



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, MAY 14, 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. Recognition
 - A. Michael Hughes – 15 years of service
 - B. William Wegner – 15 years of service
- IV. Administering Official Oath
S. Louis Rathje, Chairman
- V. Public Comments (limited to 5 minutes per person)
- VI. Approval of Minutes
 - Regular Meeting of April 9, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the April 9, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

RECOMMENDED MOTION: To accept the April 2009 Treasurer's Report (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.

VIII. Committee Reports

A. Administration Committee

- No meeting scheduled

B. Engineering & Construction Committee

1. Report of 5/14/09 Engineering & Construction Committee
2. Actions on Items Listed on 5/14/09 Engineering & Construction Committee

C. Finance Committee

1. Report of 5/14/09 Finance Committee
2. Actions on Items Listed on 5/14/09 Finance Committee Agenda

IX. Chairman's Report

X. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-27-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Peters & Associates, Inc. at the May 14, 2009, DuPage Water Commission Meeting

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

- B. Resolution No. R-29-09: A Resolution of Acclamation for Former Commissioner Joseph Devlin

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

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).

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

- A. Resolution No. R-25-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the May 14, 2009, DuPage Water Commission Meeting

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

- B. Resolution No. R-26-09: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the May 14, 2009, DuPage Water Commission Meeting

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

C. Resolution No. R-28-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 14, 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)

D. Resolution No. R-30-09: A Resolution Approving a Second Amendment to Task Order No. 4 under the Master Contract with Greeley and Hansen LLC

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

E. Resolution No. R-31-09: A Resolution Directing Advertisement for Bids on a Contract for the Construction of DuPage County Glen Ellyn Heights Meter Station 9A (Contract MS-18/09)

(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)

F. Resolution No. R-32-09: A Resolution Directing Advertisement for Bids on a Contract for the Construction of DuPage County Hobson Valley (Greene Road) Meter Station 9B (Contract MS-19/09)

(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)

G. Resolution No. R-33-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-4/08 at the May 14, 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).

XII. Old Business

XIII. New Business

A. Ratification of Purchase Order No. 11432 and Purchase Order No. 11435 in the total aggregate amount of \$1,050.00 to National Survey Service, Inc.

(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 ratify Purchase Order No. 11432 and Purchase Order No. 11435 in the total aggregate amount of \$1,050.00 to National Survey Service, Inc. (Roll Call).

B. Purchase Order No. 11446 in the amount of \$58,262.50 to Smart Solutions, Inc. (Document and Records Management Software)

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

RECOMMENDED MOTION: To approve Purchase Order No. 11446 in the amount of \$58,262.50 to Smart Solutions, Inc. (Roll Call).

XIV. 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 \$17,744.56 subject to submission of all contractually required documentation (Roll Call).

XV. 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).

XVI. Personnel Matters from Executive Session

XVII. 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, APRIL 9, 2009
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 7:36 P.M.

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

Commissioners Absent: T. Bennington

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

Commissioner Mueller moved to open the Charter Customer Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010. Seconded by Commissioner Maio and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

General Manager Martin advised that the hearing is for any Charter Customer to voice their comments. There being no comments, Commissioner Elliott moved to close the Charter Customer Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

PUBLIC COMMENTS

Frank Falesch of Downers Grove, Illinois expressed his concern with the proposed recommendation for the Tuition Reimbursement Policy by stating that the current policy has not been in place that long, courses should be job related for advancement purposes, and there should be a passing grade requirement.

Dick Furstenau of Naperville, Illinois stated that the Commission should be helping to supplement the cost of the relocation of the Commission's transmission main at 75th and Washington Streets in Naperville, Illinois.

APPROVAL OF MINUTES

Commissioner Chaplin moved to approve the Minutes of the March 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.

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Commissioner Hartwig moved to approve the Minutes of the November 29, 2005 Special Sub Committee Meeting of the DuPage Water Commission. Seconded by Commission Chaplin and approved by a Voice Vote.

Majority voted aye, with Commissioners Maio, Saverino, and Zay abstaining. Motion carried.

Commissioner Hartwig moved to approve the Executive Session Minutes of the November 29, 2005 Special Sub Committee Meeting of the DuPage Water Commission. Seconded by Commissioner Poole and approved by a Voice Vote.

Majority voted aye, with Commissioners Maio, Saverino, and Zay abstaining. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of March 2009 which showed receipts of \$6,135,887.00, disbursements of \$17,205,182.00, and a cash and investment balance of \$68,996,719.00.

Commissioner Mueller moved to accept the March 2009 Treasurer's Report. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

No meeting

Engineering & Construction Committee – Reported by Commissioner Maio

Commissioner Maio reported that the Engineering & Construction Committee reviewed and recommended for approval all items listed on the Engineering & Construction Committee Agenda, noting that the request for a 100 day extension on Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System and Other Improvements at the Lexington Pumping Station) was due to delays in obtaining the necessary permit(s) for the work being performed.

General Manager Martin explained that the delay in obtaining the necessary permit(s) stemmed from issues with the City and its sister agency, the CTA, and was not due to the fault of the contractor.

Finance Committee – Reported by Commissioner Mathews

Commissioner Mathews reported that the Finance Committee reviewed and recommended for approval all items on the Finance Committee Agenda except the Holland & Knight invoice that was included in the Accounts Payable, Ordinance No. O-4-09 and Ordinance No. O-5-09. With respect to the Holland & Knight invoice, Commissioner Mathews reported that the Finance Committee requested additional information for review at the May 2009 meeting. With respect to Ordinance No. O-4-09, Commissioner Mathews reported that the Finance Committee could not reach consensus on whether the 3.5% salary pool was too high. With respect to Ordinance No. O-5-09, Commissioner Mathews reported that the Finance Committee could not reach consensus on whether rate increases should be accelerated to coincide with City of Chicago increases rather than lag behind as currently proposed.

CHAIRMAN'S REPORT

Chairman Rathje reported that a number of Commissioners had yet to submit performance evaluation forms for the General Manager but that the Board's discussion would proceed as scheduled for the May 2009 meeting.

Chairman Rathje then announced that Manager of Water Operations, Terry McGhee, will be serving as the new Chairperson for the Illinois Section of the American Water Works Association which is celebrating its 100th Anniversary.

In referring back to the Finance Committee Report, Commissioner Mathews clarified that two of the three members present voted to recommend approval of Ordinance No. O-4-09.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance No. O-4-09, Resolution No. R-23-09, and Resolution No. R-24-09 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Commissioner Mathews moved to adopt Resolution No. R-22-09: A Resolution Releasing Certain Executive Session Meeting Minutes at the April 9, 2009, DuPage Water Commission Meeting. Seconded by Commissioner Murphy and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington

Minutes of the 4/9/09 Meeting

Commissioner Hartwig moved to adopt 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. Seconded by Commissioner Murphy.

Before the vote was called, Commissioner Chaplin expressed several concerns relating to the FY 2009-2010 Budget, stating that staff needs to be more mindful of the struggles people are facing in the current economy and recommending that the Board remove the budget allocations for the Board holiday party, the employee holiday party, the monthly employee recognition luncheons, and the \$175,000 allocation for the water conservation program as the program seems to duplicate programs already being implemented by other civic and community organizations.

Commissioner Chaplin moved to amend Commissioner Hartwig's motion to adopt 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 by adding to end of the motion "as amended to eliminate the employee recognition luncheons, the employee holiday party, and the Commissioner's holiday dinner." Seconded by Commissioner Poole.

Commissioner Zay commented that he understood Commissioner Chaplin's concerns, but also noted that just because items are budgeted does not mean the money has to be spent and suggested leaving the budget "as is" and separately directing staff to adhere to any desired expenditure limitation. Commissioner Elliott agreed with Commissioner Zay, noting that the employees are the nuts and bolts of the organization. After Commissioner Chaplin, as the movant, agreed to withdraw her motion to amend Commissioner Hartwig's motion, and Commissioner Poole, as the seconder, agreed to the withdrawal of Commissioner Chaplin's motion to amend, Commissioner Zeilenga commented that DuPage County's unemployment is up 8% - 9%; the salary pool for merit increases for Commission employees during the prior year was 4.5%; Naperville's proposed salary pool for merit increases in the coming year was 1.5%; *Crane's Chicago* reports the average is 1.7% for salary pools for merit increases; and a 3.5% salary pool for merit increases during the current economic situation is too high.

At which point, Commissioner Zeilenga moved to amend Commissioner Hartwig's motion to adopt 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 by adding to end of the motion "as amended to reduce the proposed 3.5% salary pool for merit increases to 2%." Seconded by Commissioner Zay.

Commissioner Elliott asked what the proposed 1.5% reduction in the salary pool for merit increases would mean in terms of dollars. As Financial Administrator Richter was calculating the amount, Commissioner Murphy asked General Manager Martin to refresh the Board's recollection as to how the 3.5% salary pool for merit increases was determined. General Manager Martin explained that the 3.5% salary pool for merit

Minutes of the 4/9/09 Meeting

increases was determined based upon a survey conducted by staff of all of its utility customers. General Manager Martin noted that the 3.5% salary pool for merit increases was in addition to the increases approved by the Board at the July 10, 2008, meeting for implementation in Fiscal Year 2009/2010. After Financial Administrator Richter informed the Board that the proposed reduction in the salary pool for merit increases would amount to approximately \$29,500.00, Commissioner Elliott commented that staff is very lean compared to other utilities and that he is in favor of keeping the proposed 3.5% salary pool for merit increases. Commissioner Zay disagreed with Commissioner Elliott, stating that the economy has changed since the salary survey was conducted. Commissioner Mathews commented that the economy has not worsened since the budget discussions started and that the total dollar amount was not significant in relation to the total budget.

After General Manager Martin offered the suggestion of leaving the budget "as is" with the Board limiting his spending authority by separate vote, Commissioner Zeilenga as the movant, agreed to withdraw his motion to amend Commissioner Hartwig's motion, and Commissioner Zay, as the seconder, agreed to the withdrawal of Commissioner Zeilenga's motion to amend. At which point, Commissioner Hartwig's original motion to adopt 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 was approved by a Roll Call Vote:

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

Nays: E. Chaplin

Absent: T. Bennington

Commissioner Zeilenga moved to direct the General Manager to distribute no more than a 2% salary pool for merit increases, to be calculated based upon the product resulting from multiplying the current base salary of the Commission's current employees by 2.0% and to be distributed at the discretion of the General Manager. Seconded by Commissioner Zay and failed by a Roll Call Vote for lack of an approving majority:

Ayes: E. Chaplin, W. Maio, A. Poole, J. Zay, and D. Zeilenga

Nays: T. Elliott, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, F. Saverino, and L. Rathje

Absent: T. Bennington

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Commissioner Murphy moved to adopt Resolution No. R-23-09: A Resolution Amending the Tuition Reimbursement Policy. Seconded by Commissioner Elliott.

Commissioner Chaplin commented that she felt keeping the already established cap of \$4,000.00 per employee per fiscal year for tuition reimbursement was fair considering many other companies are eliminating their programs altogether. Commissioner Hartwig inquired as to how the recommendation to eliminate the cap came about. Commissioner Murphy explained that the Administration Committee discussed the issue at its March meeting and directed the Staff Attorney to prepare Resolution R-23-09 eliminating the \$4,000.00 per employee per fiscal year limitation on tuition reimbursement, noting that Commissioner Chaplin did not in favor the proposed change nor the direction to the Staff Attorney. Commissioner Murphy further explained the reasoning behind eliminating the cap was to bolster succession planning which is very important to a small organization such as the Commission, to obtain the benefit of the education sooner, and to save money in the long run as tuition expenses increase over time.

Commissioner Maio felt that even a \$4,000.00 cap per employee per fiscal year was a little excessive compared to other governmental agencies and questioned the guaranteed benefit to the Commission. Staff Attorney Crowley advised that the current policy provides that an employee who receives tuition reimbursement must continue full-time employment with the Commission for a period of at least two years from and after the date of such tuition reimbursement in order to retain the full reimbursement amount.

Commissioner Maio stated that a written policy should be in place reflecting the \$4,000 cap. Staff Attorney Crowley explained that there was no limitation on the amount of employee tuition that was reimbursable in any given year in the Tuition Reimbursement Policy codified in the Personnel Manual that was approved by the Board at its October 2007 meeting; that the Board, by motion, amended the Commission's Tuition Reimbursement Policy to limit reimbursement to \$4,000.00 per employee per fiscal year at its April 2008 meeting; and that a Resolution to codify and incorporate the cap into the Personnel Manual failed for lack of an approving majority at the May 2008 meeting.

Commissioner Elliott stated that the Commission's organization is able to survive on a skeleton staff because its employees are highly educated and the Commission needs to continue giving its employees the tools of the job. Commissioner Elliott added that, as a small business owner, he knew that the backbone of an organization is qualified, educated, and loyal employees, and the best place for a company to invest is in its employees and that to lose employees or train them inadequately would be short-sighted.

Commissioner Zeilenga noted that the last year the Tuition Reimbursement Policy was fully reviewed, the review included survey results of the utility customers indicating most, if not all, had some type of cap established in the \$1,000 to \$2,000 range and that the \$4,000.00 per employee per fiscal year cap adopted last year was a compromise. Commissioner Zeilenga further noted that he was unaware of any business offering

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unlimited tuition reimbursement, that some companies refuse to pay for graduate courses, and that employees always have the option of paying for their own education. Commissioner Poole agreed with Commissioner Zeilenga stating the policy should be in sync with the utility customer survey results.

Commissioner Zay questioned why customer survey results were being followed in the case of salary increases but not in the case of tuition reimbursement caps, adding that the County caps its tuition reimbursement to \$1,000 to \$2,000 and that the Commission's proposed \$4,000 per employee per fiscal year cap was very generous compared to what others are doing in these tough economic times.

After Commissioner Hartwig agreed with Commissioners Zeilenga, Poole, and Zay, noting that unless there is a special circumstance relating to a specific skill associated with the employee's position, a \$4,000 cap is very reasonable, the motion to adopt Resolution No. R-23-09: A Resolution Amending the Tuition Reimbursement Policy failed by a Roll Call Vote for lack of an approving majority:

Ayes: T. Elliott, G. Mathews, W. Murphy, and L. Rathje

Nays: E. Chaplin, L. Hartwig, W. Maio, W. Mueller, A. Poole, F. Saverino, J. Zay, and D. Zeilenga

Absent: T. Bennington

Commissioner Murphy moved to adopt Resolution No. R-24-09: A Resolution Approving and Authorizing the Execution of a Master Contract with Peters & Associates, Inc. for Computer Consulting Services. Seconded by Commissioner Zay.

