6856	MACHINERY & EQUIPMENT		5,802	0	11,300	0	-100.0%	0.0%
01 60 6858	CAPITALIZED EQUIPMENT PURCHASES		(55,274)	(164,600)	(99,529)	(106,300)	6.8%	-35.4%
	VEHICLE PURCHASES							
01 60 6860	VEHICLES		89,228	90,000	35,880	184,300	413.7%	104.8%
01 60 6868	CAPITALIZED VEHICLES PURCHASES		(69,228)	(90,000)	(35,880)	(184,300)	413.7%	104.8%
	TOTAL CAPITAL EXPENDITURES		0	0	0	0	0.0%	0.0%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #		ACCOUNT TITLE	TOTAL FROM	WATER FUND	WATER FUND	WATER FUND	WATER FUND	% CHANGE	% CHANGE
				FY 07-08 ACTUAL	FY 08-09 BUDGET	FY 08-09 PROJECTED	FY 09-10 BUDGET	FY 09-10 BUDGET VS FY 08-09 PROJECTED	FY 09-10 BUDGET VS FY 08-09 BUDGET
01	60 6900	DEPRECIATION							
01	60 6920	WATER MAINS		4,298,870	4,557,007	4,298,870	4,557,007	6.0%	0.0%
01	60 6930	BUILDINGS		2,041,416	2,041,745	2,041,416	2,041,745	0.0%	0.0%
01	60 6952	EQUIPMENT		88,837	110,200	55,020	100,200	82.1%	-9.1%
01	60 6956	PUMPING EQUIPMENT		171,478	179,472	171,468	179,472	4.7%	0.0%
01	60 6960	VEHICLE		57,124	77,500	47,736	75,554	58.3%	-2.5%
TOTAL DEPRECIATION				6,657,725	6,965,924	6,614,510	6,953,978	5.1%	-0.2%
TOTAL OPERATING EXPENSES				70,130,795	86,854,949	74,333,971	90,869,188	22.2%	4.6%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #		ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
01	60	7000	CONSTRUCTION EXPENDITURES						
01	60	7110		5,011	0	0	0	0.0%	0.0%
01	60	7210			0	0	0	0.0%	0.0%
01	60	7211		570,385	0	107,538	0	-100.0%	0.0%
01	60	7212		26	675,000	324,377	972,130	199.7%	44.0%
01	60	7213		1,489,263	8,229,000	4,802,364	13,203,540	174.9%	60.5%
01	60	7214			2,200,000	405,169	0	-100.0%	-100.0%
01	60	7215			1,084,000	457,446	0	-100.0%	-100.0%
01	60	7410			0	0	0	0.0%	0.0%
01	60	7510		22,094	0	0	0	0.0%	0.0%
01	60	7610			0	0	0	0.0%	0.0%
01	60	7611		153,098	0	153,032	0	-100.0%	0.0%
01	60	7950							
01	60	7950			30,000	0	30,000	0.0%	0.0%
01	60	7950			0	0	0	0.0%	0.0%
01	60	7970							
01	60	7970			1,000	0	0	0.0%	-100.0%
01	60	7970			0	0	25,000	0.0%	0.0%
01	60	7970			0	0	0	0.0%	0.0%
01	60	7970			0	0	0	0.0%	0.0%
01	60	7980		(2,239,877)	(12,219,000)	(6,249,926)	(14,230,670)	127.7%	16.5%
TOTAL CONSTRUCTION EXPENDITURES				0	0	0	0	0.0%	0.0%

DUPAGE WATER COMMISSION  
TENTATIVE DRAFT MANAGEMENT BUDGET  
MAY 1, 2009 TO APRIL 30, 2010

ACCT #		ACCOUNT TITLE	TOTAL FROM	WATER FUND FY 07-08 ACTUAL	WATER FUND FY 08-09 BUDGET	WATER FUND FY 08-09 PROJECTED	WATER FUND FY 09-10 BUDGET	% CHANGE FY 09-10 BUDGET VS FY 08-09 PROJECTED	% CHANGE FY 09-10 BUDGET VS FY 08-09 BUDGET
01	60 8200	LEXINGTON PUMP STATION EXPENDITURES							
01	60 8201	EMERGENCY GENERATION		1,241,314	9,545,000	2,800,540	17,687,324	531.6%	107.0%
01	60 8202	PHOTOVOLTAIC CELLS		393,314	3,913,000	1,112,580	9,896,840	519.9%	76.2%
01	60 8203	VARIABLE FREQUENCY DRIVES		56,690	608,000	184,815	1,125,520	509.0%	85.1%
01	60 8200	CAPITALIZED/REIMBURSED		(1,691,318)	(13,086,000)	(4,097,935)	(25,709,484)	527.4%	96.8%
		TOTAL LEXINGTON EXPENDITURES		0	0	0	0	0.0%	0.0%

DATE: April 3, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Releasing Certain Executive Session Meeting Minutes at the April 9, 2009, DuPage Water Commission Meeting  Resolution No. R-22-09	<b>APPROVAL</b>	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public. Staff recommends that the minutes of the closed meeting of November 29, 2005 (Special Sub Committee) and November 13, 2008 be released to the public because, in staff's view, they no longer contain information requiring confidential treatment. It is also staff's recommendation that the minutes of all of the other closed meetings of the Board that have not been previously released to public should not be released to the public because they continue to contain information requiring confidential treatment.</p>			
<b>MOTION:</b> To approve Resolution No. R-22-09.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-22-09

A RESOLUTION RELEASING CERTAIN  
EXECUTIVE SESSION MEETING MINUTES AT THE  
APRIL 9, 2009, DUPAGE WATER COMMISSION MEETING

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the "Act"); and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on April 9, 2009, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as to the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission further determined that the minutes of the closed session meetings set forth in Schedule B attached hereto and by this reference incorporated herein and made a part hereof no longer require confidential treatment and should be made available for public inspection;

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



SECTION ONE:     Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO:     Release. The minutes of the closed session meetings set forth in Schedule B attached hereto shall be and they hereby are released.

SECTION THREE: Inspection and Copying. The Clerk shall be and hereby is authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the DuPage Water Commission.

SECTION FOUR: Effective Date. 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

Resolution No. R-22-09

**SCHEDULE A**

June 9, 1988

May 13, 2004  
First Session

January 8, 2009

Resolution No. R-22-09

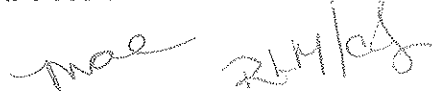
**SCHEDULE B**

November 29, 2005  
Special Sub Committee

November 13, 2008

DATE: April 3, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Amending the Tuition Reimbursement Policy  Resolution No. R-23-09	<b>APPROVAL</b>	
<p>At the April 10, 2008, Commission meetings, the Administration Committee recommended, and the Board agreed, to amend the Commission's Tuition Reimbursement Policy to limit reimbursement to \$4,000.00 per employee per fiscal year. Resolution No. R-23-09 would amend the Tuition Reimbursement Policy to eliminate the cap, effective as of May 1, 2009.</p>			
<b>MOTION:</b> To approve Resolution No. R-23-09.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-23-09

A RESOLUTION AMENDING  
THE TUITION REIMBURSEMENT POLICY

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq.; and

WHEREAS, the Water Commission Act of 1985 provides that the Commission shall determine its own rules of proceeding; and

WHEREAS, in furtherance thereof, the Commission adopted By-Laws of the DuPage Water Commission, which By-Laws were restated by Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-10-99, O-7-00, O-11-02, O-2-04, O-11-04, O-12-04, O-1-05, O-11-06, and O-7-08 (the "By-Laws"); and

WHEREAS, pursuant to the By-Laws, the Board of Commissioners of the DuPage Water Commission has the power to pass and enforce all necessary ordinances, resolutions, rules, regulations, and administrative orders for the conduct of business and management of property of the Commission; and

WHEREAS, in furtherance thereof and pursuant to Resolution No. R-60-07, the Commission comprehensively amended and restated its regulations affecting Commission employment, working conditions, and employee benefits, effective as of January 1, 2008 (the "Personnel Manual"); and

WHEREAS, Section 8.23 of the Personnel Manual sets forth the procedures and requirements for participating in the Commission's Advanced Education Tuition

Reimbursement Program and includes a provision that the Commission's cost for approved advanced education will be met from budgeted amounts therefor; and

WHEREAS, pursuant to motion adopted on April 10, 2008, the Board of Commissioners of the DuPage Water Commission limited reimbursement under the Advanced Education Tuition Reimbursement Program to \$4,000.00 per employee per fiscal year, effective as of April 10, 2008, except for classes previously approved for reimbursement under the FY 07/08 Management Budget that were in progress as of April 10, 2008; and

WHEREAS, upon further consideration, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to eliminate the cap on reimbursement established April 10, 2008;

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

SECTION ONE:     Recitals. 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:     Amendment. Effective as of May 1, 2009, the Commission's Advanced Education Tuition Reimbursement Program shall be and it hereby is amended to eliminate the \$4,000.00 per employee per fiscal year limitation on reimbursement that was established pursuant to motion of the Board of Commissioners of the DuPage Water Commission on April 10, 2008.

SECTION THREE: Effective Date. This Resolution shall be in full force and effect from and after its adoption; provided, however, that Section Two of this Ordinance shall be of no force or effect until May 1, 2009.

AYES:

NAYS:

ABSENT:


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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

# 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 Master Contract with Peters &amp; Associates, Inc. for Computer Consulting Services</p> <p>Resolution No. R-24-09</p>	<b>APPROVAL</b>	
<p>Account Number: 01-60-6280</p> <p>Resolution No. R-24-09 would approve a master contract with Peters &amp; Associates, Inc. for Computer Consulting Services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-24-09 would also approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 1: Installation and Configuration of Microsoft SharePoint</b></p> <p>In accordance with the Board's direction at the meeting of March 12, 2009, Task Order No. 1 was issued for assistance in the installation and configuration of Microsoft SharePoint using an Application Developer with SharePoint Technology expertise. Cost of this Task Order is a lump sum of \$1,800.00.</p> <p><b>Task Order No. 2: Network Information Security Assessment</b></p> <p>Task Order No. 2 will authorize Peters &amp; Associates to perform the following tasks to assess the current status of the Commission's computer network:</p> <ul style="list-style-type: none"> <li>• External penetration scan to identify any system vulnerabilities.</li> <li>• Risk Assessment and Gap Analysis Review.</li> <li>• On-Site Technical Review and Data Collection.</li> </ul> <p>Cost of this Task Order is a lump sum of \$6,000.00.</p>			
<b>MOTION:</b> To approve Resolution No. R-24-09.			



## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-24-09

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MASTER CONTRACT WITH PETERS & ASSOCIATES, INC.  
FOR COMPUTER CONSULTING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and Peters & Associates, Inc., an Illinois corporation ("Consultant"), desires to provide from time to time, computer consulting services in connection with the Commission's Computer Network System and other projects; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, computer consulting services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desires to provide under the master contract, assistance in the installation and configuration of Microsoft SharePoint and a network information security assessment;

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 and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: A Master Contract between the DuPage Water Commission and Peters & Associates, Inc. for Computer Consulting Services, 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 of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Master 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 Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Contract executed by Peters & Associates, Inc.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, the issuance of Task Order No. 1 to the Master Contract, in accordance with the direction of the Board of Commissioners of the DuPage Water Commission at its meeting of March 12, 2009, and in the form attached hereto as Exhibit 2, shall be and it hereby is ratified and confirmed.

SECTION FOUR: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 2 to the Master Contract, in substantially the form attached hereto as Exhibit 3, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved and

the General Manager shall be and hereby is authorized and directed to execute Task Order No. 2 to the Master Contract in substantially the form attached hereto as Exhibit 3, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order No. 2 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of Task Order No. 2 executed by Peters & Associates, Inc. Upon execution by the General Manager, Task Order No. 2 to the Master 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

Resolution No. R-24-09

EXHIBIT 1

MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
PETERS & ASSOCIATES, INC.  
FOR  
COMPUTER CONSULTING SERVICES

**MASTER CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**PETERS & ASSOCIATES, INC.**  
**FOR**  
**COMPUTER CONSULTING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**PETERS & ASSOCIATES, INC.**  
**FOR**  
**COMPUTER 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 Peters & Associates, Inc., 1801 South Meyers Road, Suite 120, Oakbrook Terrace, Illinois 60181, an Illinois corporation ("Consultant"), make this Contract as of the 10<sup>th</sup> day of April, 2009, and hereby agree as follows:

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

**1.1 Performance of the Services**

A. Consultant's Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic consulting services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other consulting services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.