Before the vote was called, Commissioner Chaplin questioned the reason the General Manager Martin was requesting Board approval even though the purchase was within the General Manager's authority to authorize. General Manager Martin explained that to avoid any appearance of impropriety arising out of his son's employment at Peters & Associates, Chairman Rathje directed him to proceed with Board approval prior to engaging their services. After Commissioner Zay expressed appreciation for General Manager Martin being upfront with the Board, the motion was unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Zay requested that Resolution No. R-19-09 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

Commissioner Mueller 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 Elliott and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

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

Nays: None

Absent: T. Bennington

Item 1: Ordinance No. O-5-09: An Ordinance Establishing A Rate for Operation and Maintenance Costs for Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010—"Super/Special Majority Omnibus Vote"

Item 2: 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—"Super/Special Majority Omnibus Vote"

Item 3: 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—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-21-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the April 9, 2009, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Commissioner Hartwig moved to adopt Resolution No. R-19-09: A Resolution Approving and Accepting the Proposal of McGladrey & Pullen, LLP for Audit Services. Seconded by Commissioner Mathews.

Commissioner Zay inquired how long the Commission had been using McGladrey & Pullen, LLP as its auditors. General Manager Martin advised that they had been used for at least the last five years through the Illinois Auditor General's Office. Commissioner Zeilenga noted that the Finance Committee discussed the audit services and recommended using McGladrey & Pullen for one more year before seeking Request for Proposals. After hearing the Finance Committee's recommendation,

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Commissioner Saverino questioned whether the selection of the auditors for the next fiscal year would be qualification or price based. Commissioner Zeilenga responded that a qualification based process was anticipated. After which, the motion to adopt Resolution No. R-19-09 was unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington

OLD BUSINESS

Commissioner Zeilenga moved to approve 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 75th Street and Washington Street. Seconded by Commissioner Zay.

Before the vote was called, Commissioner Hartwig stated that even though he did not believe it was a county project, he still supported the project and could support the cost sharing proposed by the County and the City if the Commission were to adopt a policy providing for such cost sharing with all of the Commission's municipal customers whenever conflicts arise within municipal rights-of-way. Commissioner Maio stated that the Board has been listening for months about this proposal and that after all the presentations and attorney opinions, and considering the potential litigation costs and potential for precedence setting, he supports the cost sharing due to the uniqueness of the project.

Commissioner Mathews stated he wanted an engineering basis for the relocation and, in referring to the aerial picture provided, asked why the underpass ramp was not aligned to more closely tie up with the existing bike path. General Manager Martin referred to a memorandum from the Commission's Pipeline Supervisor dated October 2, 2008, which explains that the relocation of approximately 500 lineal feet of the Commission's 30" main will be necessary in order to avoid a conflict with the proposed pedestrian tunnel but that proposed underpass would have had little or no impact on Commission facilities if it had been located along an alignment the City presented to the Commission at a design meeting held several years earlier.

Commissioner Zay stated that the County of DuPage entered into an Intergovernmental Agreement with the City of Naperville in which the City of Naperville asked for a 55/45 split. Commissioner Zay further noted that there are 8 lanes of traffic at the intersection of 75th and Washington Streets which poses a pedestrian safety hazard.

Commissioner Murphy noted that the slight alignment modification raised by Commissioner Mathews was significant and would resolve the matter. In addition, Commissioner Murphy commented that though he is respectful of the opinions shared

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by the other Commissioners, most of the early record on this project reflects that it is not a joint project but, rather, a Naperville project and that suggestions to the contrary appear to be subterfuge. Commissioner Poole disagreed, noting the intersection is very complex, the ramp is what causes the need for the Commission to relocate its pipeline, and the pipeline is inside the DuPage County right-of-way and the County demanded its relocation. Commissioner Poole added that he resented Commissioner Murphy's "subterfuge" comment, noting that the ramp is needed for purposes of enabling pedestrian to cross Washington Street safely. Commissioner Chaplin agreed with Commissioner Poole, stating that the Commission should be serving the public.

Commissioner Zeilenga amended his motion, with the consent of the seconder, by adding to the motion a direction to staff to prepare policy for the Board's review and approval that would provide for similar cost sharing with all of the Commission's municipal customers whenever conflicts arise within municipal rights-of-way. The amended motion failed by a Roll Call Vote for lack of an approving special-majority:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, A. Poole, J. Zay, and D. Zeilenga

Nays: G. Mathews, W. Mueller, W. Murphy, F. Saverino, and L. Rathje

Absent: T. Bennington

NEW BUSINESS

None

ACCOUNTS PAYABLE

Commissioner Mueller moved to exclude the Holland & Knight invoice from the Accounts Payable and to approve the Accounts Payable, as so revised, in the amount of \$14,710.10 subject to submission of all contractually required documentation. Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington

EXECUTIVE SESSION

None

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Before the meeting was adjourned, Commissioner Zay requested staff revert back to preparing paper copies of the Board material for overnight delivery (and minimizing future Supplemental Packets), noting the material sent via electronic mail was not very clear and the packet was too voluminous to print.

Commissioner Maio moved to adjourn the meeting at 9:15 P.M. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
TREASURER'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
April 30, 2009

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2009	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
WATER SALES	\$ 3,349,344	3,131,827	217,517	38,599,482	34,857,187	3,742,295
SALES TAX	2,178,184	2,500,461	(322,277)	33,370,690	32,866,073	504,617
INVESTMENT INCOME	58,047	77,887	(19,840)	1,318,697	1,251,612	65,085
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	5,585,575	5,710,175	(124,600)	73,286,869	68,974,872	4,311,997
EXPENDITURES						
PERSONAL SERVICES	260,043	374,499	(114,456)	3,805,511	3,747,670	57,841
PROFESSIONAL SERVICES	31,748	41,602	(9,854)	275,581	318,809	(43,228)
CONTRACTUAL SERVICES	10,965	11,133	(168)	270,382	223,659	46,723
INSURANCE	35,685	8,246	27,439	122,503	90,231	32,272
WATER SUPPLY COSTS (NOTE 1)	4,109,518	4,085,982	23,536	50,628,881	45,555,743	5,073,138
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	26,256,387	25,989,262	267,125
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	403,758	238,105	165,653	893,076	3,479,822	(2,586,746)
TOTAL EXPENDITURES	4,851,717	4,759,567	92,150	82,252,321	79,405,196	2,847,125
REBATES	-	-	-	-	40,000,000	-
TRANSFER TO OTHER GOVERNMENTS	-	-	-	-	15,000,000	-
NET INCREASE / (DECREASE) IN FUNDS	733,858	950,608	(216,750)	(8,965,452)	(65,430,324)	1,464,872

FUNDS CONSIST OF:

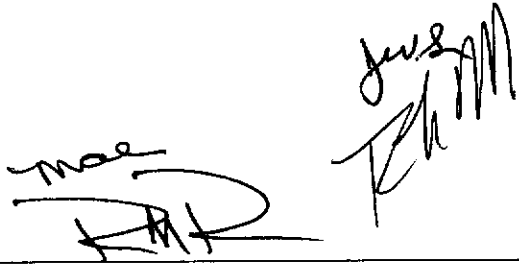
	April 30, 2009	April 30, 2008	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	78,175	1,000	77,175
CASH AT HARRIS BANK	176,078	130,450	45,628
TOTAL CASH	262,579	139,776	122,803

	April 30, 2009	April 30, 2008				% CHANGE
ILLINOIS FUNDS MONEY MARKET	21.84%	11.58%	15,073,067	9,395,109	5,677,958	60.4%
ILLINOIS FUNDS PRIME FUND	26.67%	22.39%	18,398,353	18,151,541	246,812	1.4%
GOVERNMENT MONEY MARKET FUNDS	18.14%	15.44%	12,516,463	12,516,463	-	0.0%
U. S. TREASURY INVESTMENTS	21.03%	17.90%	14,509,873	14,509,873	-	0.0%
U. S. AGENCY INVESTMENTS	0.00%	0.00%	-	-	-	0.0%
CERTIFICATES OF DEPOSIT	12.32%	32.69%	8,500,000	26,500,000	(18,000,000)	-67.9%
TOTAL INVESTMENTS	100.00%	100.00%	68,997,756	81,072,986	(12,075,230)	
TOTAL FUNDS			69,260,335	81,212,762	(11,952,427)	
UNRESTRICTED FUNDS			11,938,685	26,288,255	(14,349,570)	
RESTRICTED FUNDS			57,321,650	54,924,507	2,397,143	
TOTAL FUNDS			69,260,335	81,212,762	(11,952,427)	

NOTE 1 - INCREASED WATER SUPPLY COSTS DUE TO CITY OF CHICAGO RATE INCREASE EFFECTIVE JANUARY 1, 2009

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Peters & Associates, Inc. at the May 14, 2009, DuPage Water Commission Meeting Resolution No. R-27-09	APPROVAL 	
Account No.: 01-60-6280			
<p>The Commission entered into a master contract with Peters & Associates, Inc. dated April 10, 2009, 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-27-09 would approve the following Task Orders under the Master Contract:</p> <p>Task Order No. 3: Build, Configure and Implement Three New Servers</p> <p>Task Order No. 3 will authorize Peters & Associates to perform the following basic tasks of building, configuring and implementing three new computer servers, pre-purchased by the Commission, for the Commission's computer network:</p> <ul style="list-style-type: none">• Build and configure three servers with Windows Server 2008.• Configure and implement the primary domain controller server.• Configure and implement the secondary domain controller server.• Configure and implement the file and print server.• Migrate/transfer data from existing file and print server to new server.• Install, configure, and test tape backup on each of the three new servers.• Provide Windows Server build and configuration documentation; data backup schedules and job detail documentation. <p>Cost of this Task Order is estimated to be \$3,600.00.</p>			
MOTION: To approve Resolution No. R-27-09.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-27-09

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH PETERS & ASSOCIATES, INC. AT THE
MAY 14, 2009, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Peters & Associates, Inc. (the "Consultant") dated April 10, 2009, to provide, from time to time, computer consulting services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of

Resolution No. R-27-09

staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-27-09.doc

EXHIBIT 1

TASK ORDER NO. 3

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 Computer Consulting Services dated April 10, 2009 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Build, configure and implement three new servers

2. **Services of Consultant:**

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

A. Server Build – Domain Controller (Primary DC)

1. Build and configure Windows Server 2008, based on P&A's best practices for Windows Server operating system
 - Install, configure and patch / update Windows Server operating system
2. Configure Domain Controller
 - Run DCPROMO (to install Active Directory Domain Services)
 - Configure WINS, DNS, DHCP, Global Catalog (GC)
 - Transfer FSMO roles from RDC (DPS) to new Domain Controller

B. Server Build – Domain Controller (Secondary DC)

1. Build and configure Windows Server 2008, based on P&A's best practices for Windows Server operating system
 - Install, configure and patch / update Windows Server operating system
2. Configure Domain Controller
 - Run DCPROMO (to install Active Directory Domain Services)
 - Configure WINS, DNS, DHCP, Global Catalog (GC)
3. Install and configure WSUS (Windows Server Update Services) to automatically patch and update servers and workstations
4. Remove Active Directory Domain Services from the PIPES server

C. Server Build – File and Print Server

1. Build and configure Windows Server 2008, based on P&A's best practices for Windows Server operating system
 - Install, configure and patch / update Windows Server operating system
2. Configure printers / print services

3. Migrate / transfer the data from existing file and print server (HYDRA) to the new file and print server
 - Data file structure on new server will mirror that of the existing file and print server
4. Create a service / domain account for the document management application
 - Used to start and stop services on the server
5. Install tape drive (from HYDRA) onto new file and print server
 - Test operation of the tape drive on the new server

D. Backup and AntiVirus Agent Install / Configuration

1. Install a Symantec Backup Exec backup agent on each of the three (3) new servers
 - Configure new backup jobs / schedules for the new servers
 - Configure all backup jobs to point to the tape drive on the new server
 - Configure Backup, System Recovery and Continuous Protection
 - Test and verify proper operation of the backup jobs
2. Install a Symantec Endpoint Protection agent on each of the three (3) new servers
3. Install a Symantec Backup Exec backup agent on the REPORT server
 - Configure new backup job / schedule for the REPORT server
 - Configure Backup, System Recovery and Continuous Protection
 - Test and verify proper operation of the backup job

E. Deliverables

1. The following deliverables will be provided to DWC as part of this project:
 - Windows Server Build and Configuration documentation
 - Updated Data Backup Schedules and Job Details

F. Assumptions

1. DWC will provide authorized P&A personnel with:
 - Access to required data centers / servers
 - Access to required passwords
 - Access to required DWC personnel
 - Adequate work space
 - Access to the Internet

2. DWC will provide all necessary Microsoft licensing, media and keys for the installation / implementation.
3. All work will be performed during regular business hours, unless agreed upon by both parties.
 - Data migration / transfer from HYDRA to new file and print server may need to occur after-hours, due to the potential change in data by users.
 - DWC will need to make a determination on when this will be scheduled and when access to the data, by users, will be halted.
3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None
4. **Commencement Date:**

May 15, 2009
5. **Completion Date:**

June 5, 2009
6. **Submittal Schedule:**

None
7. **Key Project Personnel:**

Larry Jensen, Senior Account Manager

Jim Friel, Project Manager
8. **Contract Price:**

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

9. **Payments:**

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

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel engaged directly on the Project, whether as owners or employees, as set forth below:

Senior Consultant and Project Manager:

Monday – Friday, 8am – 5pm	\$150.00/hr
All other hours	\$195.00/hr

Senior Technician:

Monday – Friday, 8am – 5pm	\$75.00/hr
All other hours	\$95.00/hr

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

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

The Effective Date of this Task Order is May 15, 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

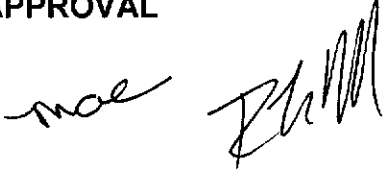
E-mail Address: larry.jensen@peters.com

Phone: (630) 832-0075

Fax: (630) 832-9636

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution of Acclamation for Former Commissioner Joseph Devlin Resolution No. R-29-09	APPROVAL	
<p>Account Number: Not Applicable</p> <p>Former Commissioner and one-time Chairman of the Board and Chairman of the Administration Committee, Joseph Devlin, will be celebrating his retirement as a Roselle Village Trustee after 40 years of dedicated service to the Village of Roselle, including several years as Mayor.</p> <p>Joseph Devlin was one of the Board's longest serving Commissioners, having served for three six-year terms. He was also one of the Board's original Commissioners, serving during the time of the original construction of the Commission's facilities.</p> <p>The Village of Roselle is holding a retirement dinner for Joseph Devlin on May 29, 2009, and it would be fitting to honor the occasion by approving Resolution No. R-29-09. A suitable copy of the Resolution would then be framed and mounted for presentation at the dinner.</p>			
MOTION: To approve Resolution No. R-29-09			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-29-09