4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Tasks Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

Owner reserves the right to employ other consultants on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

## **1.2 Commencement and Completion Dates**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, 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 the Task Order for such Project and 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 the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

## **1.3 Required Submittals**

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project 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 for such Project ("Required Submittals").

B. Time of Submission and Owner's Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project 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 reasonable 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. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and 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 the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and 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, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

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

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, 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, the Task Order for such Project and this Contract.

## 1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

## 1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order 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 in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated 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 to be provided, performed, and completed under such Task Order. No such termination, except for voluntary terminations by employees, and no such 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 for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, 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, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract

shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, 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**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (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 the Task Order for the Project; (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 the Task Order for the Project, 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 the Task Order for the Project; (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 the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data 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.

## **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 under any Task Order 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 such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

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, such Task Order and 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 under such Task Order 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**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, 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 for such Task Order 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 for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If

Owner fails to issue a Change Order for such Task 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 for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task 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 for such Task 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 ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten 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 for such Task Order 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. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant warrants that the Services and all of its components shall be free from material defects and flaws in design; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with recognized industry 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 the Task Order for such Project or 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**

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

### **3.3 Risk of Loss**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors or 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 negligent errors or 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**

A. Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, 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.

B. Minimum Coverages. 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 following minimum insurance coverages and limits:

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

(a) Worker's Compensation: Statutory;

(b) 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.

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

All employees shall be included as insureds.

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

(a) Each Occurrence: \$1,000,000

(b) General Aggregate: \$2,000,000

(c) Completed Operations Aggregate: \$2,000,000

(d) Personal Injury: \$1,000,000

Coverages shall include:

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

4. 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 this Contract and each Task Order issued pursuant to this Contract.

5. 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. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

#### **4.2 Indemnification**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

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

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("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 such Task Order. 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**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 30 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. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, 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"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, 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 under such Task Order, 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 under such Task Order, 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, for each Project delineated and described in a Task Order issued pursuant to this Contract, 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 such Task Order 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 unless bonded over by Consultant; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable 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; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure such matter within ten business days after receipt of such written notice.

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. If such matter is not cured by Consultant within ten business days after receipt of written notice from Owner as provided herein, 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, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## **ARTICLE VI**

### **REMEDIES**

#### **6.1 Owner's Remedies**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or 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 ten 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 the Task Order for such Project and 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 for such Task Order.
3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project.
4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable 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 direct damages suffered by Owner.

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

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to 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, and all Task Orders issued pursuant to 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**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued 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 or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to 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 or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order 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 under such Task Order.

#### **7.6 Security**

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services 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 Services under a Task Order issued pursuant to this Contract, 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 (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. 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)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. 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 Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, 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 therefrom.

## **7.7 No Waiver**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 the Task Order for such Project or 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 the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

## **7.8 No Third Party Beneficiaries**

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

## **7.9 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: General Manager

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

Peters & Associates, Inc.  
1801 South Meyers Road  
Suite 120  
Oakbrook Terrace, Illinois 60181  
Attention: President

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 7.9 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.

#### **7.10 Governing Laws**

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

#### **7.11 Changes in Laws**

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

#### **7.12 Compliance with Laws and Grants**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

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 under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

### **7.13 Documents**

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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, upon payment to Consultant of all amounts due under such Task Order, 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 or any Task Order issued pursuant to 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 or any Task Order issued pursuant to 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.

### **7.14 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

### **7.15 Severability**

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to 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 or such Task Order shall be in any way affected thereby.

### **7.16 Entire Agreement**

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order 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 under such Task Order and the compensation therefor.

#### **7.17 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, P.E.  
General Manager

Attest/Witness:

**PETERS & ASSOCIATES, INC.**

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

By: \_\_\_\_\_  
Thomas R. Wiesman  
President

## ATTACHMENT A

### **DESCRIPTION OF BASIC SERVICES**

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. 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 each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to 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 that are required to be provided under the Task Order for such Project 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. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
  - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
  - c. Provide economic analysis of various alternatives.
  - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.
2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Determine the general scope, extent and character the Project.
  - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
  - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
  - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
  - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
  - b. Issue addenda as appropriate and approved by Owner.
  - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
  - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
  - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
- a. Furnish advice and consulting services during the construction period.
  - b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
  - c. Consult and advise on the interpretation of the construction contracts.
  - d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
  - e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
  - f. Review contractors' breakdown of cost, material quantities and scheduling.
  - g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
  - h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
  - i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
  - j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
  - k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.



- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
  - m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.
- 6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
  - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

## ATTACHMENT B

### **FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Peters & Associates, Inc. ("Consultant") for Professional Consulting Services dated April 10, 2009 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

\_\_\_\_\_ days following execution of this Task Order by Owner.

\_\_\_\_\_ days following issuance of Notice to Proceed by Owner.

\_\_\_\_\_, 200\_\_.

5. **Completion Date:**

*For use with single phase projects or multiple phase projects with single completion date:*

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

\_\_\_\_\_, 200\_\_\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

*For use with multiple phase projects with separate completion dates:*

- A. Study and Report Phase: \_\_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Preliminary Design Phase: \_\_\_\_\_ 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. Final Design Phase: \_\_\_\_\_ 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. Bidding or Negotiating Phase: \_\_\_\_\_ 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.
- E. Construction Phase: \_\_\_\_\_ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- F. Operational Phase: \_\_\_\_\_ 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.
- G. \_\_\_\_\_ Phase: \_\_\_\_\_ 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.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. Key Project Personnel:

Names:

Telephone:

8. Contract Price:

LUMP SUM TASK ORDER

***For use with single phase projects or multiple phase projects with single lump sum cost:***

For providing, performing, and completing all Services, the total Contract Price of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing) (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in figures) (in figures)

***For use with multiple phase projects with separate lump sum amounts:***

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, a fixed fee of \$\_\_\_\_\_ plus an amount equal to Consultant's Direct Labor Costs times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project.

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

***For use with multiple phase projects with separate pricing:***

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, 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>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$

DIRECT COST TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

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

***For use with multiple phase projects with separate pricing:***

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report		\$
Preliminary Design		\$
Final Design		\$
Bidding/Negotiation		\$
Construction		\$
Operational		\$
_____		\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to \_\_\_\_\_% of the Construction Cost of the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$\_\_\_\_\_, 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:

***For use with Lump Sum Task Orders:***

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

***OR***

For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

***For use with Cost Plus Fixed Fee Task Orders:***

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.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

***For use with Direct Cost Task Orders:***

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.

***For use with Percentage of Construction Cost Task Orders:***

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project, whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____	%
Preliminary Design	_____	%
Final Design	_____	%
Bidding/Negotiation	_____	%
Construction	_____	%
Operational	_____	%
_____	_____	%

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.



Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

10. **Special Safety Requirements:**

[state "none" or:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is reminded that one of the purposes of the Project is to ***[DESCRIBE SPECIAL CIRCUMSTANCES]*** and, therefore, it would be reasonable to assume that ***[DESCRIBE SPECIAL HAZARDS]*** at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. ***[DESCRIBE SPECIAL REQUIREMENTS]***.
- ii. ***[DESCRIBE SPECIAL REQUIREMENTS]***.

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "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 \_\_\_\_\_, 200\_\_.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Robert L. Martin, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

PETERS & ASSOCIATES, INC.

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 1801 South Meyers Road, Suite 120, Oakbrook Terrace, Illinois 60181

E-mail Address:

Phone:

Fax:

Resolution No. R-24-09

EXHIBIT 2

## TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner" or "DWC") and Peters & Associates, Inc. ("Consultant") for Professional Consulting Services dated April 10, 2009 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Assistance in the installation and configuration of Microsoft SharePoint.

2. **Services of Consultant:**

Consultant will assign an Application Developer with SharePoint Technology expertise for the engagement.

The project estimate and scope relies on the following assumptions:

- Windows SharePoint Services 3.0 SP1 (WSS) and SQL Server 2005 Standard will be installed and configured as the base applications for the project. The project will use a server(s) supplied by DWC
- User authentication will be managed using Active Directory. All site users are assumed to be available via DWC's Global Address List and have an E-mail address associated to the user account. The project assumes all users will access the SharePoint sites from the DWC network

As part of the Project Scope, Consultant will deliver the following components and services:

- Conduct a two-hour review of the DWC network for purposes of installing SharePoint
- Install Microsoft Windows SharePoint Services 3.0 (WSS) SP1 onto up to 3 servers set up and configured by DWC
- Install the "Fantastic 40" WSS site templates to the Site Template Gallery
- Install and configure SQL 2005 Standard Edition on a server set up and configured by DWC to act as the database engine for the WSS instances
- Configure WSS to connect to DWC's E-mail server, Active Directory and Firewall device.
- Review the installation and provide basic guidance and training to DWC on functionality, basic administration and security (up to 2 hours)

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

None

4. Commencement Date:

March 27, 2009

5. Completion Date:

March 30, 2009

6. Submittal Schedule:

None

7. Key Project Personnel:

Larry Jensen and others as assigned.

8. Contract Price:

For providing, performing, and completing all Services, the Contract Price of:

One Thousand Eight Hundred Dollars and No Cents  
(in writing) (in writing)

\$1,800 Dollars and 00 Cents  
(in figures) (in figures)

9. Payments:

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

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 April 10, 2009.

DUPAGE WATER COMMISSION

By:

  
Robert L. Martin, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Schori

Title: Instrumentation & Remote Facilities Supervisor

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

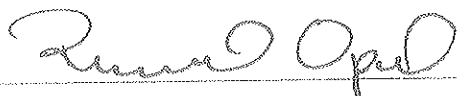
E-mail Address: schori@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

PETERS & ASSOCIATES, INC.

By:

  
Name: Richard Opal  
Title: Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Larry Jensen

Title: Senior Account Manager

Address: 1801 South Meyers Road, Suite 120, Oakbrook Terrace, Illinois 60181

E-mail Address: larry.jensen@peters.com

Phone: (630) 832-0075

Fax: (630) 832-9636

## TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner" or "DWC") and Peters & Associates, Inc. ("Consultant" or "P&A") for Professional Consulting Services dated April 10, 2009 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Network Information Security Assessment

2. **Services of Consultant:**

The following sections detail the scope of work for each of the various components included in this project proposal:

**Project Kickoff Meeting**

Consultant leads a meeting with DWC and P&A staff, to:

1. Review and discuss the scope of work to be performed during the assessment
2. Discuss the data collection process, schedules and project deliverables
3. Identify if any additional areas need to be addressed within the assessment

**External Penetration Scan**

The P&A Project Manager will conduct an external penetration scan:

1. Using port scanning technologies, identify security vulnerabilities in external-facing devices, such as firewalls, routers, web hosts, etc.
2. Interpret the scan results and provide recommendations for the remediation of any identified vulnerabilities

**Risk Assessment and Gap Analysis Review**

The P&A Project Manager will meet with staff and management of DWC to gathering information by performing the following services:

- **Risk Assessment** – Refresh / update the Risk Assessment worksheet and details, from the assessment performed in 2006.

*Using models provided by NIST, FFIEC and CERT, as well as P&A's extensive experience, provide an organizational view of the company's information assets, their relative importance to business operations and risk potential. This information is used to guide investment and*

*strategy for protecting information confidentiality, availability and integrity.*

- **Business Continuity and Disaster Recovery Gap Analysis** – Refresh / update the DWC Disaster Recovery Gap Assessment worksheet and details, from the assessment performed in 2006.

*Using P&A's Gap Assessment checklist, review existing Disaster Recovery Plan(s) to identify gaps and provide recommendations. This review will include analysis of business impact resulting from disaster scenarios.*

### **On-Site Technical Review and Data Collection**

A P&A Senior Consultant will arrive on-site to perform data collection activities and site review, acquire existing documentation (as necessary) as well as investigate the current network environment, including the following variables:

- **SQL** – Using third party and/or Microsoft tools, review Microsoft SQL database structure, accounts, permissions and configuration. Document configurations and findings, relative to best practices, and provide recommendations.
- **Data Backup** – Review of data backup environment, including infrastructure, configuration, log review, backup jobs / schedules, tape handling procedures, test file restores, etc. Document configurations and findings and provide recommendations, including complementary data replication approaches.
- **AntiVirus and AntiSpam** – Review of current enterprise antivirus and antispam tools, methods and strategy and current software configuration. Document configurations and findings and provide recommendations, including complementary technologies and approaches.
- **Removable Storage Devices** – Scan a network and/or specific workstations or servers to identify removable devices (e.g., USB “thumb drives”) which have been or are currently attached. Deliverables will include a detailed historical report of the use of such devices, and recommendations for controlling the use of such devices.
- **Network Management Review** – Review of network management tools currently in place. Identify how these tools can be used to automate the administration of common tasks, such as new software or patch deployment, and network security. Document present capabilities and make recommendations for enhanced use of existing tools, and the use of additional tools where gaps exist.



- **External DNS Review** – Review and report the ownership status of Internet domain name services (DNS). Document findings and provide recommendations.
- **Internet Connectivity** – Diagram, and/or validate, the physical and logical path for connectivity to the Internet, noting critical components, IP addressing, configuration of important devices, etc.
- **Web / Internet Usage** – Using sophisticated monitoring tools, report on usage and provide recommendations for minimizing security exposures from Web / Internet usage by employees.
- **Firewall** – Review network placement, capacity, OS level and configuration of device(s). Document configurations and provide recommendations for enhancing security as well as reliability / performance improvements.
- **Remote Access** – Review the configuration of remote access technology (e.g. VPN) in place, including devices, clients, authentication, logging, encryption levels, best practices, etc. Document configurations and findings and provide recommendations.
- **Wireless** – Utilize wireless discovery tools to locate and review signals, encryption levels and resulting security vulnerabilities from wireless systems in use within the organization.
- **Intrusion Detection / Prevention System Review** – Review the IDS / IPS system in place, listing of systems monitored, configuration and management of IDS / IPS for level of alerts, response structure, notification and best practice implementation. Document findings and provide recommendations.

### **Review of Findings and Documentation**

At the conclusion of the on-site data collection activities:

- The P&A Consultant and Project Manager will meet to assess the data, review the findings and identify security vulnerabilities, if applicable.
- The Project Manager will document the findings and provide recommendations for the remediation of any existing and/or potential security vulnerabilities.

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

None

4. **Commencement Date:**

April 10, 2009

5. **Completion Date:**

May 4, 2009

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Larry Jensen and others as assigned.

8. **Contract Price:**

For providing, performing, and completing all Services, the Contract Price of:

<u>Six Thousand</u>	Dollars and <u>No</u> Cents
(in writing)	(in writing)

<u>\$6,000</u>	Dollars and <u>00</u> Cents
(in figures)	(in figures)

9. **Payments:**

For purposes of payments to Consultant, the value of the Services under this Task Order shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

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 April 10, 2009.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Robert L. Martin, P.E.  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Schori

Title: Instrumentation & Remote Facilities Supervisor

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

E-mail Address: schori@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

PETERS & ASSOCIATES, INC.

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Larry Jensen

Title: Senior Account Manager

Address: 1801 South Meyers Road, Suite 120, Oakbrook Terrace, Illinois 60181

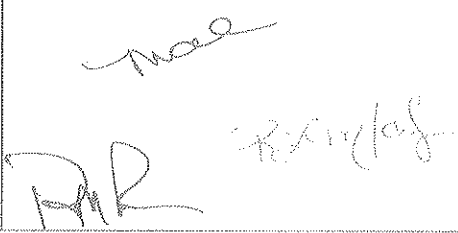
E-mail Address: larry.jensen@peters.com

Phone: (630) 832-0075

Fax: (630) 832-9636

DATE: April 3, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	An Ordinance Establishing A Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010  Ordinance No. O-5-09	<b>APPROVAL</b>	
Account No. 01-5110			
<p>Ordinance No. O-5-09 would establish a rate of \$1.48 per 1,000 gallons of water for Operation and Maintenance Costs for the period of May 1, 2009 through April 30, 2010 in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-4-09 and that was approved for distribution in tentative form at the February 12, 2009, Board meeting.</p>			
<b>MOTION:</b> To approve Ordinance No. O-5-09.			

## DuPAGE WATER COMMISSION

## ORDINANCE NO. O-5-09

AN ORDINANCE ESTABLISHING A RATE FOR  
OPERATION AND MAINTENANCE COSTS  
FOR THE FISCAL YEAR COMMENCING  
MAY 1, 2009 AND ENDING APRIL 30, 2010

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the Commission is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Operation and Maintenance Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the "Charter Customer Contract"), Operation and Maintenance Costs payable by the Charter Customers in each Fiscal Year are determined and assessed by the Commission on a price per 1,000 gallon basis established in accordance with the provisions of Subsection 7(l) of the Charter Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2009, and ending April 30, 2010 (the "Covered Fiscal Year"), as required by said Subsection 7(l) (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Operation and Maintenance Costs for the Covered Fiscal Year in a stated price of \$1.48 per 1,000 gallons of water delivered; and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated price of \$1.48 per 1,000 gallons of water delivered as and for the rate to be charged to all Contract Customers for Operation and Maintenance Costs in the Covered Fiscal Year;

NOW, THEREFORE, BE IT ORDAINED, 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 Board of Commissioners of the DuPage Water Commission.

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: A rate of \$1.48 per 1,000 gallons of water delivered shall be and it hereby is established for Operation and Maintenance Costs for the Covered Fiscal Year. The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall apply equally to Charter Customers and Subsequent Customers and shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Charter Customer Contract or any Subsequent Contract.

SECTION FOUR: Notwithstanding any other provision of this Ordinance, at any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water

Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period.

SECTION FIVE: The rate for Operation and Maintenance Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance and in accordance with the notice and hearing requirements of Subsection 7(l) of the Charter Customer Contract.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Sections Three and Four of this Ordinance shall be of no force or effect until May 1, 2009.

AYES:

NAYS:

ABSENT:

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

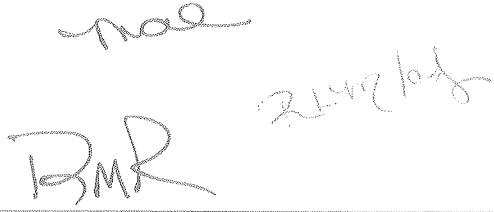
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: April 3, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010  Ordinance No. O-6-09	<b>APPROVAL</b>	
Account No. 01-5120  Ordinance No. O-6-09 would establish a rate for Fixed Costs for FY 2009/2010 using sales tax funds to reduce Fixed Costs payments by 50% of the required amount (approximating an average Charter Customer rate of \$0.22 per 1,000 gallons) in accordance with the Annual Management Budget that appears on the agenda as Ordinance No. O-4-09 and that was approved for distribution in tentative form at the February 12, 2009, Board meeting.			
<b>MOTION:</b> To approve Ordinance No. O-6-09.			



## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-6-09

AN ORDINANCE ESTABLISHING FIXED COSTS TO  
BE PAYABLE BY EACH CONTRACT CUSTOMER  
FOR THE FISCAL YEAR COMMENCING  
MAY 1, 2009 AND ENDING APRIL 30, 2010

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the Commission is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Fixed Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the "Charter Customer Contract"), Fixed Costs payable by the Charter Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 6(b) of the Charter Customer Contract; and

WHEREAS, the Commission prepared and submitted to the Charter Customers a tentative budget for the Fiscal Year commencing May 1, 2009, and ending April 30, 2010 (the "Covered Fiscal Year"), as required by Subsection 7(l) of the Charter Customer Contract (the "Tentative Budget"); and

WHEREAS, the Tentative Budget contained an estimate of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year in a stated aggregate dollar amount of \$7,145,219.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or

Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2007, and December 31, 2008; and

WHEREAS, due notice having been given, a hearing was held on the Tentative Budget at which time the Charter Customers were heard; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated aggregate dollar amount of \$7,145,219.00 as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year;

NOW, THEREFORE, BE IT ORDAINED, 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 Board of Commissioners of the DuPage Water Commission.

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Fiscal Year shall be and they hereby are established in the aggregate dollar amount of \$7,145,219.00, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2007, and December 31, 2008. Each Contract Customer's

proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Charter Customer or applicable Subsequent Contract.

SECTION FOUR: The Fixed Costs established pursuant to this Ordinance for the Covered Fiscal Year shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors; provided, however, that Section Three of this Ordinance shall be of no force or effect until May 1, 2009.

AYES:

NAYS:

ABSENT:

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

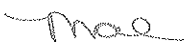


\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: April 3, 2009

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	A Resolution Approving and Accepting the Proposal of McGladrey & Pullen, LLP for Audit Services  Resolution No. R-19-09	<b>APPROVAL</b>     	
Account No.: 01-60-6260  Resolution No. R-19-09 would approve and accept the proposal of McGladrey & Pullen, LLP, dated February 18, 2009, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2009, for a total cost of \$60,000.			
<b>MOTION:</b> To approve Resolution No. R-19-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-19-09

A RESOLUTION APPROVING AND ACCEPTING THE PROPOSAL OF  
McGLADREY & PULLEN, LLP FOR AUDIT SERVICES

WHEREAS, on February 19, 2009, the DuPage Water Commission received a proposal from McGladrey & Pullen, LLP, dated February 18, 2009, for the continuation of audit services through the audit for the fiscal year ending April 30, 2009; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to continue the services of McGladrey & Pullen, LLP to perform the annual audit of the Commission's financial statements for the fiscal year ending April 30, 2009;

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 as if fully set forth.

SECTION TWO: The proposal of McGladrey & Pullen, LLP, dated February 18, 2009, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2009, for a total cost of \$60,000, shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

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

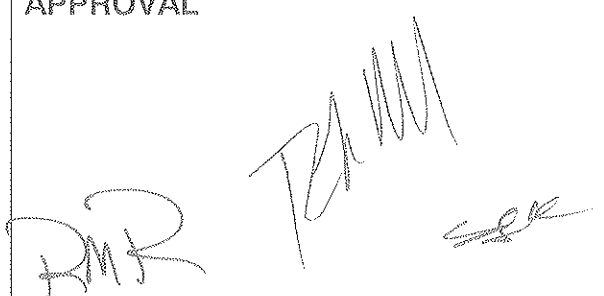
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: April 3, 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 Work Authorization Orders Under Quick Response Contract QR-8/08 at the April 9, 2009, DuPage Water Commission Meeting  Resolution No. R-20-09	<b>APPROVAL</b>  	
Account Number: 01-60-6280			
<p>The Commission entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-20-09 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p><b>Work Authorization Order No. 010 to Martam Construction Incorporated:</b> In the interest of maintaining progress on the design work for the Commission Connection Facilities needed to connect DuPage County's Glen Ellyn Heights Service Area, this work authorization order was issued prior to Board approval and was for the purpose of conducting exploratory excavation to determine the exact alignment and elevation of the proposed connection point to the Northwest Transmission Main.</p> <p>The cost of this work is not known but is estimated to be \$6,500.00.</p>			
<b>MOTION:</b> To approve Resolution No. R-20-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-20-09

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-8/08 AT THE  
APRIL 9, 2009, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-8/08"); and

WHEREAS, Contract QR-8/08 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby



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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## Exhibit 1

## WORK AUTHORIZATION ORDER

### CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.010

**LOCATION:**

The Northwest Transmission Main between Stacy Court and Highland Ave. in unincorporated Glen Ellyn.

**CONTRACTOR:**

Martam Construction Incorporated

**DESCRIPTION OF WORK:**

Excavate and expose an existing pipe stub and feeder main.

**REASON FOR WORK:**

To verify the alignment and elevation of Commission facilities.