A RESOLUTION OF ACCLAMATION FOR
FORMER COMMISSIONER JOSEPH DEVLIN

WHEREAS, it is appropriate to honor dedicated and outstanding volunteer public servants on the occasion of their retirement; and

WHEREAS, Joseph Devlin retires with a record of more than 40 years of devoted public service, not only with the Village of Roselle as Trustee and Mayor but also with the DuPage Water Commission among other civic organizations; and

WHEREAS, Joseph Devlin was one of the first, as well as one of the longest serving, members of the Board of Commissioners of the DuPage Water Commission, and served for a time as its Chairman; and

WHEREAS, throughout his 18-year tenure on the Board, his influence was considerable as he helped guide the Commission through the challenge of building the second largest water system in the State of Illinois and providing water to approximately three quarters of one million people; and

WHEREAS, Joseph Devlin is a respected friend and dedicated community servant;

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

On behalf of the DuPage Water Commission, its Customers, and the residents of DuPage County, we, the Board of Commissioners of the DuPage Water Commission, congratulate Joseph Devlin on the occasion of his retirement, thank him for his many contributions to the Commission and the customers and communities it serves, and wish him good health and happiness in the future.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

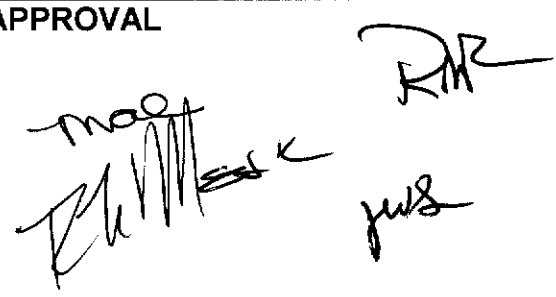
ATTEST:

Chairman

Clerk

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline and Instrumentation/ Remote Facilities
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the May 14, 2009, DuPage Water Commission Meeting</p> <p>Resolution No. R-25-09</p>	APPROVAL	
<p>Account Number: 01-60-6631 (Work Authorization Nos. 011 and 012) 01-60-6633 (Work Authorization No. 013)</p> <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-25-09 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p>Work Authorization Order No. 011 to Rossi Contractors, Inc.: This work is necessary to expose and adjust an existing valve box riser and cover located on High Street approximately 100 feet north of Butterfield Road in the City of Elmhurst. The work will involve the removal of existing concrete curb, gutter and the adjacent asphalt pavement, locating and adjusting an existing valve box riser and cover, and restoration of the site to meet existing conditions. The cost of this work is not known but is estimated to be \$6,600.00.</p> <p>Work Authorization Order No. 012 to Rossi Contractors, Inc.: Approval of this Work Authorization would authorize the contractor to complete certain restoration work made necessary as a result of the Commission's valve exercising program. The work site is located within the Commission's METRA easement located at Il. Route 53 and Irving Park Road in the City of Itasca. The work will involve shaping and grading of the existing soil, placement, shaping and grading of approximately 4 inches of topsoil, and the placement of seed and mulch. The cost of this work is not known but is estimated to be \$7,800.00.</p> <p>Work Authorization Order No. 013 to Rossi Contractors, Inc.: This Work Authorization was issued prior to Board approval, and the work completed, in order to put standpipe #1 in Roselle back into service. The standpipe was originally drained so repair work could be performed on the cathodic protection system inside the tank. While the tank was drained it was discovered that the 24-inch Butterfly Valve used to isolate the discharge of the tank failed and could not be fully closed. The cost of this work is not known but is estimated to be \$25,000.00.</p>			
<p>MOTION: To approve Resolution No. R-25-09.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-09

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-8/08 AT THE
MAY 14, 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-8.011

LOCATION:

On High Street approximately 100 feet north of Butterfield Road in the City of Elmhurst.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

Remove existing concrete curb, gutter and pavement as necessary, locate and adjust an existing valve box riser and cover, and restore the site to existing conditions with in kind curb and gutter and pavement replacement.

REASON FOR WORK:

To expose and adjust an existing valve box riser and cover.

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

WORK AUTHORIZATION ORDER

CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.012

LOCATION:

The work site is located within the Commission's METRA easement located at IL. Route 53 and Irving Park Road in the City of Itasca.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

The work will involve shaping and grading of the existing soil, placement, shaping and grading of approximately 4 inches of topsoil, and the placement of seed and mulch.

REASON FOR WORK:

To restore, to its prior conditions, an area damaged by Commission personnel during the performance of annual valve exercising work.

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: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

WORK AUTHORIZATION ORDER

CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.013

LOCATION:

Tank Site 1, Central and Monaco, Roselle, Illinois

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

1. Owner has made arrangements to have the Owner-furnished replacement 24-inch Diameter Butterfly Valve with attached manual actuator as one assembly (24-inch BFV) delivered directly to the Contractors facilities from Homestead Water Products. Contractor shall transport the Owner-furnished 24-inch BFV to Standpipe #1 Work Site, on the same day that the existing 24-inch Diameter Butterfly Valve is removed from operation, for immediate installation.
2. All bolts, nuts, and flange gaskets shall be replaced during the installation of the replacement 24-inch BFV. All bolts, nuts, and flange gaskets and any other required replacement parts shall be on hand before Work begins to remove the existing 24-inch Diameter Butterfly Valve, (the manual actuator has been removed by owner and will not be reused).
3. The mechanical installation of the replacement 24-inch BFV at Standpipe #1 shall be fully provided, performed, and completed on the same day that the existing 24-inch Diameter Butterfly Valve at Standpipe #1 being replaced is removed from operation.
4. The removal and replacement of the existing 24-inch Diameter Butterfly Valve at Standpipe #1 with an Owner-furnished 24-inch BFV shall be fully provided, performed, and completed within three days following the delivery of the Owner-furnished replacement 24-inch BFV to Standpipe #1 Work Site.
5. Contractor shall transport, protect, install, calibrate, and test the Owner-furnished 24-inch BFV under the supervision of the butterfly valve manufacturer. Contractor shall retain the services of, and pay all costs incurred by, the butterfly valve manufacturer to furnish qualified field superintendent(s) to assist and direct Contractor in the proper transportation, installation, calibration, and field acceptance testing of the Owner-furnished 24-inch BFV.
6. The Owner-furnished 24-inch BFV shall be inspected for damage by Contractor upon delivery to Contractor's facilities and upon delivery to the Standpipe #1

Work Site, as the case may be. Any defects or damage observed during this inspection shall be promptly reported to Owner in writing.

7. Contractor shall have sole responsibility for the proper loading, transportation, unloading, installation, calibration, and testing of the Owner-furnished 24-inch BFV and shall furnish a written statement to Owner certifying that (i) the Owner-furnished 24-inch Diameter Butterfly Valve, as installed, complies with the Contract and the current best practice of the industry, and will perform and operate in accordance with the design intentions; (ii) all things required for the successful operation of the Owner-furnished 24-inch Diameter Butterfly Valve in accordance with the Contract have been designed, manufactured, and installed in accordance with all requirements of the butterfly valve manufacturer; (iii) all requirements and conditions necessary to validate the warranty and guarantee of the butterfly valve manufacturer have been complied with; and (iv) all procedures necessary to maintain the guaranty or warranty in full force and effect during the applicable guaranty or warranty period, including but not limited to maintenance obligations and storage conditions, have been provided to Owner in writing and written acknowledgments of all such disclosed procedures have been provided by Owner to the butterfly valve manufacturer. In addition, Contractor shall furnish to Owner a written statement of the butterfly valve manufacturer certifying that the butterfly valve manufacturer supervised the installation of the Owner-furnished 24-inch BFV. Acceptance of such certifications by Owner shall be a precondition to final payment for Work under this Work Authorization Order and shall not relieve Contractor of any of its obligations under the Contract to provide additional or other certifications.
8. Contractor shall additionally be responsible from delivery to Contractor's facilities until final payment for Work under this Work Authorization Order for all risk of loss or damage or destruction to the Owner-furnished 24-inch BFV.
9. Owner has disconnected and removed the existing manual valve actuator with stem extension and open/close indicating proximity switches. Contractor shall reinstall the stem extension and open/close indicating proximity switches on the Owner-furnished 24-inch BFV. Contractor will test the operation of the valve and manual valve actuator from stem extension to meet the Owners specifications.
10. Contractor shall reinstall any removed pipe insulation to its pre-removal condition.

REASON FOR WORK:

The existing 24" butterfly valve and manual actuator failed. Valve does not seat in the closed position.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 – 24-inch Homestead Water Products (Olsen Technologies, Inc.) Series 820
AWWA Butterfly Valve with attached manual actuator.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

1. As provided in, and subject to the limitations of, Subsection 2.10F of the General Conditions, Contractor is advised that the Owner has designated all of its manholes as permit-required confined space because the space has limited means of egress and other hazardous conditions exist such as electricity and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services. As such, entry into such permit-required confined space shall be only through compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. In addition, Contractor is directed to Subsection 2.10F of the General Conditions for additional requirements applicable to working in or near such confined spaces.
2. In addition to, and not in limitation of, the provisions set forth in Section 2.10 of the General Conditions, the Contractor is advised that Hot Work, (any temporary operation involving open flames or producing smoke, heat, slag, and/or sparks, including without limitation brazing, cutting, grinding, soldering, torch heating, and welding), shall only be performed through compliance with a Hot Work program meeting the requirements of OSHA and other applicable law. Even though the Owner is not aware of any unique or concealed flammable materials or any undisclosed potentially hazardous conditions in the area(s) where various mechanical and plumbing piping will be installed with soldered joints, the Contractor shall independently make its determination as to the presence or absence of flammable materials and hazardous conditions in the area(s) where such Hot Work will be performed. In addition to obtaining the approval of the Owner's Manager of Operations prior to performing any Hot Work, the Contractor shall independently secure authorization from its own supervisory and management personnel who have been designated by the Contractor as the responsible for authorizing the Contractor's Hot Work and shall comply with any safety precautions imposed by such persons including without limitation:
 - a. Making areas where Hot Work is to be performed fire safe by either changing the location of the Hot Work or by removing or guarding against fire hazards;

- b. Employing supervisors, cutters, welders, and fire watchers that have been effectively trained in (i) the safe use and operation of the relevant equipment and processes (brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, watching, and warning, etc.) and (ii) the need for, and the appropriate use and protective level of, PPE;
- c. Maintaining suitable brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, warning, etc. equipment on site in good working condition; and
- d. Posting adequate warnings.

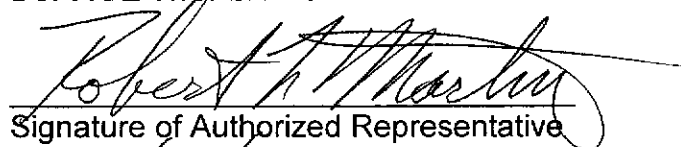
The Contractor shall not rely upon the Owner's Hot Work practices, programs, or procedures at the Work site, or the Owner's verification of readiness of the workplace or places for Hot Work, or the Owner's placement of fire extinguishers, ventilation equipment, warning signs, or fire watches. The Contractor shall independently verify the readiness of the workplace or places for Hot Work and independently place fire extinguishers, ventilation equipment, warning signs, and fire watches in accordance with the Contractor's Hot Work practices, programs, and procedures and as required by law.

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By:

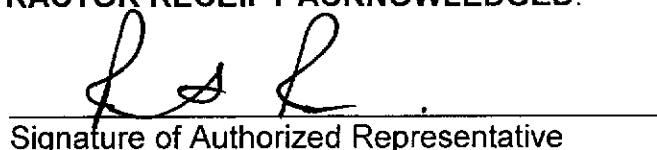

Signature of Authorized Representative

DATE:

4/20/09

CONTRACTOR RECEIPT ACKNOWLEDGED:

By:

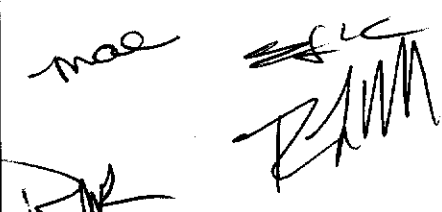

Signature of Authorized Representative

DATE:

4-21-09

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the May 14, 2009, DuPage Water Commission Meeting Resolution No. R-26-09	APPROVAL	
Account No.: 01-60-6632			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-26-09 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 14: Corrosion Control Monitoring Program—Test Point Survey</p> <p>Task Order No. 14 would authorize the consultant to perform a test point survey on approximately 75 miles of the distribution system. This length represents approximately 50% of the entire distribution system. The survey includes obtaining pipe-to-soil readings, casing-to-soil readings, anode current readings and electrical isolation testing. A report summarizing the results of the data will be prepared for the Commission's review and will include, among other things, an evaluation of data obtained and recommendations for future testing and/or mitigation. Staff recommends that, beginning with the next fiscal year, the remaining 50% of the distribution system be tested and that the testing cycle repeat itself so as to provide a test point survey of 50% of the distribution system every 2 to 3 years.</p> <p>The not to exceed cost for this Task Order is \$70,000.00 and includes testing and reporting services for one cycle of testing on approximately one half of the distribution system.</p> <p>Task Order No. 15: Corrosion Control Monitoring Program—Close Interval Survey</p> <p>Task Order No. 15 would authorize the consultant to perform a close interval survey of approximately 19 miles of the distribution system. This length represents a total of approximately 25% of the distribution system available for the survey under the criteria established for the test. The survey includes obtaining pipe to soil potential readings every 10 feet along the entire length of the Commission pipeline. A report summarizing the results of the data will be prepared for the Commission's review and will include, among other things, an evaluation of data obtained and recommendations for future testing and/or mitigation. Staff recommends that, beginning with the next fiscal year, an additional 25% of the available distribution system be tested, and so on until the entire available distribution system is tested. Staff further recommends that the testing cycle repeat itself so as to provide a test point survey of 25% of the available distribution system every 10 years.</p> <p>The not to exceed cost for this Task Order is \$60,000.00 and includes testing and reporting services for one cycle of testing on approximately 25% of the available distribution system.</p>			
MOTION: To approve Resolution No. R-26-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-09

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH EN ENGINEERING, LLC AT THE
MAY 14, 2009, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with EN Engineering, LLC (the "Consultant") dated December 12, 2006, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of

staff and Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 14

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

1. **Project:**

Corrosion Control Monitoring Program – Test Point Survey

2. **Services of Consultant:**

A. Basic Services:

1. Provide a test point survey, including pipe-to-soil readings, casing-to-soil readings, anode current readings and electrical isolation testing, at the following Owner pipelines:

Steel Protected Lines (Total footage = 108,996 feet)

- TW-2 (49,497 feet)
- TIB 1/03 (10,488 feet)
- 72-inch (49,011 feet)

Steel Unprotected Lines (Total footage = 100,138 feet)

- TSW-3/98 (35,384 feet)
- TSW D-87 2 (793 feet)
- FOB-85 (2,809 feet)
- MS-2 MS-15B (163 feet)
- TS-3/88 (60,989 feet)

Concrete Unprotected Lines (Total footage = 159,202 feet)

- TW-1 (26,017 feet)
- TSW D-87 1 (54,691 feet)
- FS-2/89 MS-15G (13,023 feet)
- FOB-2/89 (24,125 feet)

- FOB-2/89 MS-15E (641 feet)
- FOB-2/89 MS-13B (9,142 feet)
- FOB-2/89 MS-15C (2,661 feet)
- FOB-2/89 MS-13A (4,250 feet)
- MS-2 MS-15D (192 feet)
- FOB-2/89 MS-26B (4,547 feet)
- FOB-2/89 MS-21B (4,655 feet)
- FS B-86 MS-6A (132 feet)
- FS-2/89 MS-12A (5,884 feet)
- MS-15H (186 feet)
- FS-2/89 MS-15A (3,460 feet)
- FS-2/89 MS-24B (1,785)
- MS-5/93 MS-7B/8F (186 feet)
- FS-2/89 MS-22A (3,625 feet)

Ductile Iron Unprotected Lines (Total footage = 31,725 feet)

- TS-3/88 (27,871 feet)
- MS-2 MS-21A (223 feet)
- FOB E-87 MS-21C (1,301 feet)
- MS-2 MS-24A (363 feet)
- MS-2 MS-8C (220 feet)
- FS B-86 MS-16B (342 feet)
- FS B-86 MS-20A (450 feet)
- FS B-86 MS-6B (955 feet)

Total Footage of all lines = 400,061 feet

Note: Lines to be assessed may change based upon review of GIS corrosion layers. However, total footage to be assessed will remain approximately the same.

2. Prepare, for review and approval by Owner, a report summarizing the results of the data obtained, evaluation of the data obtained, and recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date:**

May 15, 2009

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Kristi Roe	630.353.4024

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$70,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

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

10. **Special Safety Requirements:**

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 advised that it would be reasonable to assume that hazardous electrical voltage and current may be present 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. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.

- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

12. **Attachments/Clarifications:**

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 May 15, 2009.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

TASK ORDER NO. 15

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

1. **Project:**

Corrosion Control Monitoring Program – Close Interval Survey

2. **Services of Consultant:**

A. Basic Services:

1. Provide a close-interval survey at the following Owner pipelines:

Steel Protected Lines (Total footage = 10,488 feet)

- TIB 1/03 (10,488 feet)

Steel Unprotected Lines (Total footage = 36,177 feet)

- TSW-3/98 (35,384 feet)
- TSW D-87 2 (793 feet)

Concrete Unprotected Lines (Total footage = 54,691 feet)

- TSW D-87 1 (54,691 feet)

Total Footage of all lines = 101,356 feet

Note: Lines to be assessed may change based upon review of GIS corrosion layers. However, total footage to be assessed will remain approximately the same.

2. The areas under the pavement during the close-interval survey will be "skipped" or the readings will be offset from the pipeline, since good contact with soil is needed to obtain valid pipe-to-soil readings.
3. Prepare, for review and approval by Owner, a report summarizing the results of the data obtained, the evaluation of the data obtained, and recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date:**

May 15, 2009

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Kristi Roe	630.353.4024

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$60,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

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

10. **Special Safety Requirements:**

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 advised that it would be reasonable to assume that hazardous electrical voltage and current may be present 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. Independently verify the presence or absence of AC electrical current on or in the vicinity of Owner's CP Test Facilities and its appurtenances and notify Owner and affected Consultant personnel accordingly. Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.
- ii. Take immediate and necessary measures to protect all workers, Owner employees, and general public from hazardous electrical voltage and current.
- iii. Work with Owner's personnel to control hazardous electrical voltages and current and control access to the locations where hazardous electrical voltages and currents are present.
- iv. Train and instruct Owner's personnel on the safe electrical working practices to be employed between the time of temporary control measures being employed through and up to the time when permanent control measures are applied.

11. **Modifications to Contract:**

None

12. **Attachments/Clarifications:**

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 May 15, 2009.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ed Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

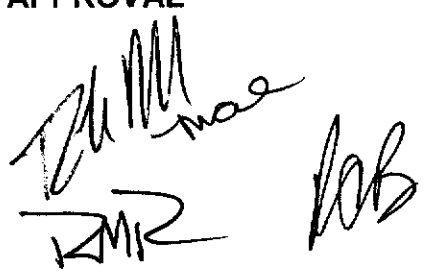
E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: May 8, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the May 14, 2009, DuPage Water Commission Meeting Resolution No. R-28-09	APPROVAL 	
<p>Account Numbers: 01-60-7213.01 - \$36,131.00</p> <p>Resolution No. R-28-09 would approve the following Change Orders:</p> <p>Change Order No. 2 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station)</p> <p>During the installation of the 20" Sanitary Sewer Casing underneath the foundation walls of the existing Service Building, the boring contractor encountered grade conflicts with an existing foundation and concrete column as well as the hydraulic lift concrete foundation in the interior of the building. As a result, the interfering structures needed to be removed and the column re-built. Approval of this work would increase the Contract Price by \$10,856.00.</p> <p>In addition, during excavation of the generator and office building portions of the project, it was noted that the excavations become inundated with groundwater which has filled up the excavations to an elevation just below the floor slab. In order to keep groundwater from seeping into the structures, and the electrical rooms in particular, it has been determined that a footing drain system should be installed to direct the water away from the structures. Approval of this additional work would increase the Contract Price by \$19,955.00.</p> <p>Finally, during the review of shop drawing submittals, it was noted that the cisterns, as designed for rainwater reuse, extended well above the collection point of the roof. In order to maintain the capacity of the cisterns, the diameter of the cisterns must be increased as the height is lowered. This change necessitates an increase in the area of the concrete slab support structure of the cisterns. Approval of this additional work would increase the Contract Price by \$5,320.00.</p> <p>Approval of this Change Order would increase the Contract Price by \$36,131.00 but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p> <p>The Completion Date would remain as November 25, 2010.</p> <p>MOTION: To approve Resolution No. R-28-09.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-28-09

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
MAY 14, 2009, DUPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-28-09.doc

Exhibit 1

Resolution No. R-28-09

1. Change Order No. 2 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) for a \$36,131.00 net increase in the Contract Price.

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

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

CHANGE ORDER NO. 2

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: May 15, 2009

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Excavate and demolish the reinforced concrete foundation for the hydraulic lift in the interior of the existing Service Building. Core through the existing reinforced concrete footing, foundation and a portion of a support column in the south wall of the existing Service Building. Install heavy-walled casing pipe in place of the removed portion of the column base and grout the casing in place with high strength cement.
2. Provide and install footing drain system for the Generator and Office Buildings.
3. Provide and install the appropriate sized concrete slab support structure for the rainwater cisterns.

B. REASON FOR CHANGE:

1. During the installation of the 20" Sanitary Sewer Casing underneath the foundation walls of the existing Service Building, the boring contractor encountered grade conflicts with an existing foundation and concrete column as well as the hydraulic lift concrete foundation in the interior of the building. As a result, the interfering structures needed to be removed and the column re-built.
2. During excavation of the generator and office building portions of the project, the excavations became inundated with groundwater under pressure which filled up the excavations to an elevation just below the floor slab. In order to keep groundwater from seeping into the structures, and the electrical rooms in particular, it has

been determined that a footing drain system should be installed to direct the water away from the structures.

3. The height of the rainwater collection cisterns, as designed for rainwater reuse, extended well above the collection point of the roof rendering a portion of the structure unusable. In order to maintain the desired usable capacity of the cisterns, the diameter of the cisterns must be increased to compensate for the decrease in height. This change necessitates an increase in the area of the concrete slab support structure of the cisterns.

C. REVISION IN CONTRACT PRICE:

Negotiated net increase of \$36,131.00.

II. CHANGE ORDER CONDITIONS:

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

III. ADJUSTMENTS IN CONTRACT PRICE:

- | | | |
|----|--|-------------------------|
| 1. | Original Contract Price | \$ <u>16,970,000.00</u> |
| 2. | Net (addition) (reduction) due
to all previous Change Orders
Nos. <u>1</u> to <u>1</u> | \$ <u>78,175.00</u> |
| 3. | Contract Price, not including
this Change Order | \$ <u>17,048,175.00</u> |
| 4. | (Addition) (Reduction) to Contract
Price due to this Change Order | \$ <u>36,131.00</u> |
| 5. | Contract Price including this
Change Order | \$ <u>17,084,306.00</u> |

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Camp Dresser McKee, Inc.

By: _____ (_____) _____
Signature of Authorized Date
Representative

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

CONTRACTOR: Williams Brothers Construction, Inc.

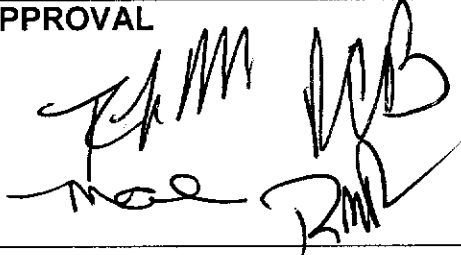
By: _____ (_____) _____
Signature of Authorized Date
Representative

DuPAGE WATER COMMISSION:

By: _____ (_____) _____
Signature of Authorized Date
Representative

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Safety Coordinator
ITEM	A Resolution Approving a Second Amendment to Task Order No. 4 under the Master Contract with Greeley and Hansen LLC Resolution No. R-30-09	APPROVAL	
Account No.: 01-60-6627			
<p>The Commission entered into a master contract with Greeley and Hansen LLC dated August 10, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>Pursuant to Resolution No. R-50-06, the Commission approved Task Order No. 4 to inspect Commission facilities and perform Shock & Flash Hazard analyses; to assess employee exposures and develop approach boundaries; to evaluate existing policies and personnel protective equipment; to perform benchmark analysis of other utilities to assist in the determination of employee qualifications; and to assist in the development of safety plans and energized work permit systems in accordance with OSHA requirements 29 CFR Part 1910, Subparts I and S and the National Fire Protection Association (NFPA), as the author of the consensus standard NFPA 70E which provides the direction for OSHA compliance, all at a cost not to exceed \$79,231.00.</p> <p>Pursuant to Resolution No. R-42-08, the Commission approved a First Amendment to Task Order No. 4 which extended the services to include new facilities placed into operation during fiscal year 08/09; increased the not-to-exceed cost limit on the services by \$2,500.00, for a total not-to-exceed cost limit of \$81,731.00; and extended the completion date to the end of April 2009.</p> <p>The Second Amendment to Task Order No. 4 would require the Short Circuit and Protective Curve Coordination Study and Arc Flash Analyses prepared to date to be updated to the recently revised NFPA 70E 2009 Standards subject to a maximum total expenditure of \$7,500.00; would extend the completion date to May 29, 2009; and would increase the not-to-exceed cost of the services by \$7,500.00, for a total not-to-exceed cost limit of \$89,231.00.</p>			
MOTION: To approve Resolution No. R-30-09.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-30-09

A RESOLUTION APPROVING A SECOND AMENDMENT TO
TASK ORDER NO. 4 UNDER THE MASTER CONTRACT
WITH GREELEY AND HANSEN LLC

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Greeley and Hansen LLC (the "Consultant") dated August 10, 2006, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

WHEREAS, pursuant to Resolution No. R-50-06, adopted on December 14, 2006, the Commission approved Task Order No. 4 to the Master Contract for professional engineering services in connection with the Electrical Safety Requirements for Employees project; and

WHEREAS, the Commission and the Consultant entered into a First Amendment to Task Order No. 4 to the Master Contract, dated as of August 15, 2008, and approved pursuant to Resolution No. R-42-08, adopted on August 14, 2008, to include in the scope of services modified or new facilities placed into operation during fiscal year 08/09; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 4 to the Master Contract to include the recently revised NFPA 70E 2009 Standards into the scope of services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time

Task Order No. 4 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the Second Amendment to Task Order No. 4 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 4 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT 1

SECOND AMENDMENT TO TASK ORDER NO. 4

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Greeley and Hansen LLC ("Consultant") for Professional Engineering Services dated August 10, 2006 (the "Contract"), Owner and Consultant agree to amend, effective as of May 15, 2009, Task Order No. 4 to the Contract for professional engineering services in connection with the Electrical Safety Requirements for Employees project, as previously amended by a First Amendment dated as of August 15, 2008 (collectively, "Task Order No. 4"), as follows:

1. Services of Consultant:

Section 2, entitled "Services of Consultant," of Task Order No. 4 shall be and it hereby is amended by adding a new Subsection 2C to said Section 2, which new Subsection 2C shall hereafter be and read as follows:

"C. Update Short Circuit and Protective Curve Coordination Study and Arc Flash Analyses prepared through April 30, 2009, to the 2009 NFPA 70E requirements subject to a maximum total expenditure of \$7,500."

2. Completion Date:

Section 5, entitled "Completion Date," of Task Order No. 4 shall be and it hereby is amended in its entirety so that Section 5 shall hereafter be and read as follows:

"5. Completion Date:

May 29, 2009, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract"

3. Contract Price:

Section 8, entitled "Contract Price," of Task Order No. 4 shall be and it hereby is amended in its entirety so that Section 8 shall hereafter be and read as follows:

"8. Contract Price:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Personnel Expense times a factor of 2.2 for Greeley and Hansen personnel and 2.18 for subconsultant personnel, 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 \$89,231.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

Second Amendment
Task Order No. 4

In all other respects, Task Order No. 4 to the Contract shall remain in full force and effect, and Task Order No. 4 to the Contract shall be binding on both parties as herein above amended.