**MINIMUM RESPONSE TIME:**

N/A

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

N/A

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

☐ IS ☒ IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:  
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By:   
Signature of Authorized  
Representative

DATE: 3-25-09

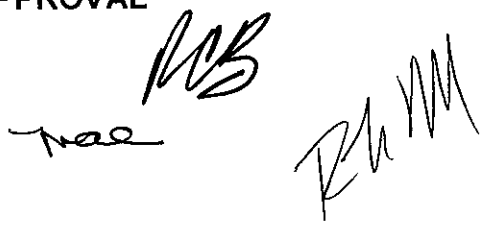
CONTRACTOR RECEIPT ACKNOWLEDGED:

By:   
Signature of Authorized  
Representative

DATE: 3/26/09

DATE: April 3, 2009

## 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 April 9, 2009, DuPage Water Commission Meeting  Resolution No. R-21-09	<b>APPROVAL</b>	
Account Number: 01-60-8201.01 - \$28,331.37			
Resolution No. R-21-09 would approve the following Change Orders:			
<b>Change Order No. 1 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station).</b>			
<p>Change Order No. 1 would increase the Contract Price by \$18,856.25 for additional excavation and materials required for lowering the elevations of the structural footings of the south access road retaining wall as required by the City of Chicago Office of Underground Construction.</p> <p>Change Order No. 1 would also increase the Contract Price by \$9,475.12 for the design and construction of a precast concrete box culvert in lieu of round pipe for a 30" diameter storm sewer installation. Upon excavation for the 30" diameter storm sewer installation, tie-back and dead-man wall installation, it was discovered that the elevation of an existing ComEd electrical duct bank interfered with the proposed invert grade of the 30" diameter sewer pipe. Other existing utilities and utility structures further complicated the installation where realignment of the sewer was not possible.</p> <p>Change Order No. 1 would also extend the Generator Housing Work completion date by 100 calendar days due to (1) extraneous underground construction and building permit review time by various agencies or bureaus within the City of Chicago (84 days) and (2) the redesign of the 30" diameter storm sewer (16 days). This time extension also operates to eliminate the assessment of 100 days of interim liquidated damages, at the rate of \$2,000 per day, for delays in completing the Generator Housing Work.</p> <p>The final Contract Completion Date would remain as July 11, 2010.</p>			
<b>MOTION:</b> To approve Resolution No. R-21-09.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-21-09

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
APRIL 9, 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 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

Exhibit 1

Resolution No. R-21-09

1. Change Order No. 1: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) in the amount of \$28,331.37 and 100 days for Generator Housing Work only.

Total amount of the Change Order(s) is \$28,331.37.

DuPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 4

PROJECT NAME: Electrical Generation Facilities  
and Other Improvements at the  
Lexington Pumping Station

CHANGE ORDER NO. 1

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: April 9, 2009

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Lower the elevation of the structural footings for the south access driveway retaining wall footings as required by the City of Chicago's Office of Underground Construction.
2. Revise storm sewer installation, tie-back and dead-man wall placement in accordance with Contract Drawing No. AS5 as revised on January 14, 2009.
3. Delete the first sentence of Subsection 1F, entitled "Generator Delivery Period," of Section 1, entitled "Scheduling," of the Special Conditions of Contract and replace with the following:  
  
"Contractor shall be allowed and required to schedule the Work as necessary to enable Contractor to request delivery of the four stationary engine generator sets and appurtenances to be furnished by Patten Industries, Inc. (the "Generator Supply Contractor") under separate contract with Owner entitled "Contract/Proposal for the Supply of Engine Generator Units" (the "Generator Supply Contract") within the period beginning May 1, 2009, and ending October 8, 2009."
4. Delete all references to "June 30, 2009" in the first paragraph of Subsection 1G, entitled "Additional Special Remedies for Delay," of Section 1, entitled "Scheduling," of the Special Conditions of Contract and replace with "October 8, 2009."

B. REASON FOR CHANGE:

1. During the permit review process, the City of Chicago's Office of Underground Construction determined that the footing elevations as proposed did not meet the City's structural code requirements for roadway retaining walls.



2. Upon excavation for the 30" diameter storm sewer installation, tie-back and dead-man wall installation, it was discovered that the elevation of an existing ComEd electrical duct bank interfered with the proposed invert grade of the 30" diameter sewer pipe. Other existing utilities and utility structures further complicated the installation where realignment of the sewer was not possible and an alternate means of storm sewer installation was required.
3. The City of Chicago's Office of Underground Construction permit review process was 114 calendar days. Of the 114 calendar day review time, the design team determined that a customary review time should be 30 Days. In addition, an additional delay of 16 Days was incurred due to the length of time taken to design the alternate storm sewer.
4. Same as #3 above.

C. REVISION IN CONTRACT PRICE:

1. \$18,856.25 (negotiated)
2. \$9,475.12 (negotiated)
3. Not Applicable
4. Not Applicable

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 July 11, 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.

III. ADJUSTMENTS IN CONTRACT PRICE:


- |    |  |    |                      |
|----|--|----|----------------------|
| 1. | Original Contract Price  | \$ | <u>17,209,000.00</u> |
| 2. | Net (addition) (reduction) due<br>to all previous Change Orders<br>Nos. <u>      </u> to <u>      </u> | \$ | <u>0.00</u>          |
| 3. | Contract Price, not including<br>this Change Order   | \$ | <u>17,209,000.00</u> |
| 4. | <del>(Addition)</del> <del>(Reduction)</del> to Contract<br>Price due to this Change Order             | \$ | <u>28,331.37</u>     |
| 5. | Contract Price including this<br>Change Order  | \$ | <u>17,237,331.37</u> |

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS:

Greeley and Hansen LLC.

By:

  
\_\_\_\_\_  
Signature of Authorized  
Representative


(4.1.09)  
\_\_\_\_\_  
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:

Joseph J. Henderson and Son, Inc.

By:

  
\_\_\_\_\_  
Signature of Authorized  
Representative

3/30/09  
\_\_\_\_\_  
Date

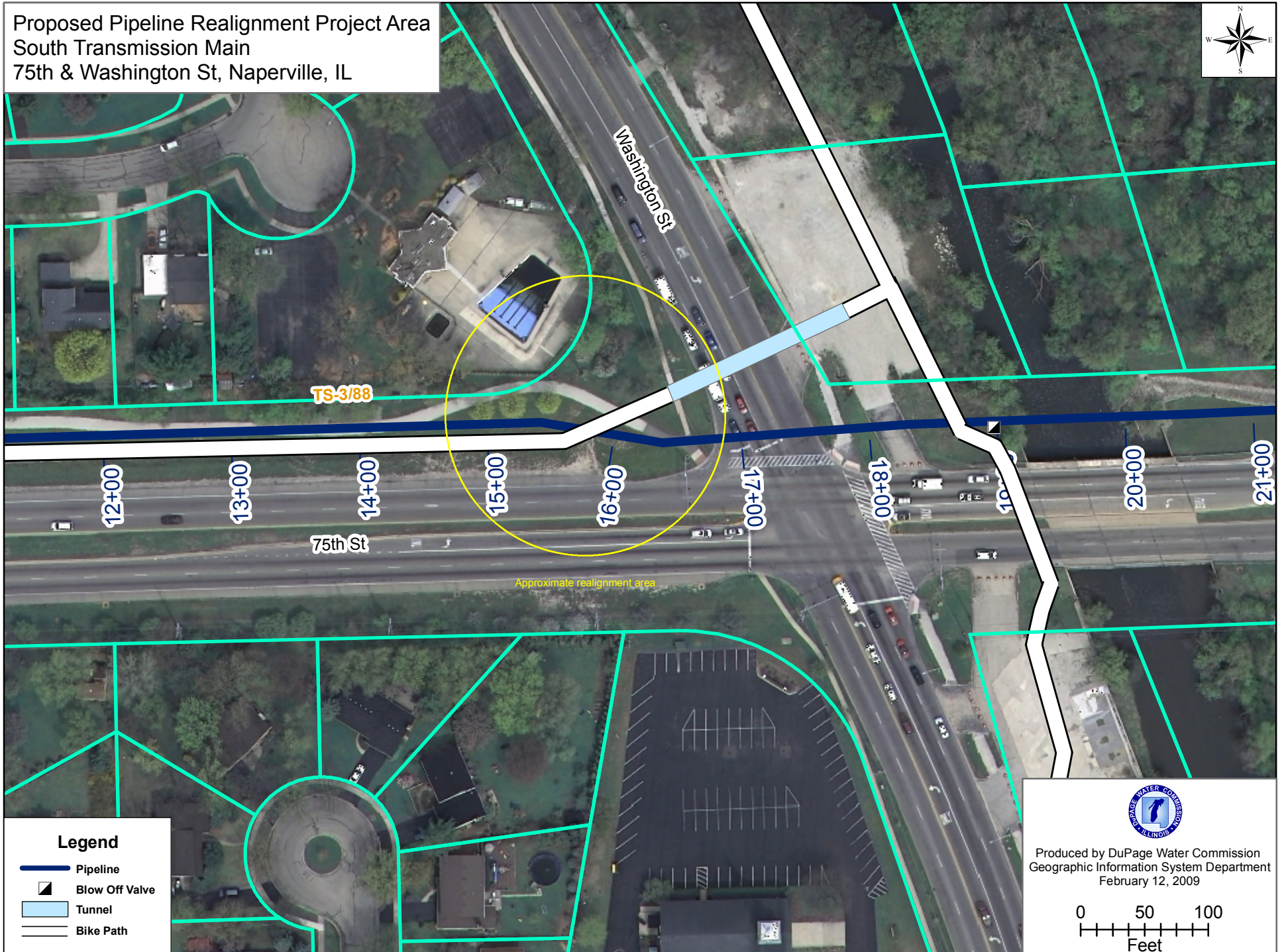
DUPAGE WATER COMMISSION:

By:





\_\_\_\_\_  
Signature of Authorized  
Representative

( )  
\_\_\_\_\_  
Date

Proposed Pipeline Realignment Project Area  
South Transmission Main  
75th & Washington St, Naperville, IL



**Legend**

-  Pipeline
-  Blow Off Valve
-  Tunnel
-  Bike Path



Produced by DuPage Water Commission  
Geographic Information System Department  
February 12, 2009

0 50 100  
Feet

4/02/2009 7:18 AM  
PACKET: 01236 HOLD FOR BOARD APPROVAL  
VENDOR SET: 01 DUPAGE WATER COMMISSION  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<hr/>							
01-1632		ALDRIDGE ELECTRIC, INC.					
<hr/>							
I-200903192060		QRE4/08 CONDUIT& CABLE REPAI	2,775.49				
3/19/2009	IL	DUE: 3/02/2009 DISC: 3/02/2009			1099: N		
		QRE4/08 CONDUIT& CABLE REPAIR			01 60-6633	REMOTE FACILITIES MAINTN	2,775.49
<hr/>							
===== VENDOR TOTALS =====			2,775.49				
<hr/>							
01-1101		HOLLAND & KNIGHT LLP					
<hr/>							
I-2363679		LEGAL SERVICES: FEB 2009	16,447.76				
3/19/2009	IL	DUE: 3/13/2009 DISC: 3/13/2009			1099: Y		
		LEGAL SERVICES: FEB 2009			01 60-6251	LEGAL SERVICES- GENERAL	16,447.76
<hr/>							
===== VENDOR TOTALS =====			16,447.76				
<hr/>							
01-1608		MARTAM CONSTRUCTION, INC.					
<hr/>							
I-9009		QRE-009A REPAIR WTR MAIN	11,934.61				
3/19/2009	IL	DUE: 3/10/2009 DISC: 3/10/2009			1099: N		
		REPAIR LEAK IN IRON WATER MAIN			01 60-6631	PIPELINE REPAIRS	11,934.61
<hr/>							
===== VENDOR TOTALS =====			11,934.61				
<hr/>							
===== PACKET TOTALS =====			31,157.86				

PACKET: 01236 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	31,157.86
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

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BATCH TOTALS	31,157.86
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\*\* G/L ACCOUNT TOTALS \*\*

					LINE	ITEM	GROUP	BUDGET		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2008-2009	01 -60-6251	LEGAL SERVICES- GENERAL	16,447.76	90,000	43,843.14				
		01 -60-6631	PIPELINE REPAIRS	11,934.61	920,000	710,706.20				
		01 -60-6633	REMOTE FACILITIES MAINTENANCE	2,775.49	390,000	254,053.21				
			** 2008-2009 YEAR TOTALS	31,157.86						