DUPAGE WATER COMMISSION

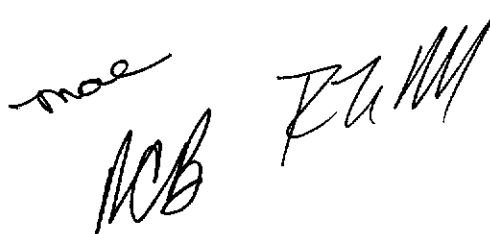
BY: _____
Robert L. Martin
General Manager

GREELEY AND HANSEN LLC

BY: _____
Stephen H. Palac
Principal

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of DuPage County Glen Ellyn Heights Meter Station 9A (Contract MS-18/09) Resolution No. R-31-09	APPROVAL 	
Account Number: 01-60-7710			
Resolution No. R-31-09 would authorize advertisement for bids on a Contract for the Construction of DuPage County Glen Ellyn Heights Meter Station 9A (Contract MS-18/09) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
MOTION: To approve Resolution No. R-31-09.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-31-09

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF
DuPAGE COUNTY GLEN ELLYN HEIGHTS METER STATION 9A
(Contract MS-18/09)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of DuPage County Glen Ellyn Heights Meter Station 9A—Contract MS-18/09" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

Resolution No. R-31-09

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-31-09.doc

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE COUNTY GLEN ELLYN HEIGHTS METER STATION 9A
CONTRACT MS-18/09

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: AECOM USA, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601

1. Invitation to Bid

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

Construction of one metering station for Owner for Owner and a Pressure Adjusting Station for the County of DuPage, in a combined facility, including sub and superstructures, piping, valving, meters, electrical, instrumentation, chlorination, architectural finishes and appurtenances, together with approximately **XX** lineal feet of **X** inch diameter watermain (collectively, "Meter Station 9A").

The Work shall be performed at the following Work Site:

From a connection to Owner's existing 48" TW-1 West Transmission Main at a point approximately 800 feet west of the centerline of Main Street in Unincorporated Milton Township, along the northerly right of way of the Great Western Trail, to a point approximately 100 feet west of said connection in Unincorporated Milton Township, DuPage County.

2. Defined Terms

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

INVITATION

3. **The Bidding Documents**

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

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

4. **The Contract**

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

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

INVITATION

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

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

5. Inspection and Examination

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Engineer upon payment of \$[~~\$~~].00 per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$[~~\$~~].00 per set to cover postage and handling.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until [] o'clock, [] m., local time, **[*BID OPENING DATE*]**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal

INVITATION

Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 3 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this [] day of [MONTH], 2009.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE COUNTY GLEN ELLYN HEIGHTS METER STATION 9A
CONTRACT MS-18/09

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

GENERAL INSTRUCTIONS

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

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

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

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

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

GENERAL INSTRUCTIONS

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

2. Interpretation of the Bidding Documents and the Contract

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

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

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

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

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

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

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

GENERAL INSTRUCTIONS

such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

3. Calculation of Unit Price Proposals and Compensation

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

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

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

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

4. Prevailing Wages

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

5. Taxes and Benefits

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

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Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

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

7. Preparation of Bidder's Proposal

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

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

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

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the

GENERAL INSTRUCTIONS

place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

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

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

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

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

8. Signature Requirements

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

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the

GENERAL INSTRUCTIONS

officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

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

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

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

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

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid

GENERAL INSTRUCTIONS

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

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

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

GENERAL INSTRUCTIONS

and policies of insurance upon award of the Contract to Bidder.

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

11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. **Withdrawal of Bidder's Proposal**

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

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

13. **Public Opening of Bidder's Proposals**

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

GENERAL INSTRUCTIONS

14. Qualification of Bidders

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

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

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

15. Disqualification of Bidders

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

GENERAL INSTRUCTIONS

not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

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

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

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

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

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

16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of

GENERAL INSTRUCTIONS

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

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

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

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

GENERAL INSTRUCTIONS

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

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

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

GENERAL INSTRUCTIONS

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

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

21. Confidentiality

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

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE COUNTY GLEN ELLYN HEIGHTS METER STATION 9A
CONTRACT MS-18/09

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

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

2. Special Construction Considerations

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

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices, and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. See Sections 1.1 and 6.11 of the Contract Agreement included in this Bid Package. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved. See Article I of the Contract Agreement and Article I of the General Conditions of Contract included in this Bid Package.

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

[TO BE ADDED BY CTE]

SPECIAL INSTRUCTIONS

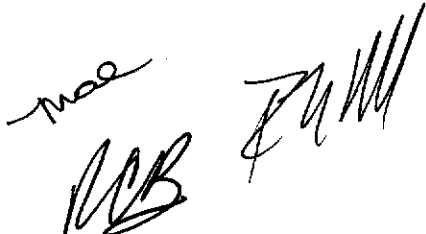
It is the successful Bidder's responsibility to confirm or establish all such agencies and their requirements, especially in relationship to bonding, insurance, permits and traffic control and protection.

B. Work Site Access and Construction Operations. Access to the Work Site and construction operations are limited as set forth in Subsection **[XX]** of the Special Conditions to Contract included in this Bid Package. Bidders are to familiarize themselves with the Work Site. If additional access or construction operation areas are needed, the successful Bidder shall be required to make such arrangements, at its own cost, with the appropriate Person or Persons.

C. Special Conditions of Contract. The Special Conditions of Contract delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between the Owner and the various property owners on whose property the Work is to be performed and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the Work Site. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether separately specified in the Special Conditions of Contract or not. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of DuPage County Hobson Valley (Greene Road) Meter Station 9B (Contract MS-19/09) Resolution No. R-32-09	APPROVAL 	
Account Number: 01-60-7710			
Resolution No. R-32-09 would authorize advertisement for bids on a Contract for the Construction of DuPage County Hobson Valley (Greene Road) Meter Station 9B (Contract MS-19/09) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
MOTION: To approve Resolution No. R-32-09.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-32-09

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF DUPAGE COUNTY
HOBSON VALLEY (GREENE ROAD) METER STATION 9B
(Contract MS-19/09)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of DuPage County Hobson Valley (Greene Road) Meter Station 9B—Contract MS-19/09" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE COUNTY HOBSON VALLEY (GREENE ROAD) METER STATION 9B
CONTRACT MS-19/09

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: AECOM USA, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601

1. Invitation to Bid

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

Construction of one metering station for Owner for Owner and a Pressure Adjusting Station for the County of DuPage, in a combined facility, including sub and superstructures, piping, valving, meters, electrical, instrumentation, chlorination, architectural finishes and appurtenances, together with approximately **XX** lineal feet of **X** inch diameter watermain (collectively, "Meter Station 9B").

The Work shall be performed at the following Work Site:

From a connection to Owner's existing **X**" TS-1 South Transmission Main at a point in 75th Street approximately 775 feet east of the centerline of Palomino Drive in Unincorporated Lisle Township to a point approximately 100 feet east of said connection in Unincorporated Lisle Township, DuPage County.

2. Defined Terms

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

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3. The Bidding Documents

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

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

4. The Contract

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

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

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

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

5. Inspection and Examination

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Engineer upon payment of \$[] .00 per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$[] .00 per set to cover postage and handling.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until [] o'clock, [] m., local time, **[BID OPENING DATE]**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal

INVITATION

Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 3 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this [] day of [MONTH], 2009.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE COUNTY HOBSON VALLEY (GREENE ROAD) METER STATION 9B
CONTRACT MS-19/09

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

2. Interpretation of the Bidding Documents and the Contract

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

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

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

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

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

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

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

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such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

3. Calculation of Unit Price Proposals and Compensation

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

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

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

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

4. Prevailing Wages

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

5. Taxes and Benefits

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

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Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

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

7. Preparation of Bidder's Proposal

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

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

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

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the

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place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

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

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

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

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

8. Signature Requirements

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

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the

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officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

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

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

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

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

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid

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

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

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

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and policies of insurance upon award of the Contract to Bidder.

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

11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. **Withdrawal of Bidder's Proposal**

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

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

13. **Public Opening of Bidder's Proposals**

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

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14. Qualification of Bidders

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

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

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

15. Disqualification of Bidders

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

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not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

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

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

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

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

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

16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of

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

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

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

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

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

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

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

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

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

21. Confidentiality

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

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DUPAGE COUNTY HOBSON VALLEY (GREENE ROAD) METER STATION 9B
CONTRACT MS-19/09

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

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

2. Special Construction Considerations

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

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices, and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. See Sections 1.1 and 6.11 of the Contract Agreement included in this Bid Package. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved. See Article I of the Contract Agreement and Article I of the General Conditions of Contract included in this Bid Package.

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

[TO BE ADDED BY CTE]

SPECIAL INSTRUCTIONS


It is the successful Bidder's responsibility to confirm or establish all such agencies and their requirements, especially in relationship to bonding, insurance, permits and traffic control and protection.

B. Work Site Access and Construction Operations. Access to the Work Site and construction operations are limited as set forth in Subsection [XX] of the Special Conditions to Contract included in this Bid Package. Bidders are to familiarize themselves with the Work Site. If additional access or construction operation areas are needed, the successful Bidder shall be required to make such arrangements, at its own cost, with the appropriate Person or Persons.

C. Special Conditions of Contract. The Special Conditions of Contract delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between the Owner and the various property owners on whose property the Work is to be performed and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the Work Site. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether separately specified in the Special Conditions of Contract or not. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

DATE: March 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-4/08 at the May 14, 2009, DuPage Water Commission Meeting Resolution No. R-33-09	APPROVAL	
Account Number: 01-60-6633 (W.A.O. #3) Account Number: 01-60-6560 (W.A.O. #4)			
<p>The Commission entered into certain agreements dated December 18, 2008, with Divane Bros. Electric Co. and January 1, 2009, with Aldridge Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-33-09 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 003: This work authorization order is to Divane Bros. Electric Co. to install new conduit and wiring for A.C. power, voice, and data communication in the Public Meeting Room and the Conference Room at the DuPage Pumping Station. This work will eliminate existing tripping hazards and allow the rooms to be used as multi-function rooms.</p> <p>The cost of this work is estimated to be \$18,700.00.</p> <p>Work Authorization Order No. 004: This work authorization order is to Divane Bros. Electric Co. to retrofit and relocate fifteen inaccessible metal halide lighting fixtures located in Pump Room of the DuPage Pump Station. This work will minimize the elevated workspace hazards and will allow staff accessibility to safely perform maintenance when required.</p> <p>The cost of this work is estimated to be \$5,400.00.</p>			
MOTION: To approve Resolution No. R-33-09.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-33-09

A RESOLUTION APPROVING AND
RATIFYING CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-4/08
AT THE MAY 14, 2009, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 18, 2008, with Divane Bros. Electric Co. and January 1, 2009, with Aldridge Electric, Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-4/08"); and

WHEREAS, Contract QRE-4/08 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical 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

Resolution No. R-33-09

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

SHEET 1 OF 2

CONTRACT QRE-4/08: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-4.003

LOCATION:

DuPage Pumping Station

CONTRACTOR:

Divane Bros. Electric Co.

DESCRIPTION OF WORK:

Install new conduits and wiring for A.C power, voice, and data communication in the Public Meeting Room and the Conference Room.

REASON FOR WORK:

Eliminate existing tripping hazards and convert rooms to multi-function rooms.

MINIMUM RESPONSE TIME:

By May 16, 2009 at 08:00 a.m.

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-4.004

LOCATION:

DuPage Pump Station

CONTRACTOR:

Divane Bros. Electric Co.

DESCRIPTION OF WORK:

Retrofit and relocate fifteen inaccessible metal halide lighting fixtures located in Pump Room of the DuPage Pump Station.

REASON FOR WORK:

The Pump Room lighting fixtures are currently installed approximately 19' above the concrete floor and also above various mechanical and electrical piping runs. The height and locations where some of the lighting fixtures are installed create an unsafe condition for DWC employees when attempting to access the fixtures for maintenance. Also, the location of the lighting fixtures prohibits the erection of temporary scaffolding, the use of powered personnel platforms, and the use of proper fall arrest systems. Relocating the lighting fixtures below the mechanical and electrical piping runs will minimize the elevated workspace hazards and will allow staff accessibility to safely perform maintenance when required.

MINIMUM RESPONSE TIME:

One week

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____


CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

DATE: May 8, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	Ratification of Purchase Order No. 11432 and Purchase Order No. 11435 in the total aggregate amount of \$1,050.00 to National Survey Service, Inc.	APPROVAL	
Account Number: 01-60-7212.03			
<p>National Survey Service, Inc. is the surveying firm that prepared the 1992 plats of annexation and the 1999 plats of annexation and vacation for the DuPage Pumping Station Site. The various plats need to be brought current in order to meet storm water permitting requirements of the Metropolitan Water Reclamation District in connection with the on-going construction work at the DuPage Pumping Station as well as to enable the City of Elmhurst to proceed with vacating the various right-of-ways within the DuPage Pumping Station Site.</p> <p>Because the Commission has been satisfied with the services provided by National Survey Service, Inc. in the past, the selection procedures of the Local Government Professional Services Selection Act need not be followed, but Board approval is arguable required because survey work has seemingly been classified by state statute as a professional service.</p>			
MOTION: To ratify Purchase Order No. 11432 and Purchase Order No. 11435 in the total aggregate amount of \$1,050.00 to National Survey Service, Inc.			



DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

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

Purchase Order: 11432

Ordered By: BOSTICK CHRIS
Order Date: 04/29/2009
Due Date: 04/29/2009

Supplier: National Survey Service, Inc.
Address: 30 S. Michigan Ave.
Suite 200
Chicago, IL 60603-3212
Telephone: 312-630-9480
Fax No.: 312-630-9484
Contact: Michael D. Raimondi

Delivery Address: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total
1	01-60-7212.03		Property Surveying Services	1	EA	450.00	450.00
Total							450.00

Account

Total	450.00
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1. **ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **TERMINATION.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.
11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.



DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

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

Purchase Order: 11435

Ordered By: BOSTICK CHRIS
Order Date: 04/30/2009
Due Date: 04/30/2009

Supplier: National Survey Service, Inc.
Address: 30 S. Michigan Ave.
Suite 200
Chicago, IL 60603-3212
Telephone: 312-630-9480
Fax No.: 312-630-9484
Contact: Michael D. Raimondi

Delivery Address: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total
1	01-60-7212.03		Property Surveying Services	1	EA	600.00	600.00
Total							600.00


Account

Total	600.00
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1. **ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **TERMINATION.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.
11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATE: May 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	GIS
ITEM	Purchase Order No. 11446 in the amount of \$58,262.50 to Smart Solutions, Inc. (Document and Records Management Software)	APPROVAL	

Account Number: 01-60-6580

The FY 09/10 Management Budget includes \$30,000.00 for the purchase of document management software. However, the Commission recently retained a consultant to assist in the design and implementation of the document management system who recommended certain records management enhancements to the budgeted document management system. The recommended records management enhancements provide additional controls to ensure that the Commission's document retention policies are followed and automate document tracking and reporting functions, among other benefits. In addition, due to the Commission's recent upgrade of its web site using SharePoint, other enhancements to the budgeted document management system were required to enable the document management system to be accessed via the Web through SharePoint.

On April 21, 2009, in accordance with the purchasing procedures of the Commission's By-Laws, the Commission solicited sealed proposals from three known document management software vendors and posted a notice of the Request for Proposals on the Commission's internet website. Sealed bids were received until 1:00 p.m., local time, April 29, 2009, at which time all bids were publicly opened and read aloud.