4/02/2009 7:18 AM  
PACKET: 01236 HOLD FOR BOARD APPROVAL  
VENDOR SET: 01 DUPAGE WATER COMMISSION  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 3

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
01	3/2009	31,157.86

NO ERRORS NO WARNINGS

\*\* END OF REPOR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 3/01/2009 THRU 3/31/2009

## Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1294	ACCOUNTEMPS							
I-23389090	ACCOUNTEMPS	R	3/13/2009	349.86		005087		349.86
1294	ACCOUNTEMPS							
I-23462548	ACCOUNTEMPS-IVIM DREW	R	3/27/2009	1,999.20		005164		
I-23499220	ACCOUNTEMPS: IVIM DREW	R	3/27/2009	1,999.20		005164		3,998.40
	*** VENDOR TOTALS ***					2 CHECKS		4,348.26
1169	ADT SECURITY SERVICES INC.							
I-66927070	FIRE ALARM- ADJ :03/01-03/31	R	3/13/2009	3.00		005088		3.00
	*** VENDOR TOTALS ***					1 CHECKS		3.00
1505	ADVANCED WELDING AND EQUIPMENT							
I-G 902596	2-5/16 BALL COUPLER AND JACK	R	3/13/2009	720.00		005089		720.00
	*** VENDOR TOTALS ***					1 CHECKS		720.00
1632	ALDRIDGE ELECTRIC, INC.							
I-2009 002	INSURANCE & BONDS - QRE-4/08	R	3/13/2009	300.00		005090		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
1087	ALLIANCE WINDOW CLEANING INC.							
I-94008	WINDOW WASHING: FEB. 2009	R	3/13/2009	161.00		005091		161.00
1087	ALLIANCE WINDOW CLEANING INC.							
I-94111	WINDOW WASHING: MARCH 2009	R	3/27/2009	161.00		005165		161.00
	*** VENDOR TOTALS ***					2 CHECKS		322.00
1459	ALPHA BUILDING MAINTENANCE SER							
I-9534 DWC	JANITORIAL SERVICE: 03/09	R	3/13/2009	1,484.00		005092		1,484.00
	*** VENDOR TOTALS ***					1 CHECKS		1,484.00
1316	ANTHONY ROOFING, LTD.							
I-S102619	REPAIR LEAK OVER PUMP ROOM	R	3/27/2009	266.00		005166		266.00
	*** VENDOR TOTALS ***					1 CHECKS		266.00
1397	AT&T							
I-200903052024	DPPS PHONE SERV.: 02/22-03/21	R	3/13/2009	408.83		005093		408.83
1397	AT&T							
I-200903202066	DPPS PHONE SERV.: 02/05-03/04	R	3/27/2009	27.18		005167		
I-200903272080	DPPS PHONE SERV.: 02/17-03/16	R	3/27/2009	816.37		005167		843.55
	*** VENDOR TOTALS ***					2 CHECKS		1,252.38



VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1393	AT&T LONG DISTANCE							
I-845639056	AT&T LONG DISTANCE- FEB 2009	R	3/13/2009	105.16		005094		105.16
	*** VENDOR TOTALS ***					1 CHECKS		105.16
1089	BERLAND'S HOUSE OF TOOLS							
I-345162	SCADA/INSTRUMENTATION	R	3/13/2009	40.17		005095		40.17
	*** VENDOR TOTALS ***					1 CHECKS		40.17
1461	BUSINESS CARD							
I-200903192061	NEW VEHICLE PLATES	R	3/27/2009	153.15		005168		
I-200903202060	ADMIN EXP & TRAVEL	R	3/27/2009	429.25		005168		
I-200903202069	AWWA CONF: BOB,MIKE,TERRY	R	3/27/2009	570.00		005168		1,152.40
	*** VENDOR TOTALS ***					1 CHECKS		1,152.40
1049	CAMP DRESSER & MCKEE INC.							
I-80308263/45	PIPE LOOP TESTING 11/30-01/24	R	3/13/2009	3,352.34		005096		3,352.34
1049	CAMP DRESSER & MCKEE INC.							
I-80307678/2	ELECTRICAL GENERATION	R	3/27/2009	49,262.71		005169		49,262.71
	*** VENDOR TOTALS ***					2 CHECKS		52,615.05
1023	CDW GOVERNMENT, INC.							
I-NKK5471	GAMBER MOUNT POWER SUPPLY	R	3/13/2009	655.40		005097		
I-NKR1653	DISKEEPER UNDELETE-FOR SERVER	R	3/13/2009	420.00		005097		1,075.40
1023	CDW GOVERNMENT, INC.							
I-NMR2762	34 LIC - OFFICE PRO PLUS 2007	R	3/27/2009	10,245.56		005170		10,245.56
	*** VENDOR TOTALS ***					2 CHECKS		11,320.96
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200903202067	Lex Pump Station: Maint & Rep	R	3/27/2009	3,102.74		005171		
I-200903272082	LEX. STA. ELECT.: 12/30-02/01	R	3/27/2009	114,699.95		005171		117,802.69
	*** VENDOR TOTALS ***					1 CHECKS		117,802.69
1135	CITY OF CHICAGO SUPERINTENDENT							
I-200903052025	WATER BLDG: 02/01-02/28/09	R	3/13/2009	3,672,469.69		005098		3,672,469.69
	*** VENDOR TOTALS ***					1 CHECKS		3,672,469.69
1179	CHICAGO TRIBUNE							
I-707839001	RFP - STAND. OPER. PROCEDURES	R	3/13/2009	244.00		005099		244.00
	*** VENDOR TOTALS ***					1 CHECKS		244.00
1091	CINTAS FIRST AID & SAFETY							
I-343551795	FIRST AID SUPPLIES	R	3/13/2009	68.82		005100		68.82
	*** VENDOR TOTALS ***					1 CHECKS		68.82

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1398	COMCAST							
I-200903272079	INTERNET SERV: 03/27-04/26	R	3/27/2009	99.95		005172		99.95
	*** VENDOR TOTALS ***					1 CHECKS		99.95
1009	COMED							
I-200903122054	METER STATION ELECTRIC SERVICE	R	3/13/2009	20,170.37		005101		20,170.37
	*** VENDOR TOTALS ***					1 CHECKS		20,170.37
1569	EDWARD COUGHLIN							
I-200903202071	SECURITY	R	3/27/2009	87.50		005173		87.50
	*** VENDOR TOTALS ***					1 CHECKS		87.50
1275	MAUREEN CROWLEY							
I-200903202070	ADMINISTRATIVE EXPENSES	R	3/27/2009	117.40		005174		117.40
	*** VENDOR TOTALS ***					1 CHECKS		117.40
1024	CTE ENGINEERS							
I-4067548	CONCRETE RESERVOIR - FEB 09	R	3/27/2009	20,945.56		005175		
I-60092726-02	DUPAGE COUNTY- GLEN ELLYN	R	3/27/2009	511.72		005175		
I-60092727-02	DUPAGE COUNTY- GREEN RD	R	3/27/2009	511.72		005175		
I-60096730-01	HYDRAULIC ANALYSIS: 1/31-2/27	R	3/27/2009	1,039.83		005175		23,008.83
	*** VENDOR TOTALS ***					1 CHECKS		23,008.83
1500	DIRECTIONS TRAINING CENTER							
I-2633382	OFFICE 2007 TRAINING	R	3/27/2009	1,250.00		005176		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001A	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	741.10		005154		741.10
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001B	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	7,761.77		005155		7,761.77
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001C	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	1,296.80		005156		1,296.80
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001D	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	7,799.90		005157		7,799.90
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001E	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	1,480.77		005158		1,480.77
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001F	RELOCATE ROV CABINET - ROV 15	R	3/13/2009	358.04		005159		358.04

VENDOR SET: 01 DuPage Water Commission

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001G	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	1,434.24		005160		1,434.24
1239	DIVANE BROS. ELECTRIC CO.							
I-QRE3-001H	RELOCATE ROV CABINET - ROV 15B	R	3/13/2009	2,042.07		005161		2,042.07
	*** VENDOR TOTALS ***					8 CHECKS		22,914.69
1189	DREISILKER ELECTRIC MOTORS, IN							
I-1634294	MAINTENANCE SUPPLIES	R	3/27/2009	465.00		005177		465.00
	*** VENDOR TOTALS ***					1 CHECKS		465.00
1140	CITY OF ELMHURST							
I-200902252010	VEHICLE STICKERS	V	2/27/2009	90.00		005057		90.00
1140	CITY OF ELMHURST							
C-10322	GASOLINE - REVERSAL	R	3/13/2009	39.00CR		005102		
C-10331	GASOLINE - REVERSAL	R	3/13/2009	29.00CR		005102		
C-10860	GASOLINE - REVERSAL	R	3/13/2009	21.69CR		005102		
C-10936	GASOLINE - REVERSAL	R	3/13/2009	25.43CR		005102		
C-11046	GASOLINE - REVERSAL	R	3/13/2009	60.00CR		005102		
C-16714	GASOLINE - REVERSAL	R	3/13/2009	61.02CR		005102		
C-17840	GASOLINE - REVERSAL	R	3/13/2009	47.90CR		005102		
I-10122	GASOLINE	R	3/13/2009	39.00		005102		
I-10331	GASOLINE	R	3/13/2009	29.00		005102		
I-10860	GASOLINE	R	3/13/2009	21.69		005102		
I-10936	GASOLINE - M176151	R	3/13/2009	25.43		005102		
I-11046	GASOLINE	R	3/13/2009	60.00		005102		
I-16714	GASOLINE	R	3/13/2009	61.02		005102		
I-17840	GASOLINE	R	3/13/2009	47.90		005102		
I-200903112037	VEHICLE STICK M175659, M176151	R	3/13/2009	72.00		005102		
I-200903112038	VEHICLE STICKER: M63637	R	3/13/2009	36.00		005102		
I-200903112039	VEHICLE STICKER: 8647943	R	3/13/2009	36.00		005102		
I-200903112040	VEHICLE STICKER: M66159	R	3/13/2009	36.00		005102		
I-200903112041	VEHICLE STICKER: M78556	R	3/13/2009	126.00		005102		
I-200903112042	VEHICLE STICKER: M79697	R	3/13/2009	126.00		005102		
I-200903112043	VEHICLE STICKER: M80328	R	3/13/2009	90.00		005102		
I-200903112044	VEHICLE STICKER: M99818	R	3/13/2009	90.00		005102		
I-200903112045	VEHICLE STICKER: M127481	R	3/13/2009	90.00		005102		
I-200903112046	VEHICLE STICKER: M134705	R	3/13/2009	36.00		005102		
I-200903112047	VEHICLE STICKER: M149226	R	3/13/2009	126.00		005102		
I-200903112048	VEHICLE STICKER: M153835	R	3/13/2009	126.00		005102		
I-200903112049	VEHICLE STICKER: M166601	R	3/13/2009	90.00		005102		
I-200903112050	VEHICLE STICKER: M169815	R	3/13/2009	126.00		005102		1,206.00