In the Request for Proposals document, the Commission reserved the right to order any quantity of any one or more of the following described components. Of the two proposals received (see tabulation below), the proposal of Smart Solutions, Inc. was the most favorable to the interests of the Commission but exceeded the amount budgeted for the project. As a result, Board approval is required to proceed with the purchase.

DESCRIPTION (Includes Annual Maintenance except as noted)	APPROX. NO. UNITS	SMART SOLUTIONS, INC.	KENO KOZIE ASSOCIATES, LTD.
Autonomy - iManage WorkGroup Edition Server Including Communications Server (Up to 100 Users Max.)	1	\$21,420.00	\$21,600.00
Autonomy - iManage Desktop Client (FileSite & EMM)	37	\$19,813.50	\$19,943.00
Base Document Management System		\$41,233.50	\$41,543.00
Autonomy - iManage Web Components Server	1	\$3,213.00	\$3,240.00
WorkSite for SharePoint ASP.NET	37	\$5,944.05	\$9,943.00
Web Access via SharePoint		\$9,157.05	\$13,183.00

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	GIS																																
ITEM	Purchase Order No. 11446 in the amount of \$58,262.50 to Smart Solutions, Inc. (Document and Records Management Software)	APPROVAL																																	
<table> <tr> <th>DESCRIPTION (Includes Annual Maintenance except as noted)</th><th>APPROX. NO. UNITS</th><th>SMART SOLUTIONS, INC.</th><th>KENO KOZIE ASSOCIATES, LTD.</th></tr> <tr> <td>Autonomy - iManage WorkGroup Records Management Server</td><td>1</td><td>\$5,355.00</td><td>\$5,400.00</td></tr> <tr> <td>Autonomy - iManage Records Management Professional User</td><td>2</td><td>\$2,035.00</td><td>\$2,052.00</td></tr> <tr> <td>Autonomy - iManage Standard Records Management User</td><td>5</td><td>\$803.25</td><td>\$805.00</td></tr> <tr> <td>Motorola Scan Kit</td><td>1</td><td>\$2,300.00 (no maint. avail.)</td><td>\$2,714.00</td></tr> <tr> <td>Single Unit Barcode Scanning Client Software</td><td>1</td><td>\$429.00</td><td>\$472.00</td></tr> <tr> <td>Records Management</td><td></td><td>\$10,922.25</td><td>\$11,443.00</td></tr> <tr> <td colspan="2">TOTALS</td><td>\$61,312.80</td><td>\$66,169.00</td></tr> </table>				DESCRIPTION (Includes Annual Maintenance except as noted)	APPROX. NO. UNITS	SMART SOLUTIONS, INC.	KENO KOZIE ASSOCIATES, LTD.	Autonomy - iManage WorkGroup Records Management Server	1	\$5,355.00	\$5,400.00	Autonomy - iManage Records Management Professional User	2	\$2,035.00	\$2,052.00	Autonomy - iManage Standard Records Management User	5	\$803.25	\$805.00	Motorola Scan Kit	1	\$2,300.00 (no maint. avail.)	\$2,714.00	Single Unit Barcode Scanning Client Software	1	\$429.00	\$472.00	Records Management		\$10,922.25	\$11,443.00	TOTALS		\$61,312.80	\$66,169.00
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Records Management		\$10,922.25	\$11,443.00																																
TOTALS		\$61,312.80	\$66,169.00																																
<p>It is staff's recommendation that the Board approve Purchase Order No. 11446 to Smart Solutions in the amount of \$58,262.50, which amount includes only 3 of 5 standard records management users and does not include the Motorola Scan Kit or the Single Unit Barcode Scanning Client Software because barcode scan capabilities are not currently needed and the software may become obsolete in the interim.</p>																																			
<p>MOTION: To approve Purchase Order No. 11446 in the amount of \$58,262.50 to Smart Solutions, Inc.</p>																																			



DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

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

Purchase Order: 11446

Ordered By: NESBITT JENESSA
Order Date: 05/06/2009
Due Date: 05/06/2009

Supplier: Smart Solutions
Address: 23900 Mercantile Road
 Cleveland, OH 44122
Telephone: 216-765-1122 x 8310
Fax No.: 216-765-0548
Contact: David Cramer

Delivery Address: DuPage Water Commission
 600 East Butterfield Road
 Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total
1	01-60-6580		Autonomy iManage web component server annual maint	1	EA	513.00	513.00
2	01-60-6580		Autonomy iManage worksite for sharepoint annual maint	37	EA	25.65	949.05
3	01-60-6580		Autonomy iManage Workgroup server	1	EA	18,000.00	18,000.00
4	01-60-6580		Autonomy iManage desktop client	37	EA	450.00	16,650.00
5	01-60-6580		Autonomy iManage records management professional user	2	EA	855.00	1,710.00
6	01-60-6580		Autonomy iManage workgroup server annual maintenance	1	EA	3,420.00	3,420.00
7	01-60-6580		Autonomy iManage destop client annual maintenance	37	EA	85.50	3,163.50
8	01-60-6580		Autonomy iManage workgroup records management server annual maint	1	EA	855.00	855.00
9	01-60-6580		Autonomy iManage records management pro user annual maint	2	EA	162.50	325.00
10	01-60-6580		Autonomy iManage standard records management user annual maint	3	EA	25.65	76.95
11	01-60-6580		Autonomy iManage web component server	1	EA	2,700.00	2,700.00
12	01-60-6580		Autonomy iManage worksite for sharepoint	37	EA	135.00	4,995.00

1. **ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **TERMINATION.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.
11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.



DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

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

13	01-60-6580	Autonomy iManage workgroup records management server	1	EA	4,500.00	4,500.00
14	01-60-6580	Autonomy iManage standard records management user	3	EA	135.00	405.00

Total 58,262.50

Account

Total 58,262.50

Ship Via Best Way
Payment Terms Net 30
FOB Point Point of
Destination
Tax Exempt

1. **ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
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8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
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11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
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14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

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
=====						
01-1101		HOLLAND & KNIGHT LLP				
I-2363679		LEGAL SERVICES: FEB 2009	16,447.76			
4/30/2009	IL	DUE: 3/13/2009 DISC: 3/13/2009		1099: Y		
		LEGAL SERVICES: FEB 2009		01 60-6251	LEGAL SERVICES- GENERAL	16,447.76
I-2373357		LEGAL FEES: MAR. 2009	1,296.80			
4/22/2009	IL	DUE: 4/08/2009 DISC: 4/08/2009		1099: Y		
		LEGAL FEES: MAR. 2009		01 60-6251	LEGAL SERVICES- GENERAL	1,296.80
=== VENDOR TOTALS ===			17,744.56			
=== PACKET TOTALS ===			17,744.56			

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	17,744.56
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	17,744.56
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
					BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
	2008-2009	01 -60-6251	LEGAL SERVICES- GENERAL	17,744.56	90,000	42,546.34		
			** 2008-2009 YEAR TOTALS	17,744.56				

5/07/2009 10:47 AM

A/P Regular Open Item Register

PAGE: 3

PACKET: 01236 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FRM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	4/2009	17,744.56

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 4/01/2009 THRU 4/30/2009

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1294	ACCOUNTemps							
I-23535185	ACCOUNTemps - IVIN DREW	R	4/10/2009	1,949.22		005214		
I-23571466	ACCOUNTemps - IVIN DREW	R	4/10/2009	1,999.20		005214		3,948.42
1294	ACCOUNTemps							
I-23613525	ACCOUNTemps - IVIN DREW	R	4/24/2009	1,899.24		005277		
I-23640999	ACCOUNTemps - IVIN DREW	R	4/24/2009	1,999.20		005277		3,898.44
	*** VENDOR TOTALS ***					2 CHECKS		7,846.86
1632	ALDRIDGE ELECTRIC, INC.							
I-200903192060	QRE4/08 CONDUIT& CABLE REPAIR	R	4/10/2009	2,775.49		005275		2,775.49
	*** VENDOR TOTALS ***					1 CHECKS		2,775.49
1291	ALEXANDER CHEMICAL CORPORATION							
I-414002	SODIUM HYPOCHLORITE	R	4/24/2009	2,646.75		005278		2,646.75
	*** VENDOR TOTALS ***					1 CHECKS		2,646.75
1087	ALLIANCE WINDOW CLEANING INC.							
I-94299	WINDOW WASHING: APR. 2009	R	4/24/2009	464.00		005279		464.00
	*** VENDOR TOTALS ***					1 CHECKS		464.00
1459	ALPHA BUILDING MAINTENANCE SER							
I-9419 DWC	JANITORIAL SERVICE: 04/09	R	4/10/2009	1,484.00		005215		1,484.00
	*** VENDOR TOTALS ***					1 CHECKS		1,484.00
1516	ARAMARK REFRESHMENT SERVICES							
I-161530	COFFEE & SUPPLIES	R	4/10/2009	73.90		005216		
I-521741	COFFEE & SUPPLIES	R	4/10/2009	266.73		005216		340.63
	*** VENDOR TOTALS ***					1 CHECKS		340.63
1397	AT&T							
I-200903312089	DPSS PHONE SERV: 02/23-03/22	R	4/10/2009	439.48		005217		439.48
1397	AT&T							
I-200904172107	DPSS PHONE SERV-03/05/09-04-09	R	4/24/2009	21.65		005280		21.65
	*** VENDOR TOTALS ***					2 CHECKS		461.13
1393	AT&T LONG DISTANCE							
I-200904092100	DPSS LONG DIST. SERV.: 03/09	R	4/10/2009	82.33		005218		82.33
	*** VENDOR TOTALS ***					1 CHECKS		82.33
1637	AURELIO MELGOZA							
I-200904022091	WATER CERTIFICATE RENEWAL	R	4/10/2009	10.00		005219		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 4/01/2009 THRU 4/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1162	BEE CLEAN SPECIALTIES							
I-914299	CLEAN & REPLACE AIR FILTER	R	4/10/2009	65.00		005220		65.00
	*** VENDOR TOTALS ***					1 CHECKS		65.00
1334	BTU COMPANY, INC.							
I-88027	MAINTENANCE SUPPLIES	R	4/24/2009	592.02		005281		592.02
	*** VENDOR TOTALS ***					1 CHECKS		592.02
1461	BUSINESS CARD							
I-200904222115	CONF, ADMIN, GAS, IPASS	R	4/24/2009	2,011.87		005282		
I-200904242123	CONFERENCE	R	4/24/2009	1,604.26		005282		3,616.13
	*** VENDOR TOTALS ***					1 CHECKS		3,616.13
1049	CAMP DRESSER & MCKEE INC.							
I-80310696/46	PIPE LOOP TESTING 01/25-02/21	R	4/10/2009	3,008.76		005221		3,008.76
	*** VENDOR TOTALS ***					1 CHECKS		3,008.76
1023	CDW GOVERNMENT, INC.							
I-NSC1076	GAMBER VEHICLE BASE	R	4/24/2009	102.40		005283		102.40
	*** VENDOR TOTALS ***					1 CHECKS		102.40
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200904092099	LEX. PUMP STA. LABOR: 02/09	R	4/10/2009	28,718.59		005222		28,718.59
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200904232117	LEX. PUMP STA. LABOR: MAR 09	R	4/24/2009	36,479.05		005284		36,479.05
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200904232121	LEX. STA. ELECT.: 02/01-03/02	R	4/24/2009	103,048.50		005285		103,048.50
	*** VENDOR TOTALS ***					3 CHECKS		168,246.14
1153	CHICAGO SUBURBAN EXPRESS, INC.							
I-1486174	SHIPPING ON MAINT. SUPPLIES	R	4/10/2009	58.10		005223		58.10
	*** VENDOR TOTALS ***					1 CHECKS		58.10
1135	CITY OF CHICAGO SUPERINTENDENT							
I-200904032093	WATER BILLING: 03/01-03/31/09	R	4/10/2009	3,864,574.60		005224		3,864,574.60
	*** VENDOR TOTALS ***					1 CHECKS		3,864,574.60
1640	CLS GROUP, INC.							
I-13709	DOCUMENT MANAGEMENT	R	4/10/2009	13,752.50		005225		13,752.50
	*** VENDOR TOTALS ***					1 CHECKS		13,752.50

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 4/01/2009 THRU 4/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1454	COMMONWEALTH EDISON							
I-200904032092	FEEDER SWAP- PSD-7	R	4/10/2009	14,822.02		005213		14,822.02
	*** VENDOR TOTALS ***					1 CHECKS		14,822.02
1569	EDWARD COUGHLIN							
I-200904172110	SECURITY - 04/08/09	R	4/24/2009	125.00		005286		125.00
	*** VENDOR TOTALS ***					1 CHECKS		125.00
1444	EASTLAND INDUSTRIES, INC.							
I-42163	TROUBLESHOOT MOTOR #4	R	4/10/2009	973.60		005226		973.60
	*** VENDOR TOTALS ***					1 CHECKS		973.60
1567	ELMHURST FORD							
I-T46536	VEHICLE MAINTENANCE - M149226	R	4/24/2009	2,600.00		005287		2,600.00
	*** VENDOR TOTALS ***					1 CHECKS		2,600.00
1233	ELMHURST MEMORIAL HOSPITAL							
I-2C0904102103	EMPLOYEE TEST	R	4/10/2009	7,295.00		005227		7,295.00
1233	ELMHURST MEMORIAL HOSPITAL							
I-51526	EMPLOYEE DRUG SCREEN	R	4/24/2009	160.00		005288		
I-51623	EMPLOYEE TESTING	R	4/24/2009	50.00		005288		210.00
	*** VENDOR TOTALS ***					2 CHECKS		7,505.00
1097	ELMHURST PLAZA STANDARD INC.							
I-10038	GASOLINE	R	4/10/2009	61.27		005228		
I-10104	GASOLINE	R	4/10/2009	44.04		005228		
I-10323	GASOLINE	R	4/10/2009	37.46		005228		
I-11743	GASOLINE	R	4/10/2009	36.86		005228		
I-11754	GASOLINE	R	4/10/2009	28.02		005228		
I-11828	GASOLINE	R	4/10/2009	68.00		005228		
I-11904	GASOLINE	R	4/10/2009	36.00		005228		
I-11921	GASOLINE	R	4/10/2009	23.50		005228		
I-12654	GASOLINE	R	4/10/2009	38.67		005228		
I-12717	GASOLINE	R	4/10/2009	58.83		005228		
I-12796	GASOLINE	R	4/10/2009	23.89		005228		
I-12870	GASOLINE	R	4/10/2009	45.06		005228		
I-12884	GASOLINE	R	4/10/2009	56.94		005228		
I-13110-A	GASOLINE	R	4/10/2009	24.50		005228		
I-13148	GASOLINE	R	4/10/2009	29.75		005228		
I-13239	GASOLINE	R	4/10/2009	52.00		005228		
I-13552	GASOLINE	R	4/10/2009	69.34		005228		
I-13665	GASOLINE	R	4/10/2009	35.81		005228		
I-14007-A	GASOLINE	R	4/10/2009	31.73		005228		
I-14170	GASOLINE	R	4/10/2009	20.23		005228		
I-15157	GASOLINE	R	4/10/2009	19.05		005228		
I-15454	GASOLINE	R	4/10/2009	72.40		005228		
I-15494	GASOLINE	R	4/10/2009	28.10		005228		