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BANK: IL ILLINOIS FUNDS

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1140	CITY OF ELMHURST							
I-29633	ANNUAL SPECIAL SERVICE FEE	R	3/27/2009	49,454.00		005178		49,454.00
	*** VENDOR TOTALS ***					2 CHECKS		50,660.00
1030	ELMHURST AUTO PARTS							
I-53223	VEHICLE MAINTENANCE	R	3/13/2009	106.74		005103		106.74
	*** VENDOR TOTALS ***					1 CHECKS		106.74
1567	ELMHURST FORD							
I-102623	EXTRA KEYS: M-175659	R	3/13/2009	70.00		005104		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
1233	ELMHURST MEMORIAL HOSPITAL							
I-50797	EMPLOYEE TEST	R	3/13/2009	70.00		005105		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
1097	ELMHURST PLAZA STANDARD INC.							
I-10122	GASOLINE	R	3/13/2009	39.00		005106		
I-10331	GASOLINE	R	3/13/2009	29.00		005106		
I-10444	GASOLINE	R	3/13/2009	33.19		005106		
I-10860	GASOLINE	R	3/13/2009	21.69		005106		
I-10936	GASOLINE	R	3/13/2009	25.43		005106		
I-11046	GASOLINE	R	3/13/2009	60.00		005106		
I-14007	GASOLINE	R	3/13/2009	31.73		005106		
I-14031	GASOLINE	R	3/13/2009	27.90		005106		
I-14188	GASOLINE	R	3/13/2009	64.00		005106		
I-14592	GASOLINE	R	3/13/2009	32.25		005106		
I-15129	GASOLINE	R	3/13/2009	39.40		005106		
I-15212	GASOLINE	R	3/13/2009	51.00		005106		
I-15255	GASOLINE	R	3/13/2009	26.63		005106		
I-15703	GASOLINE	R	3/13/2009	20.00		005106		
I-16681	GASOLINE	R	3/13/2009	27.55		005106		
I-16714	GASOLINE	R	3/13/2009	61.02		005106		
I-16751	GASOLINE	R	3/13/2009	34.55		005106		
I-17228	GASOLINE	R	3/13/2009	22.42		005106		
I-17279	GASOLINE	R	3/13/2009	34.92		005106		
I-17803	GASOLINE	R	3/13/2009	23.23		005106		
I-17840	GASOLINE	R	3/13/2009	47.90		005106		
I-17861	GASOLINE	R	3/13/2009	67.00		005106		
I-18017	GASOLINE	R	3/13/2009	30.00		005106		
I-18019	GASOLINE	R	3/13/2009	51.80		005106		
I-18453	GASOLINE	R	3/13/2009	47.00		005106		
I-18598	GASOLINE	R	3/13/2009	25.00		005106		
I-18962	GASOLINE	R	3/13/2009	19.76		005106		
I-19179	GASOLINE	R	3/13/2009	38.09		005106		
I-32103	VEHICLE MAINTENANCE	R	3/13/2009	84.60		005106		1,116.06

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1097	ELMHURST PLAZA STANDARD INC.							
I-11403	GASOLINE	R	3/27/2009	42.00		005179		
I-12097-A	GASOLINE	R	3/27/2009	24.83		005179		
I-12523	GASOLINE	R	3/27/2009	50.00		005179		
I-12526	GASOLINE	R	3/27/2009	28.69		005179		
I-12559	GASOLINE	R	3/27/2009	38.93		005179		
I-12679	GASOLINE	R	3/27/2009	71.06		005179		
I-12727	GASOLINE	R	3/27/2009	66.00		005179		
I-13804	GASOLINE	R	3/27/2009	39.20		005179		
I-14344	GASOLINE	R	3/27/2009	31.45		005179		
I-14677	GASOLINE	R	3/27/2009	61.00		005179		
I-15780	GASOLINE	R	3/27/2009	49.00		005179		
I-15795	GASOLINE	R	3/27/2009	28.13		005179		
I-15949	GASOLINE	R	3/27/2009	66.00		005179		
I-16261	GASOLINE	R	3/27/2009	26.09		005179		
I-16312	GASOLINE	R	3/27/2009	28.40		005179		
I-16502	GASOLINE	R	3/27/2009	30.39		005179		
I-17441	GASOLINE	R	3/27/2009	25.37		005179		
I-17451	GASOLINE	R	3/27/2009	20.44		005179		
I-18396	GASOLINE	R	3/27/2009	23.20		005179		
I-18980	GASOLINE	R	3/27/2009	67.00		005179		
I-19098	GASOLINE	R	3/27/2009	44.50		005179		
I-19494	GASOLINE	R	3/27/2009	59.00		005179		
I-32182	VEHICLE MAINTENANCE: M80328	R	3/27/2009	749.19		005179		1,669.87
	*** VENDOR TOTALS ***					2 CHECKS		2,785.93
1446	EN ENGINEERING, LLC							
I-0024268	SERVICE STANDPIPE RECT.	R	3/13/2009	1,033.60		005107		
I-24343	DC STRAY CURRENT 90" MAIN	R	3/13/2009	270.63		005107		
I-24347	SERVICE STANDPIPE RECT.	R	3/13/2009	781.03		005107		
I-24366	INDETERMN CORR ASSIST	R	3/13/2009	5,784.96		005107		
I-24367	CP DESIGN S. TR MAIN	R	3/13/2009	7,059.75		005107		14,929.97
	*** VENDOR TOTALS ***					1 CHECKS		14,929.97
1247	EQUIPMENTWATCH							
I-20591402	BLUE BOOK RENTAL RATES	R	3/27/2009	2,500.00		005180		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
1578	EXELON ENERGY INC.							
I-1520586	DRPS ELBCT. SERV: 02/03-03/04	R	3/13/2009	202,539.40		005108		202,539.40
	*** VENDOR TOTALS ***					1 CHECKS		202,539.40
1065	FEDEx							
I-9-101 10974	OVERNIGHT MAIL	R	3/13/2009	1,024.76		005109		1,024.76
	*** VENDOR TOTALS ***					1 CHECKS		1,024.76

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1155	FLOWSERVE FSD CORPORATION							
I-M284831	PUMP REPAIRS	R	3/13/2009	14,130.40		005110		
I-M286108	PUMP REPAIRS	R	3/13/2009	1,108.44		005110		15,238.84
	*** VENDOR TOTALS ***					1 CHECKS		15,238.84
1052	AJ GALLAGHER RISK MGMT SVCS PR							
I-418232	PUBLIC OFFICIALS BOND	R	3/13/2009	56,500.00		005111		
I-418236	PUBLIC OFFICIALS BOND	R	3/13/2009	5,000.00		005111		61,500.00
	*** VENDOR TOTALS ***					1 CHECKS		61,500.00
1565	GENERAL BINDING CORPORATION							
I-1163412	OFFICE SUPPLIES	R	3/27/2009	62.61		005181		62.61
	*** VENDOR TOTALS ***					1 CHECKS		62.61
1166	GLENBARD ELECTRIC SUPPLY, INC.							
C-1504503-01	MAINTENANCE SUPPLIES RETURNED	R	3/27/2009	319.96CR		005182		
I-1072143-01	METER STATION MAINTENANCE	R	3/27/2009	97.28		005182		
I-1072058-5001	METER STATION MAINTENANCE	R	3/27/2009	340.50		005182		
I-1073474-01	MAINTENANCE	R	3/27/2009	49.50		005182		167.32
	*** VENDOR TOTALS ***					1 CHECKS		167.32
1512	GLOBAL FIRE PROTECTION COMPANY							
I-25431	WATER FLOW TEST	R	3/27/2009	250.00		005183		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
1064	GOVERNMENT FINANCE OFFICERS AS							
I-200903192059	ANNUAL MEMBERSHIP- RICHTER	R	3/27/2009	160.00		005184		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
1055	GRAINGER							
C-9845106542	MAINTENANCE SUPPLIES RETURNED	R	3/13/2009	257.18CR		005112		
I-9835277501	MAINTENANCE SUPPLIES	R	3/13/2009	257.18		005112		
I-9838497924	MAINTENANCE SUPPLIES	R	3/13/2009	257.18		005112		
I-9845106534	FLUKE METER	R	3/13/2009	285.75		005112		
I-9845485755	FLUKE METERS & ACCESSORIES	R	3/13/2009	1,118.73		005112		
I-9849855185	SCADA/INSTRUMENTATION	R	3/13/2009	54.87		005112		1,716.53
1055	GRAINGER							
I-9854178929	MAINTENANCE SUPPLIES	R	3/27/2009	616.26		005185		
I-9863292257	MAINTENANCE SUPPLIES	R	3/27/2009	513.00		005185		
I-9863616180	MAINTENANCE SUPPLIES	R	3/27/2009	550.98		005185		1,680.26
	*** VENDOR TOTALS ***					2 CHECKS		3,396.79

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1399	GREELEY AND HANSEN							
I-283202	LEXINGTON PS PHOTOVOLTAIC CELL	R	3/13/2009	5,893.25		005113		
I-283233	LEX PS GENERATION FACILITIES	R	3/13/2009	16,450.03		005113		22,343.28
	*** VENDOR TOTALS ***					1 CHECKS		22,343.28
1634	THE GROUT MEDIC							
I-119208	MAINTENANCE	R	3/27/2009	500.00		005186		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
1625	HAGEMEYER							
I-YS-29571-11	HAGEMEYER: ACCESSORIES	R	3/13/2009	55.87		005114		
I-YS-29571-12	HAGEMEYER: ACCESSORIES	R	3/13/2009	1,277.07		005114		
I-YS-29698-11	GLOVES:	R	3/13/2009	57.20		005114		
I-YS-29698-12	MAINT SUPPLIES	R	3/13/2009	57.20		005114		1,447.34
	*** VENDOR TOTALS ***					1 CHECKS		1,447.34
1197	HD SUPPLY WATERWORKS, LTD.							
C-8625234	METER TESTING SUPPLIES RETURN	R	3/13/2009	72.50CR		005115		
I-8509611	METER TESTING SUPPLIES	R	3/13/2009	6,078.50		005115		6,006.00
1197	HD SUPPLY WATERWORKS, LTD.							
I-8603944	METER TESTING SUPPLIES	R	3/27/2009	72.50		005187		72.50
	*** VENDOR TOTALS ***					2 CHECKS		6,078.50
1101	HOLLAND & KNIGHT LLP							
I-200902252012	LEGAL SERVICES: JAN. 2008	R	3/13/2009	7,695.71		005116		7,695.71
	*** VENDOR TOTALS ***					1 CHECKS		7,695.71
1050	HOME DEPOT CREDIT SERVICES							
C-8124075CR	METER STATION MAINT - CR	R	3/13/2009	1,117.75CR		005117		
I-3023685	MAINTENANCE SUPPLIES	R	3/13/2009	9.96		005117		
I-3042227	MAINTENANCE SUPPLIES	R	3/13/2009	33.84		005117		
I-4027556	MAINTENANCE SUPPLIES	R	3/13/2009	8.88		005117		
I-6025070	MAINTENANCE SUPPLIES	R	3/13/2009	7.98		005117		
I-6027139	MAINTENANCE SUPPLIES	R	3/13/2009	17.91		005117		
I-6027182	MAINTENANCE SUPPLIES	R	3/13/2009	125.28		005117		
I-6042399	MAINTENANCE SUPPLIES	R	3/13/2009	31.56		005117		
I-7026881	PIPELINE SUPPLIES	R	3/13/2009	44.26		005117		
I-8124075	METER STATION MAINTENANCE	R	3/13/2009	1,117.75		005117		
I-8124075 1	METER STATION MAINT	R	3/13/2009	117.75		005117		197.42
	*** VENDOR TOTALS ***					1 CHECKS		197.42
1425	HR PLUS							
I-3949044	BACKGROUND CHECKS	R	3/13/2009	517.02		005118		517.02

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1425	HR PLUS							
I-3975989	BACKGROUND CHECKS	R	3/27/2009	1,356.00		005188		1,356.00
	*** VENDOR TOTALS ***					2 CHECKS		1,873.02
1225	IRON OFFICE SOLUTIONS							
I-5010734972	COPIER USAGE: 01/31-02/27/09	R	3/13/2009	1,209.04		005119		1,209.04
	*** VENDOR TOTALS ***					1 CHECKS		1,209.04
1053	ILLINOIS PUBLIC RISK FUND							
I-200903272061	WORKERS COMPENSATION INS.	R	3/27/2009	8,786.00		005189		8,786.00
	*** VENDOR TOTALS ***					1 CHECKS		8,786.00
1152	INSIGHT PUBLIC SECTOR							
I-1100079187	TOUGHBOOK ACCESSORIES	R	3/27/2009	705.33		005190		705.33
	*** VENDOR TOTALS ***					1 CHECKS		705.33
1497	INSTRUMENT & VALVE SERVICES CO							
I-3158436	SCADA/INSTRUMENTATION	R	3/13/2009	845.00		005120		845.00
	*** VENDOR TOTALS ***					1 CHECKS		845.00
1391	J. J. KELLER & ASSOCIATES, INC							
I-7758478	3 YR SUBSCR - SAFETY ANSW BOOK	R	3/13/2009	406.94		005121		406.94
1391	J. J. KELLER & ASSOCIATES, INC							
I-007785381	3 YR SUBSCR: OSHA 1910 GUIDE	R	3/27/2009	493.94		005191		493.94
	*** VENDOR TOTALS ***					2 CHECKS		900.88
1614	JACQUES WHITFORD COMPANY INC.							
I-1044230.004	ERS AUDIT ASSESSMENT	R	3/13/2009	5,400.00		005122		5,400.00
	*** VENDOR TOTALS ***					1 CHECKS		5,400.00
1616	JJ HENDERSON & SON							
I-PSC-4/08 # 1	PSC-4/08 # 1: PARTIAL PAYMENT	R	3/03/2009	295,294.49		005086		295,294.49
	*** VENDOR TOTALS ***					1 CHECKS		295,294.49
1198	JM PROCESS SYSTEMS, INC.							
I-30909 A	MS MAINT., PUMPING OPERATIONS	R	3/13/2009	123.84		005123		123.84
	*** VENDOR TOTALS ***					1 CHECKS		123.84
1033	JOLIET JUNIOR COLLEGE							
I-0354733S09	OPERATOR TRAINING	R	3/13/2009	3,213.00		005124		3,213.00
	*** VENDOR TOTALS ***					1 CHECKS		3,213.00