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I-15774	GASOLINE	R	4/10/2009	37.00		005228		
I-15954	GASOLINE	R	4/10/2009	58.80		005228		
I-16090	GASOLINE	R	4/10/2009	62.00		005228		
I-16113	GASOLINE	R	4/10/2009	51.09		005228		
I-16570	GASOLINE	R	4/10/2009	31.90		005228		
I-17862	GASOLINE	R	4/10/2009	33.38		005228		
I-17865	GASOLINE	R	4/10/2009	58.27		005228		
I-18376	GASOLINE	R	4/10/2009	56.99		005228		
I-18589	GASOLINE	R	4/10/2009	74.67		005228		
I-18597	GASOLINE	R	4/10/2009	36.52		005228		1,442.07
1097	ELMHURST PLAZA STANDARD INC.							
I-10198	GASOLINE	R	4/24/2009	37.80		005289		
I-10264	GASOLINE	R	4/24/2009	39.86		005289		
I-11058	GASOLINE	R	4/24/2009	42.48		005289		
I-11544	GASOLINE	R	4/24/2009	33.07		005289		
I-11662	GASOLINE	R	4/24/2009	23.39		005289		
I-12478	GASOLINE	R	4/24/2009	44.05		005289		
I-13050	GASOLINE	R	4/24/2009	48.80		005289		
I-13507	GASOLINE	R	4/24/2009	52.00		005289		
I-13711	GASOLINE	R	4/24/2009	32.25		005289		
I-16451	GASOLINE	R	4/24/2009	50.00		005289		
I-16453	GASOLINE	R	4/24/2009	52.76		005289		
I-16481	GASOLINE	R	4/24/2009	22.84		005289		
I-16482	GASOLINE	R	4/24/2009	6.00		005289		
I-18641	GASOLINE	R	4/24/2009	35.30		005289		
I-18717	GASOLINE	R	4/24/2009	50.99		005289		
I-18787	GASOLINE	R	4/24/2009	60.00		005289		
I-18805	GASOLINE	R	4/24/2009	55.59		005289		
I-19082	GASOLINE	R	4/24/2009	62.48		005289		
I-19294	GASOLINE	R	4/24/2009	40.47		005289		
I-19614	GASOLINE	R	4/24/2009	28.18		005289		
I-19622-A	GASOLINE	R	4/24/2009	52.00		005289		
I-19651	GASOLINE	R	4/24/2009	25.33		005289		895.64
	*** VENDOR TOTALS ***					2 CHECKS		2,337.71
1446	EN ENGINEERING, LLC							
I-0024476	INDETERMN CORR ASSIST	R	4/24/2009	1,287.82		005290		
I-24477	CP DESIGN S. TR MAIN	R	4/24/2009	12,933.67		005290		14,221.49
	*** VENDOR TOTALS ***					1 CHECKS		14,221.49
1420	PASTENAL COMPANY							
I-ILELM3884	METER STATION MAINTENANCE	R	4/24/2009	21.08		005291		
I-ILELM3888	METER STATION MAINTENANCE	R	4/24/2009	4.26		005291		25.34
	*** VENDOR TOTALS ***					1 CHECKS		25.34

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1065	FEDEX							
I-9-134-10476	OVERNIGHT MAIL	R	4/10/2009	854.70		005230		854.70
	*** VENDOR TOTALS ***					1 CHECKS		854.70
1052	AJ GALLAGHER RISK MGMT SVCS PR							
I-424120	PUBLIC OFFICIALS BOND	R	4/24/2009	1,300.00		005292		
I-424132	COMMERCIAL AUTOMOBILE	R	4/24/2009	788.00		005292		2,088.00
	*** VENDOR TOTALS ***					1 CHECKS		2,088.00
1176	GE MDS LLC							
I-MDS 9069947	SCADA/INSTRUMENTATION	R	4/10/2009	935.00		005231		935.00
1176	GE MDS LLC							
I-92964	SCADA/INSTRUMENTATION	R	4/24/2009	480.00		005293		480.00
	*** VENDOR TOTALS ***					2 CHECKS		1,415.00
1055	GRAINGER							
I-9864171955	MAINTENANCE SUPPLIES	R	4/10/2009	41.40		005232		
I-9867375918	MAINTENANCE SUPPLIES	R	4/10/2009	272.08		005232		
I-9868258881	SUPPLIES	R	4/10/2009	182.10		005232		
I-9872398467	VEHICLE MAINTENANCE	R	4/10/2009	41.54		005232		
I-9872421558	VEHICLE MAINTENANCE	R	4/10/2009	53.64		005232		590.76
1055	GRAINGER							
I-9875696578	METER STATION MAINTENANCE	R	4/24/2009	146.08		005294		
I-9876738072	MAINTENANCE SUPPLIES	R	4/24/2009	268.92		005294		
I-9877167404	MAINTENANCE SUPPLIES	R	4/24/2009	54.45		005294		
I-9879673151	METER STATION MAINTENANCE	R	4/24/2009	252.53		005294		
I-9879673169	PRESSURE, FILTER	R	4/24/2009	16.22		005294		
I-9879982313	METER STATION MAINTENANCE	R	4/24/2009	372.60		005294		1,110.80
	*** VENDOR TOTALS ***					2 CHECKS		1,701.56
1634	THE GROUT MEDIC							
I-200904232122	MAINTENANCE	R	4/24/2009	880.00		005295		880.00
	*** VENDOR TOTALS ***					1 CHECKS		880.00
1625	HAGEMEYER							
I-YS-30695-11	MAINTENANCE SUPPLIES	R	4/10/2009	101.51		005233		101.51
	*** VENDOR TOTALS ***					1 CHECKS		101.51
1639	HEAT EXCHANGER							
I-80317	HEAT EXCHANGER FOR PUMPS	R	4/10/2009	6,011.19		005234		6,011.19

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1639	HEAT EXCHANGER							
I-90012	HEAT EXCHANGER FOR PUMPS	R	4/24/2009	3,182.20		005296		3,182.20
	*** VENDOR TOTALS ***					2 CHECKS		9,193.39
1050	HOME DEPOT CREDIT SERVICES							
I-200903122052	MAINTENANCE SUPPLIES	R	4/10/2009	154.87		005235		
I-2050426	MAINTENANCE SUPPLIES	R	4/10/2009	40.20		005235		
I-28230	MAINTENANCE SUPPLIES	R	4/10/2009	48.74		005235		
I-3024737	MAINTENANCE SUPPLIES	R	4/10/2009	217.99		005235		
I-3175291	MAINTENANCE SUPPLIES	R	4/10/2009	20.97		005235		
I-6037766	MAINTENANCE SUPPLIES	R	4/10/2009	419.61		005235		902.38
	*** VENDOR TOTALS ***					1 CHECKS		902.38
1225	IKON OFFICE SOLUTIONS							
I-1016879187	SHIPPING EXPENSE FOR SUPPLIES	R	4/10/2009	41.00		005236		
I-1017053735	OFFICE SUPPLIES	R	4/10/2009	254.00		005236		
I-5010982089	COPIER USAGE: 02/28-03/30/09	R	4/10/2009	649.19		005236		944.19
	*** VENDOR TOTALS ***					1 CHECKS		944.19
1201	ILLINOIS EPA							
I-200904082095	YEARLY IEPA SAMPLES	R	4/10/2009	1,041.80		005237		1,041.80
1201	ILLINOIS EPA							
I-200904102104	STORM WATER PERMIT	R	4/10/2009	500.00		005238		500.00
	*** VENDOR TOTALS ***					2 CHECKS		1,541.80
1053	ILLINOIS PUBLIC RISK FUND							
I-200904102101	WORKERS COMPENSATION INS.	R	4/10/2009	25,895.00		005239		25,895.00
1053	ILLINOIS PUBLIC RISK FUND							
I-200904212113	WORKERS COMPENSATION INS.	R	4/24/2009	8,785.00		005297		8,785.00
	*** VENDOR TOTALS ***					2 CHECKS		34,680.00
1443	ILLINOIS STATE POLICE - BUREAU							
I-200904102102	SECURITY BACKGROUND CHECKS	R	4/10/2009	500.00		005240		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
1152	INSIGHT PUBLIC SECTOR							
I-1100084469	3 NETWORK SERVERS	R	4/24/2009	15,802.02		005298		15,802.02
	*** VENDOR TOTALS ***					1 CHECKS		15,802.02
1614	JACQUES WHITFORD COMPANY INC.							
I-1044230.005	EHS AUDIT ASSESSMENT	R	4/10/2009	11,137.00		005241		11,137.00
	*** VENDOR TOTALS ***					1 CHECKS		11,137.00

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1198	JM PROCESS SYSTEMS, INC.							
I-32709 A	SCADA/INSTRUMENTATION	R	4/10/2009	823.00		005242		823.00
	*** VENDOR TOTALS ***					1 CHECKS		823.00
1032	JULIE, INC.							
I-03-09-0438	UTILITY LOCATES: MAR 2009	R	4/10/2009	3,971.00		005243		3,971.00
	*** VENDOR TOTALS ***					1 CHECKS		3,971.00
1196	KARA COMPANY, INC.							
I-249567	VERIZON DATA LINE GPS DATA	R	4/10/2009	60.70		005244		60.70
	*** VENDOR TOTALS ***					1 CHECKS		60.70
1235	LAB SAFETY SUPPLY, INC.							
I-1013219656	VEHICLE MAINTENANCE	R	4/24/2009	35.52		005299		35.52
	*** VENDOR TOTALS ***					1 CHECKS		35.52
1618	LIFT WORKS, INC.							
I-92597	20" CONTAINER RENTAL	R	4/24/2009	75.00		005300		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
1608	MARTAM CONSTRUCTION, INC.							
I-9009	QR8-009A REPAIR WTR MAIN	R	4/10/2009	11,934.61		005276		11,934.61
	*** VENDOR TOTALS ***					1 CHECKS		11,934.61
1054	MCMaster-CARR SUPPLY COMPANY							
I-25298062	MAINTENANCE SUPPLIES	R	4/10/2009	497.29	9.95CR	005245		487.34
1054	MCMaster-CARR SUPPLY COMPANY							
I-26425810	PUMPING OPERATIONS	R	4/24/2009	43.85		005301		
I-26557564	MAINTENANCE SUPPLIES	R	4/24/2009	159.66	3.19CR	005301		
I-26563741	PIPELINE OPERATIONS	R	4/24/2009	894.16	17.88CR	005301		1,076.60
	*** VENDOR TOTALS ***					2 CHECKS		1,563.94
1069	MEL'S ACE HARDWARE							
I-408894/4	MAINTENANCE SUPPLIES	R	4/10/2009	114.95		005246		
I-408948/4	MAINTENANCE SUPPLIES	R	4/10/2009	15.16		005246		
I-408954/4	MAINTENANCE SUPPLIES	R	4/10/2009	11.68		005246		
I-408976/4	MAINTENANCE SUPPLIES	R	4/10/2009	59.33		005246		
I-409008/4	MAINTENANCE SUPPLIES	R	4/10/2009	56.45		005246		
I-409017/4	MAINTENANCE SUPPLIES	R	4/10/2009	6.29		005246		
I-409043/4	VEHICLE MAINTENANCE	R	4/10/2009	7.27		005246		
I-409093/4	MAINTENANCE SUPPLIES	R	4/10/2009	13.48		005246		
I-409122/4	METER STATION MAINTENANCE	R	4/10/2009	24.73		005246		309.34
	*** VENDOR TOTALS ***					1 CHECKS		309.34

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1051	MENARDS - HILLSIDE							
I-280	MAINTENANCE SUPPLIES	R	4/10/2009	20.67		005247		
I-5546	MAINTENANCE SUPPLIES	R	4/10/2009	8.13		005247		
I-66620	MAINTENANCE SUPPLIES	R	4/10/2009	13.26		005247		
I-68446	MAINTENANCE SUPPLIES	R	4/10/2009	75.82		005247		
I-68462	MAINTENANCE SUPPLIES	R	4/10/2009	49.97		005247		
I-68571	MAINTENANCE SUPPLIES	R	4/10/2009	20.65		005247		
I-69706	MAINTENANCE SUPPLIES	R	4/10/2009	8.62		005247		
I-69713	MAINTENANCE SUPPLIES	R	4/10/2009	16.77		005247		
I-69841	MAINTENANCE SUPPLIES	R	4/10/2009	29.09		005247		
I-69846	MAINTENANCE SUPPLIES	R	4/10/2009	22.69		005247		265.67
	*** VENDOR TOTALS ***					1 CHECKS		265.67
1549	MESA PRODUCTS, INC.							
I-P200877	METER STATION MAINTENANCE	R	4/10/2009	66.00		005248		66.00
	*** VENDOR TOTALS ***					1 CHECKS		66.00
1074	MICRO CENTER							
I-1953039	COMPUTER SUPPLIES	R	4/10/2009	79.97		005249		79.97
1074	MICRO CENTER							
I-1964744	MAINTENANCE SUPPLIES	R	4/24/2009	56.96		005302		
I-1967539	COMPUTER SUPPLIES	R	4/24/2009	19.99		005302		76.95
	*** VENDOR TOTALS ***					2 CHECKS		156.92
1194	MK BATTERY							
I-IV296673	SEALED BATTERY	R	4/10/2009	42.40	0.42CR	005250		41.98
1194	MK BATTERY							
I-IV298334	SEALED BATTERY	R	4/24/2009	290.24		005303		290.24
	*** VENDOR TOTALS ***					2 CHECKS		332.22
1506	MOTOROLA							
I-13726919	MOBILE RADIO	R	4/10/2009	1,948.00		005251		
I-41130219	USER FEE - 7 MONTHS	R	4/10/2009	371.00		005251		2,319.00
	*** VENDOR TOTALS ***					1 CHECKS		2,319.00
1021	NAPERVILLE, CITY OF							
I-200903312087	METER STATION ELECTRIC SERVICE	R	4/10/2009	169.15		005252		
I-200903312088	METER STATION MAINTENANCE	R	4/10/2009	175.91		005252		345.06
1021	NAPERVILLE, CITY OF							
I-200904172108	METER STATION MAINTENANCE	R	4/24/2009	185.55		005304		
I-200904172109	METER STATION MAINTENANCE	R	4/24/2009	182.75		005304		
I-200904232119	METER STATION ELECTRIC SERVICE	R	4/24/2009	49.56		005304		
I-200904232120	METER STATION ELECTRIC SERVICE	R	4/24/2009	28.77		005304		446.63
	*** VENDOR TOTALS ***					2 CHECKS		791.69

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1641	NATIONAL NOTARY ASSOCIATION							
I-200904212114	TRAINING - NOTARY REGULATIONS	R	4/24/2009	198.00		005305		198.00
	*** VENDOR TOTALS ***					1 CHECKS		198.00
1060	NTG, INC.							
I-56896	DEFAULT CP GROUP GSM MESSAGES	R	4/10/2009	75.50		005253		75.50
	*** VENDOR TOTALS ***					1 CHECKS		75.50
1373	NEUCO INC.							
I-497040	MAINTENANCE SUPPLIES	R	4/10/2009	634.80		005254		634.80
	*** VENDOR TOTALS ***					1 CHECKS		634.80
1110	NEWARK							
I-17208621	MAINTENANCE	R	4/10/2009	819.32		005255		
I-17252670	METER TESTING AND REPAIRS	R	4/10/2009	56.87		005255		876.19
	*** VENDOR TOTALS ***					1 CHECKS		876.19
1020	NEXTEL COMMUNICATIONS							
I-648652511-086	CELL PHONE SERV: 03/09-04/08	R	4/24/2009	1,942.37		005306		1,942.37
	*** VENDOR TOTALS ***					1 CHECKS		1,942.37
1395	OFFICE DEPOT							
C-466904425-001	OFFICE SUPPLIES	R	4/10/2009	38.10CR		005256		
C-467977309-001	OFFICE SUPPLIES	R	4/10/2009	8.19CR		005256		
I-466791350-001	OFFICE SUPPLIES	R	4/10/2009	416.67		005256		
I-466904322-001	OFFICE SUPPLIES	R	4/10/2009	24.54		005256		
I-467759326-001	OFFICE SUPPLIES	R	4/10/2009	234.51		005256		
I-468958308-001	OFFICE SUPPLIES	R	4/10/2009	226.29		005256		855.72
1395	OFFICE DEPOT							
I-469376258-001	OFFICE SUPPLIES	R	4/24/2009	79.55		005307		
I-469859657-001	OFFICE SUPPLIES	R	4/24/2009	191.64		005307		
I-470545272-001	OFFICE SUPPLIES	R	4/24/2009	9.46		005307		280.65
	*** VENDOR TOTALS ***					2 CHECKS		1,136.37
1584	OFFICE MAX INCORPORATED							
I-241607	OFFICE SUPPLIES	R	4/10/2009	32.73		005257		
I-314966	OFFICE SUPPLIES	R	4/10/2009	134.90		005257		167.63
1584	OFFICE MAX INCORPORATED							
I-579557	OFFICE SUPPLIES	R	4/24/2009	377.71		005308		
I-605897	OFFICE SUPPLIES	R	4/24/2009	690.69		005308		1,068.40
	*** VENDOR TOTALS ***					2 CHECKS		1,236.03

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1081	PATRICK ENGINEERING INC.							
I-20806.003-11	GIS SUPPORT	R	4/24/2009	412.50		005309		412.50
	*** VENDOR TOTALS ***					1 CHECKS		412.50
1321	PERSPECTIVES, LTD.							
I-65503	EMPLOYEE ASSIST 04/09-06-09	R	4/10/2009	273.00		005258		273.00
	*** VENDOR TOTALS ***					1 CHECKS		273.00
1279	PETERS & ASSOCIATES							
I-36963	INSTALL WSS	R	4/10/2009	1,800.00		005259		1,800.00
1279	PETERS & ASSOCIATES							
I-INV0025974	BACKUP SERVER SUPPORT	R	4/24/2009	2,689.00		005310		2,689.00
	*** VENDOR TOTALS ***					2 CHECKS		4,489.00
1642	PORTER PIPE & SUPPLY CO.							
I-10357270-00	PUMPING OPERATIONS	R	4/24/2009	1,410.06		005311		1,410.06
	*** VENDOR TOTALS ***					1 CHECKS		1,410.06
1280	PRIMERA							
I-21827	COMPUTER ROOM HVAC UPGRAD	R	4/24/2009	366.87		005312		366.87
	*** VENDOR TOTALS ***					1 CHECKS		366.87
1600	PROGRESSIVE BUSINESS PUBLICATI							
I-04922342 -04/03/09	KEEP UP TO DATE ON PAYROLL	R	4/24/2009	230.00		005313		230.00
	*** VENDOR TOTALS ***					1 CHECKS		230.00
1115	PROSAFETY							
I-2/624280	METER STATION MAINTENANCE	R	4/24/2009	30.15		005314		30.15
	*** VENDOR TOTALS ***					1 CHECKS		30.15
1044	ROYAL GRAPHICS PRINTERS							
I-72029	BUSINESS CARDS: J NESBITT	R	4/10/2009	70.79		005260		70.79
	*** VENDOR TOTALS ***					1 CHECKS		70.79
1523	SAF-T-GARD INTERNATIONAL, INC.							
I-1443061-00	ELECTRICAL SAFETY GLOVE TEST	R	4/10/2009	30.05		005261		
I-1443063-00	ELECTRICAL SAFETY GLOVE TEST	R	4/10/2009	11.70		005261		41.75
	*** VENDOR TOTALS ***					1 CHECKS		41.75
1041	SEECO CONSULTANTS, INC.							
I-485	MATERIAL TESTING: PSD-7	R	4/24/2009	10,438.31		005315		10,438.31
	*** VENDOR TOTALS ***					1 CHECKS		10,438.31

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1458	TIMOTHY W. SHARPE							
I-200904022090	GASB 45 ACTUARIAL VALUATION	R	4/10/2009	1,500.00		005262		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
1263	SKARSHAUG TESTING LABORATORY,							
I-134104	ELECTRICAL GLOVE TESTING	R	4/10/2009	32.18		005263		
I-135261	ELECTRICAL GLOVE TESTING	R	4/10/2009	31.54		005263		63.72
	*** VENDOR TOTALS ***					1 CHECKS		63.72
1564	SKILLPATH SEMINARS							
I-1319861	BUSINESS WRITING SEMINAR	R	4/10/2009	31.90		005264		
I-200904102105	BUSINESS WRITING SEMINARS	R	4/10/2009	299.00		005264		330.90
	*** VENDOR TOTALS ***					1 CHECKS		330.90
1043	SOOPER LUBE							
I-153205	OIL CHANGE: M78556	R	4/10/2009	36.20		005265		
I-154101	VEHICLE MAINTENANCE: M127481	R	4/10/2009	32.45		005265		68.65
	*** VENDOR TOTALS ***					1 CHECKS		68.65
1635	SUB TRAILER SERVICE							
I-49389	VEHICLE MAINTENANCE: M153835	R	4/10/2009	245.90		005266		245.90
	*** VENDOR TOTALS ***					1 CHECKS		245.90
1084	TELSPAN							
I-200544	TELECONFERENCE CHARGES	R	4/10/2009	17.05		005267		17.05
	*** VENDOR TOTALS ***					1 CHECKS		17.05
1058	THYSSENKRUPP ELEVATOR CORP.							
I-911678	ELEVATOR MAINT. - 04/01-06/30	R	4/10/2009	747.18		005268		747.18
	*** VENDOR TOTALS ***					1 CHECKS		747.18
1125	TOTAL FIRE & SAFETY, INC.							
I-AR040309A	FIRE EXTINGUISHER W/BRACKET	R	4/24/2009	59.00		005316		59.00
	*** VENDOR TOTALS ***					1 CHECKS		59.00
1047	UNITED RADIO COMMUNICATIONS							
I-18307800	RADIO REPAIRS	R	4/10/2009	79.50		005269		79.50
1047	UNITED RADIO COMMUNICATIONS							
I-18350400	RADIO REPAIRS	R	4/24/2009	363.44		005317		
I-18350500	RADIO REPAIRS	R	4/24/2009	1,047.75		005317		1,411.19
	*** VENDOR TOTALS ***					2 CHECKS		1,490.69

VENDOR SET: 01 DuPage Water Commission
 BANK: IL ILLINOIS FUNDS
 DATE RANGE: 4/01/2009 THRU 4/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1128	US ELECTRIC LLC							
C-QRE2-003A-REV	REVERSE INVOICE NOT PAID	N	4/10/2009	2,145.63CR		000000		
I-QRE2-003A	INSTALL ELECT SERV - ROV 26A	N	4/10/2009	2,145.63		000000		
1404	VIKING AWARDS, INC.							
I-20687	BRASS PLATES	R	4/10/2009	662.53		005270		662.53
	*** VENDOR TOTALS ***					1 CHECKS		662.53
1062	WASTE MANAGEMENT							
I-2024966-2008-1	REFUSE DISPOSAL	R	4/10/2009	423.44		005271		423.44
	*** VENDOR TOTALS ***					1 CHECKS		423.44
1010	WEST							
I-818020188	WESTLAW - 03/01/09-03/31/09	R	4/10/2009	398.91		005272		398.91
	*** VENDOR TOTALS ***					1 CHECKS		398.91
1445	WESTCHESTER LOCK & KEY SERVICE							
I-1433	MAINTENANCE SUPPLIES	R	4/10/2009	294.00		005273		294.00
	*** VENDOR TOTALS ***					1 CHECKS		294.00
1412	WESTIN ENGINEERING, INC.							
I-32543	ASSET MGMT BEST PRACT. PHASE 5	R	4/10/2009	11,274.63		005274		11,274.63
	*** VENDOR TOTALS ***					1 CHECKS		11,274.63
1627	WILLIAMS BROTHERS CONSTRUCTION							
I-3	PSD-7/08: PARTIAL PAYMENT #3	R	4/02/2009	324,941.63		005212		324,941.63
	*** VENDOR TOTALS ***					1 CHECKS		324,941.63

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	105	4,583,563.08	31.44	4,583,594.52
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:	1	0.00	0.00	0.00

	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	106	4,583,563.08	0.00	4,583,563.08
BANK: IL	TOTALS:		106	4,583,563.08	31.44	4,583,594.52
REPORT TOTALS:			107	4,583,563.08	31.44	4,583,594.52

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: 4/01/2009 THRU 4/30/2009
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

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

VENDOR SET: 01 DuPage Water Commission

BANK: * ALL BANKS

DATE RANGE: 4/01/2009 THRU 4/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/10/2009			005229		

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
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	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	1	0.00	0.00	0.00
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BANK:	TOTALS:	1	0.00	0.00	0.00
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DU PAGE WATER COMMISSION

600 E. BUTTERFIELD ROAD • ELMHURST, IL • 60126-4642
(630) 834-0100 • FAX: (630) 834-0120

May 8, 2009

The Honorable A. George Pradel
Mayor
City of Naperville
400 South Eagle Street
Naperville, Illinois 60566-7020

Re: 75th Street Watermain Relocation

Dear Mayor Pradel:

Thank you for your letter of April 22, 2009, requesting that the above-referenced matter be placed upon the Commission's May Agenda for reconsideration.

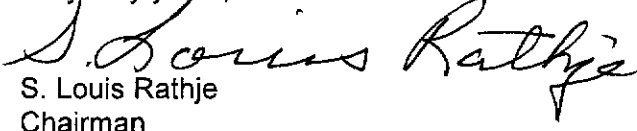
Before bringing the matter to a vote, the Commission thoroughly evaluated the request by the County of DuPage and the City of Naperville to supplement the cost of the relocation of the Commission's South Transmission Main at 75th Street and Washington Street.

The request was slated for discussion on at least seven Board agendas, and was discussed at length at three of them. Included in the Board's deliberations was extensive information provided by the Commission's staff as well as information provided directly by representatives of the City and the County regarding the project, its funding, and the request for the Commission to share in the cost of relocation. After being fully apprised in all of the particulars, including the results of the meeting at which you and I were in attendance, the motion to approve the request failed for lack of an approving special-majority (a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors) as required by the Commission's By-Laws and the Charter Customer Contract.

In light of the care the Commission took to comprehensively study the matter and exhaust informative discussion, there seems to be no reason to consider the matter again. Moreover, I am not aware that any Commissioner wishes to change his or her position. Finally, Section 8, Article VI of the Commission's By-Laws provides that Commission meetings are governed by Robert's Rules of Order, and, therefore, pursuant to Rule 36 (RONR 10th ed.), the appropriate time for a motion for reconsideration would have been before adjournment of the meeting at which the motion to be reconsidered was made (April 9, 2009).

Once again, I thank you for your comments and hope this resolves your concerns.

Very truly yours,


S. Louis Rathje
Chairman

cc: Commissioners
Robert L. Martin, P.E.



DuPage Water Commission

MEMORANDUM

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

FROM: Mike Weed *MW*
Operations Supervisor

DATE: May 4, 2009

SUBJECT: Standard and Emergency Operating Procedure - Bid Tabulation

The approved Management Budget for Fiscal Year 2009-2010 includes \$75,000 in account number 01-60-6280 for technical writing consultant services to assess and develop an implementation plan for documentation of standard and emergency operating procedures. Standard and emergency operating procedures improve organizational compliance with applicable laws, regulations, standards and best management practices; enhance coordination and reporting requirements with regulatory agencies; enhance employee training; provide benchmarks to evaluate operational performance; improve operational efficiency; provide greater accountability and reduce liability; and clarify job requirements and expectations.

Request for proposals were solicited by direct invitation to technical writing consulting firms, advertised in the Chicago Tribune and by posting on the Commission's internet website. In total, 10 consulting firms held the RFP. Sealed bids were received until 1:00 p.m., local time, April 13, 2009, at which time all bids were publicly opened and read aloud.

Three (3) proposals were received. When contacting the firms which were solicited directly but did not submit, they indicated that they did so for a variety of reasons, including a limited three week bid period did not allow sufficient time to develop a proposal, or the project scope was not within the consulting firms normal services provided or, a lack of support from within the consulting firm, or lack of understanding of the RFP.

Of the three (3) proposals received (see tabulation below), the proposal of Reed & Associates, Ltd. was the most favorable to the interests of the Commission and within budget.

Reed & Associates, Ltd.	Essential Data Corporation	Westin Engineering
\$30,910	\$95,200 - \$136,000	\$141,000

In accordance with the By-Laws, I am requesting that you award the Contract for technical writing consulting services to assess, design, and develop an implementation plan for documenting standard and emergency operating procedures to Reed & Associates, Ltd in the amount set forth in its proposal, and forward a copy of this Bid Tabulation to the Board.