VENDOR SET: 01 DuPage Water Commission  
BANK: IL ILLINOIS FUNDS  
DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1032	JULIE, INC.							
I-02-09-0438	UTILITY LOCATES: FEB 2009	R	3/13/2009	1,715.40		005125		1,715.40
	*** VENDOR TOTALS ***					1 CHECKS		1,715.40
1196	KARA COMPANY, INC.							
I-248624	VERIZON DATA LINE GPS DATA	R	3/13/2009	60.70		005126		60.70
	*** VENDOR TOTALS ***					1 CHECKS		60.70
1631	KENILWORTH OPTICAL							
I-200903062027	SCBA PRESCRIPT. LENS: MARTIN	R	3/13/2009	350.00		005127		
I-200903062028	SCBA PRESCRIPT. LENS: DRISCOLL	R	3/13/2009	200.00		005127		
I-200903062029	SCBA PRESCRIPT. LENS: KAZMIERC	R	3/13/2009	300.00		005127		
I-200903062030	SCBA PRESCRIPT. LENS: MC GHEE	R	3/13/2009	350.00		005127		
I-200903062031	SCBA PRESCRIPT. LENS: ELLINGSW	R	3/13/2009	350.00		005127		
I-200903062032	SCBA PRESCRIPT. LENS: SCHORI	R	3/13/2009	350.00		005127		
I-200903062033	SCBA PRESCRIPT. LENS: GRIFFIN	R	3/13/2009	300.00		005127		
I-200903062034	SCBA PRESCRIPT. LENS: MELGOZA	R	3/13/2009	200.00		005127		
I-200903062035	SCBA PRESCRIPT. LENS: WEED	R	3/13/2009	300.00		005127		
I-200903112036	SCBA PRESCRIP. LENS BOSTICK	R	3/13/2009	350.00		005127		3,050.00
	*** VENDOR TOTALS ***					1 CHECKS		3,050.00
1618	LIFT WORKS, INC.							
I-20616	20' CONTAINER RENTAL	R	3/27/2009	75.00		005192		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
1608	MARTAM CONSTRUCTION, INC.							
I-QRS-008A	RELOCATE PIPE AT DPPS	R	3/13/2009	26,381.85		005162		26,381.85
	*** VENDOR TOTALS ***					1 CHECKS		26,381.85
1191	TERRANCE MC GHEE							
I-200903132056	TERRANCE MC GHEE	R	3/13/2009	2,100.00		005128		2,100.00
1191	TERRANCE MC GHEE							
I-200903242073	TERRANCE MC GHEE: EXP REPORT	R	3/27/2009	238.50		005193		238.50
	*** VENDOR TOTALS ***					2 CHECKS		2,338.50
1054	MCMASTER CARR SUPPLY COMPANY							
I-22936631	PUMPING OPERATIONS	R	3/13/2009	158.63		005129		158.63
	*** VENDOR TOTALS ***					1 CHECKS		158.63
1059	MEL'S ACE HARDWARE							
I-408781/4	MAINTENANCE SUPPLIES	R	3/13/2009	4.70		005130		
I-408806/4	MAINTENANCE SUPPLIES	R	3/13/2009	15.44		005130		
I-408872/4	VEH. MAINT., MS MAINT.	R	3/13/2009	35.78		005130		
I-408885/4	VEHICLE MAINTENANCE	R	3/13/2009	29.66		005130		85.58
	*** VENDOR TOTALS ***					1 CHECKS		85.58

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1051	MENARDS - HILLSIDE							
C-63918	MAINTENANCE SUPPLIES RETURNED	R	3/13/2009	83.33CR		005131		
I-62561	MAINTENANCE SUPPLIES	R	3/13/2009	106.89		005131		
I-63322	MAINTENANCE SUPPLIES	R	3/13/2009	5.36		005131		
I-63922	MAINTENANCE SUPPLIES	R	3/13/2009	30.96		005131		
I-64662	PUMPING OPERATIONS	R	3/13/2009	40.81		005131		
I-64786	MAINTENANCE SUPPLIES	R	3/13/2009	27.96		005131		
I-65262	VEH. MAINT., MAINT. SUPPLIES	R	3/13/2009	39.57		005131		168.22
	*** VENDOR TOTALS ***					1 CHECKS		168.22
1074	MICRO CENTER							
I-1935663	SEAGATE FREEAGENT DESK	R	3/13/2009	312.97		005132		312.97
	*** VENDOR TOTALS ***					1 CHECKS		312.97
1194	MK BATTERY							
I-1V291244	SEALED BATTERY	R	3/27/2009	302.40		005194		302.40
	*** VENDOR TOTALS ***					1 CHECKS		302.40
1604	MWH AMERICAS, INC.							
I-1243926	WATER CONSERVATION	R	3/13/2009	9,543.44		005133		
I-200903132057	WATER CONSERVATION	R	3/13/2009	4,601.08		005133		14,144.52
1604	MWH AMERICAS, INC.							
I-1254661	WATER CONSERVATION	R	3/27/2009	7,638.32		005195		7,638.32
	*** VENDOR TOTALS ***					2 CHECKS		21,782.84
1021	NAPERVILLE, CITY OF							
I-200903052026	METER STATION ELECTRIC SERVICE	R	3/13/2009	447.71		005134		447.71
1021	NAPERVILLE, CITY OF							
I-200903202064	METER STATION ELECTRIC SERVICE	R	3/27/2009	206.10		005196		
I-200903202065	METER STATION ELECTRIC SERVICE	R	3/27/2009	239.84		005196		
I-200903272076	METER STATION ELECTRIC SERVICE	R	3/27/2009	55.78		005196		
I-200903272077	METER STATION ELECTRIC SERVICE	R	3/27/2009	154.58		005196		
I-200903272078	METER STATION ELECTRIC SERVICE	R	3/27/2009	28.14		005196		684.44
	*** VENDOR TOTALS ***					2 CHECKS		1,132.15
1070	NATIONAL CITY BANK							
I-686787	SAFEKEEPING FEES: FEB. 2009	R	3/27/2009	1,005.10		005197		1,005.10
	*** VENDOR TOTALS ***					1 CHECKS		1,005.10
1060	NTG, INC.							
I-56645	DEFAULT CP GROUP GSM MESSAGES	R	3/13/2009	81.00		005135		81.00
	*** VENDOR TOTALS ***					1 CHECKS		81.00

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1373	NEUCO INC.							
I-477686	MAINTENANCE SUPPLIES	R	3/13/2009	115.17		005136		115.17
	*** VENDOR TOTALS ***					1 CHECKS		115.17
1020	NEXTEL COMMUNICATIONS							
I-648652511-085	CELL PHONE SERV: 02/09-03/08	R	3/27/2009	2,121.61		005198		2,121.61
	*** VENDOR TOTALS ***					1 CHECKS		2,121.61
1111	NICOR GAS							
I-200903122055	DPGS SERV: 12/12/08-02/10/09	R	3/13/2009	11,151.51		005137		11,151.51
	*** VENDOR TOTALS ***					1 CHECKS		11,151.51
1584	OFFICE MAX INCORPORATED							
C-857177	OFFICE SUPPLIES	R	3/13/2009	45.88CR		005138		
I-658190	OFFICE SUPPLIES	R	3/13/2009	135.36		005138		
I-811368	OFFICE SUPPLIES	R	3/13/2009	101.41		005138		
I-857228	OFFICE SUPPLIES	R	3/13/2009	33.07		005138		223.96
	*** VENDOR TOTALS ***					1 CHECKS		223.96
1081	PATRICK ENGINEERING INC.							
I-20806.003-10	GIS SUPPORT	R	3/27/2009	950.00		005199		950.00
	*** VENDOR TOTALS ***					1 CHECKS		950.00
1113	PATTEN INDUSTRIES, INC.							
I-S7379301	1 - 48" PALLET FORK	R	3/27/2009	950.00		005200		950.00
	*** VENDOR TOTALS ***					1 CHECKS		950.00
1114	PITNEY BOWES							
I-5795233-MR09	POSTAGE METER RENTAL	R	3/27/2009	630.00		005201		630.00
	*** VENDOR TOTALS ***					1 CHECKS		630.00
1340	PREMIO, INC.							
I-143250 SI	4 - COMPUTERS	R	3/27/2009	3,100.00		005202		3,100.00
	*** VENDOR TOTALS ***					1 CHECKS		3,100.00
1636	R CARLSON AND SONS							
I-1	PSD 6A/08: PARTIAL PAYMENT #1	R	3/17/2009	21,445.42		005163		21,445.42
	*** VENDOR TOTALS ***					1 CHECKS		21,445.42
1059	RED WING SHOE STORE							
I-450000001035	SAFETY BOOTS: GRIFFIN, FRANK	R	3/27/2009	110.49		005203		110.49
	*** VENDOR TOTALS ***					1 CHECKS		110.49

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR J.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-33767	VEHICLE MAINTENANCE	R	3/13/2009	152.27		005139		152.27
	*** VENDOR TOTALS ***					1 CHECKS		152.27
1164	ROSEMOUNT INC.							
I-3032243	LEAD SET WITH CONNECTORS	R	3/13/2009	302.81		005140		302.81
	*** VENDOR TOTALS ***					1 CHECKS		302.81
1044	ROYAL GRAPHICS PRINTERS							
I-71954	OFFICE SUPPLIES	R	3/13/2009	113.84		005141		
I-71982	OFFICE SUPPLIES	R	3/13/2009	1,051.91		005141		1,165.75
	*** VENDOR TOTALS ***					1 CHECKS		1,165.75
1523	SAF-T-GARD INTERNATIONAL, INC.							
I-1446222-00	ELECTRICAL SAFETY GLOVE TEST	R	3/27/2009	55.47		005204		55.47
	*** VENDOR TOTALS ***					1 CHECKS		55.47
1184	JOHN SCHORI							
I-260903202072	TUITION REIMB: JOHN SCHORI	R	3/27/2009	1,585.99		005205		1,585.99
	*** VENDOR TOTALS ***					1 CHECKS		1,585.99
1041	SEECO CONSULTANTS, INC.							
I-483	MATERIAL TESTING	R	3/13/2009	10,052.31		005142		10,052.31
	*** VENDOR TOTALS ***					1 CHECKS		10,052.31
1120	SERVICE FORMS AND GRAPHICS, IN							
I-127377	CHECKS STOCK	R	3/27/2009	137.85		005206		137.85
	*** VENDOR TOTALS ***					1 CHECKS		137.85
1173	SIMPLEXGRINNELL LP							
I-72736773	ANNUAL FIRE ALARM SERVICES	R	3/13/2009	7,601.00		005143		7,601.00
	*** VENDOR TOTALS ***					1 CHECKS		7,601.00
1043	SOOPER LUBE							
I-151614	VEHICLE MAINTENANCE: 8647943	R	3/13/2009	34.95		005144		
I-151732	VEHICLE MAINTENANCE: M-66159	R	3/13/2009	36.20		005144		
I-151740	VEHICLE MAINTENANCE: M-80328	R	3/13/2009	35.44		005144		
I-151870	VEHICLE MAINTENANCE: M-149226	R	3/13/2009	53.19		005144		
I-152112	VEHICLE MAINTENANCE: M-169815	R	3/13/2009	37.45		005144		
I-152230	VEHICLE MAINTENANCE: M-153835	R	3/13/2009	36.20		005144		
I-152994	VEHICLE MAINTENANCE: M-99818	R	3/13/2009	36.20		005144		269.63
	*** VENDOR TOTALS ***					1 CHECKS		269.63

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1633	SPECIALIZED PRODUCTS COMPANY							
I-752202	INSULATED "AA" TYPE FLASHLIGHT	R	3/13/2009	165.32		005145		165.32
	*** VENDOR TOTALS ***					1 CHECKS		165.32
1040	SPECIALTY MAT SERVICE							
I-461335	MAT SERVICE: 02/09/09	R	3/13/2009	56.20		005146		
I-463411	MAT SERVICE, MAINT. SUPPLIES	R	3/13/2009	405.40		005146		461.60
1040	SPECIALTY MAT SERVICE							
I-485468	MAT SERVICE: 03/09/09	R	3/27/2009	55.40		005207		
I-467497	MAT SERVICE: 03/23/09	R	3/27/2009	55.40		005207		110.80
	*** VENDOR TOTALS ***					2 CHECKS		572.40
1392	STONKUS HYDRAULIC, INC.							
I-090025	PILOT ASSEMBLY, 4 VALVE	R	3/13/2009	1,324.07		005147		
I-090067	PILOT ASSEMBLY, 4 VALVE W/AUX	R	3/13/2009	11,799.00		005147		13,123.07
	*** VENDOR TOTALS ***					1 CHECKS		13,123.07
1635	SUB TRAILER SERVICE							
I-49329	VEHICLE MAINTENANCE: M78556	R	3/13/2009	225.00		005148		
I-49330	VEHICLE MAINTENANCE: M090117	R	3/13/2009	865.05		005148		
I-49332	VEHICLE MAINTENANCE: M79697	R	3/13/2009	277.00		005148		
I-49347	VEHICLE MAINTENANCE: M99818	R	3/13/2009	231.35		005148		1,598.40
1635	SUB TRAILER SERVICE							
I-49365	VEHICLE MAINTENANCE: M149226	R	3/27/2009	265.90		005208		265.90
	*** VENDOR TOTALS ***					2 CHECKS		1,864.30
1223	SUBURBAN LABORATORIES, INC.							
I-94204	WATER TESTING	R	3/13/2009	15.00		005149		15.00
	*** VENDOR TOTALS ***					1 CHECKS		15.00
1046	TREE TOWNS REPRO SERVICE							
I-122797	CD IMPRINTING, RASTER SCAN	R	3/13/2009	59.00		005150		
I-122860	CARRIER STRIPS SAFCO	R	3/13/2009	121.55		005150		
I-122910	DIGITAL SCAN TO DISC	R	3/13/2009	542.50		005150		723.05
	*** VENDOR TOTALS ***					1 CHECKS		723.05
1347	JASON UNGER							
I-200903272083	OPERATORS LICENSE FEE	R	3/27/2009	10.00		005209		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
1047	UNITED RADIO COMMUNICATIONS							
I-18167600	RADIO REPAIRS	R	3/13/2009	88.22		005151		
I-18184100	RADIO REPAIRS	R	3/13/2009	39.75		005151		
I-18185700	RADIO REPAIRS	R	3/13/2009	189.26		005151		317.23
	*** VENDOR TOTALS ***					1 CHECKS		317.23

VENDOR SET: 01 DuPage Water Commission  
BANK: 1L ILLINOIS FUNDS  
DATE RANGE: 3/01/2009 THRU 3/31/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1427	VILLA PARK ELECTRIC SUPPLY CO.							
I-1713451	UNIFORMS	R	3/27/2009	25.00		005210		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
1062	WASTE MANAGEMENT							
I-1999097-2008-8	REFUSE DISPOSAL: MAR 2009	R	3/13/2009	409.53		005152		409.53
	*** VENDOR TOTALS ***					1 CHECKS		409.53
1220	MICHAEL WEED							
I-200903242074	MICHAEL WEED: EXP REPORT	R	3/27/2009	176.00		005211		176.00
	*** VENDOR TOTALS ***					1 CHECKS		176.00
1010	WEST							
I-817814270	WESTLAW - 02/01/09-02/28/09	R	3/13/2009	398.91		005153		
I-817844247	WESTLAW: 2009 SAFETY & HEALTH	R	3/13/2009	103.50		005153		502.41
	*** VENDOR TOTALS ***					1 CHECKS		502.41

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	126	4,783,578.42	0.00	4,783,578.42
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	90.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: 1L	TOTAL	127	4,783,668.42	0.00	4,783,668.42
BANK: 1L	TOTALS:		127	4,783,668.42	0.00	4,783,668.42
REPORT TOTALS:			127	4,783,668.42	0.00	4,783,668.42

## 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: 3/01/2009 THRU 3/31/2009  
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

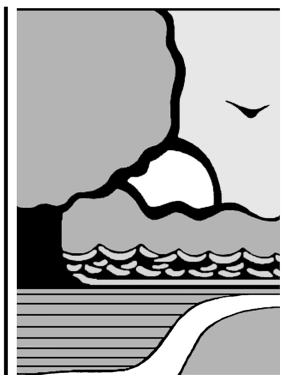
MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: \* . All



## *Lake Michigan Water Allocation Newsletter*

# **Illinois Department of Natural Resources**

Office of Water Resources

36 S. Wabash Ave., Suite 1415, Chicago, IL 60603

March 2009

## **THIRD REVIEW OF LAKE MICHIGAN WATER ALLOCATIONS**

**W**E ARE PLEASED TO REPORT THAT the Department's third review of domestic water allocations has been completed. On December 24, 2008, Lake Michigan Water Allocation Order LMO-08-02 was issued. All permittees have received a copy of this Opinion and Order. Feel free to contact us if you'd like an additional copy. New permits reflecting this Order will be issued and mailed to all permittees in the near future.

In addition to revising the water allocations of almost all permittees, this Order also accepted the compliance plans of 25 permittees whose unac-

counted-for-flows exceeded the Department's standard of 8%. This Order also revoked the allocation of nine permittees who did not plan to utilize their allocation.

We appreciate the cooperation and assistance that we've received from all our permittees during this review process. We would also like to commend all of you who have implemented water conservation measures. They are having a positive impact, and have played a part in Illinois' return to full compliance with the U.S. Supreme Court Decree (*see below*). Keep up the good work!

## **ILLINOIS RETURNS TO FULL COMPLIANCE WITH THE U.S. SUPREME COURT DECREE**

We have great news to report! In July 2008, the U.S. Army Corps of Engineers released their Lake Michigan Diversion Accounting Reports for Water Years 2004 & 2005. With the completion of the Water Year 2005 report, we are very pleased to report that Illinois has completely repaid the 'water debt' it had accrued during the period from 1983-1994. Illinois' Lake Michigan diversion in Water Year 2004 was 2757 cubic feet per second (cfs), which is 443 cfs below the annual limit of 3200 cfs. In Water Year 2005, our diversion was 2771 cfs, which is 429 cfs below the annual limit. Illinois' 1981-2005 average annual diversion is 3196 cfs, or 4 cfs below the Court specified long term average annual limit. Illinois' water balance account has moved to the positive side and is a plus 96 cfs.

***U.S. Supreme Court Decree • Continued on page #2***



# NORTHEASTERN ILLINOIS REGIONAL WATER SUPPLY PLANNING

During this past year, the Regional Water Supply Planning Group has been actively working, along with the Chicago Metropolitan Agency for Planning (CMAP), the Illinois State Water Survey and the Illinois State Geological Survey (both now part of the University of Illinois' Institute for Natural Resources Sustainability), to prepare a water supply plan for the 11 county area of northeastern Illinois. A Regional Water Demand Forecasting Report was finalized in June 2008, and provides information on what future water demands out to the year 2050 might look like under several different scenarios of development/water use.

Over the past several months, the group has also spent quite a bit of time researching various water conservation strategies that can play an important role in reducing the potential for future shortages or conflicts.

In the coming months, the Planning Group will begin the difficult task of preparing a N.E. Illinois Regional Water Supply Plan. Complicating this task is the loss of state funding for the third year of their work. More information is available at: [www.chicagoareaplanning.org](http://www.chicagoareaplanning.org).

## ***U.S. Supreme Court Decree • Continued from page #1***

As was stated last year, eliminating this water debt is significant for several reasons. First, it means that we are in full compliance with the U.S. Supreme Court Decree, reducing the potential for conflict with our neighboring Great Lakes states. Second, Illinois' diversion is strongly influenced by climate and hydrologic conditions such as rainfall and water levels on Lake Michigan. Having a cushion, i.e., a positive water balance account, will enable us to weather those times when these climatic factors will cause our diversion to be higher. Lastly, and perhaps of most importance to those who depend on Lake Michigan as a water supply, it increases our confidence that we will be able to meet the water demands of the Lake Michigan water service area into the future while staying within the constraints of the Supreme Court Decree.

# GREAT LAKES GOVERNORS AND PREMIERS REGIONAL WATER MANAGEMENT

On July 9, 2008, the Great Lakes states completed the state ratification of the Great Lakes-St. Lawrence River Basin Water Resources Compact. On October 3, 2008, the legislative process was completed when the President signed legislation providing Congressional consent. The Compact officially came into force on December 8, 2008.

The Compact is intended to provide a comprehensive management framework for the eight Great Lakes states and two Canadian provinces to pro-

tect the waters of the Great Lakes basin and to ensure their sustainable long term use. Please remember that Illinois' diversion of water from Lake Michigan will continue to be governed under the terms of the U.S. Supreme Court Decree and Illinois' participation in the Great Lakes water management initiative will not limit our ability to continue to divert water from Lake Michigan. Further information on the Compact and its implementation can be found on the Council of Great Lakes Governors' web site: [www.cglg.org](http://www.cglg.org).

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# NEW LAKE MICHIGAN WATER ALLOCATION ORDERS

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Since our last newsletter, the Department has issued the following water allocation orders:

- ◆ LMO 06-02 Decision on a Petition by the DuPage County Dept. of Public Works for a Lake Michigan Water Allocation to serve the Glen Ellyn Heights Water System Service Area.
- ◆ LMO 06-05 Decision on a Petition by the DuPage County Dept. of Public Works for a Lake Michigan Water Allocation to serve the Southeast Regional Water Facility Service Territory.
- ◆ LMO 06-06 Decision on a Petition by the DuPage County Dept. of Public Works for a Lake Michigan Water Allocation to serve the Steeple Run Service Territory.
- ◆ LMO 07-01 Decision on a Petition by the Illinois American Water Company for a Lake Michigan Water Allocation to serve the Alpine Heights Service Territory.
- ◆ LMO 07-02 Decision on a Petition by the Illinois American Water Company for a Lake Michigan Water Allocation to serve the Moreland Service Territory.
- ◆ LMO 07-03 Decision on a Petition by Cook County for a Lake Michigan Water Allocation to serve Oak Forest Hospital.
- ◆ LMO 08-01 Decision on a Petition by DuPage County Dept. of Public Works for a Lake Michigan Water Allocation for the Hobson Valley Regional Water System.
- ◆ LMO 08-02 Decision on a Review of Lake Michigan Water Allocations.

# WATER USE SUMMARY FOR THE 2007 WATER YEAR

Included with this newsletter is a summary of water use by all permittees for the 2007 water year. This information was obtained from the 2007 Annual Water Use Audit Reports.

Total domestic Lake Michigan water use was 980 million gallons per day (mgd), a slight decrease compared to water year's 2006 total use of 989 mgd.

Water diverted directly into the Chicago Sanitary and Ship Canal system and stormwater runoff from the diverted Lake Michigan watershed account for the remainder of Illinois' allowable diversion.

## Questions . . .

*If you have any questions,  
please feel free to contact:*

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or

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**Lake Michigan Water Allocation Newsletter is published annually by the  
Illinois Department of Natural Resources, Office of Water Resources.**

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