



# DuPage Water Commission

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

## AGENDA

### DUPAGE WATER COMMISSION

THURSDAY, SEPTEMBER 15, 2011  
7:30 P.M.

600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126

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

**RECOMMENDED MOTION: To approve the Minutes of the August 18, 2011 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – August 2011  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To accept the August 2011 Treasurer's Report (Voice Vote).**

- VI. Committee Reports
  - A. Finance Committee
    1. Report of 9/15/11 Finance Committee
    2. Actions on Items Listed on 9/15/11 Finance Committee Agenda
  - B. Administration Committee
    1. Report of 9/15/11 Administration Committee
    2. Actions on Items Listed on 9/15/11 Administration Committee Agenda

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

**C. Engineering & Construction Committee**

1. Report of 9/15/11 Engineering & Construction Committee
2. Resolution No. R-39-11: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the September 15, 2011, DuPage Water Commission Meeting—**Test Point Survey Not-to-Exceed \$49,000.00; Close Interval Survey Not-to-Exceed \$48,000.00**

(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)

3. Resolution No. R-40-11: A Resolution Approving and Authorizing the Execution of a Contract for Consulting Services for Design and Construction of a Joint Connection Facility—**AECOM Technical Services, Inc. Commission Connection Facilities Not-to-Exceed \$48,420.00; County PAS Connection Facilities Not-to-Exceed \$47,920.00**

(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 item numbers 2 and 3 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**

4. Actions on Other Items Listed on 9/15/11 Engineering & Construction Committee Agenda

**VII. 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 \$5,109,367.52, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).**

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,309,315.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).**

**VIII. Chairman's Report****IX. Omnibus Vote Requiring Majority Vote****X. Omnibus Vote Requiring Super-Majority or Special Majority Vote****XI. Old Business****XII. New Business**

XIII. Executive Session

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

**RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).**

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY AUGUST 18, 2011  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:30 P.M.

Commissioners in attendance: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, P. Suess, J. B. Webb, and J. Zay

Commissioners Absent: J. Pruyn, D. Russo, F. Saverino, and M. Scheck

Also in attendance: N. Narducci, J. Spatz, M. Crowley, R. C. Bostick, T. McGhee, J. Schori, J. Nesbitt, M. Weed, E. Kazmierczak, F. Frelka, and N. Cavaliere and S. Lux of Baker Tilly.

**PUBLIC COMMENT**

None

**APPROVAL OF MINUTES**

Commissioner Furstenau moved to approve the Minutes of the July 21, 2011 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Crawford and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER REPORT**

Financial Consultant Cavaliere presented the July 2011 Treasurer's Report, consisting of five pages.

Financial Consultant Cavaliere highlighted the \$57.2MM of cash and investments reflected on page 1, which had increased \$2.9MM from the previous month due to customers' early payments. Financial Consultant Cavaliere also pointed out the schedule of investments on pages 2 and 3; the \$12.8MM decrease in cash and cash equivalents reflected in the summary statement of cash flows on page 4; and the \$6.4MM of unrestricted cash on hand as well as the \$5MM reduction in the Northern Trust debt reflected in the monthly cash operating report on page 5.

Commissioner Murphy moved to accept the July 2011 Treasurer's Report. Seconded by Commissioner Janc and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **COMMITTEE REPORTS**

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

Commissioner Suess reported that even though the Finance Committee did not have a quorum, the members present discussed the following Finance Committee Agenda items:

- Electric Supply Agreement
- Quarterly Budget Review
- 2011 Annual Audit Report

Commissioner Suess asked Sikich LLP representative, Louis Karrison, to present the 2011 Annual Audit Report. Mr. Karrison stated that his firm's professional opinion of the Commission's financial statements for the fiscal year ending April 30, 2011, was unqualified. He explained that the Commission's financial position at FYE2011 was fair and that the changes in financial position and cash flows for the year then ended were reflected in conformity with generally accepted accounting principles. Mr. Karrison added that it was his firm's professional opinion that the Commission's financial statements were free from material misstatement and that once the audit report was finalized, his firm's opinion letter would be printed on letterhead.

Mr. Karrison went on to highlight various aspects of the Management's Discussion and Analysis. Mr. Karrison specifically pointed out that the Commission's cash position increased \$12.1MM from FYE2010 and that its net assets were around \$323MM, all as reflected on MD&A page 2. He stated that the changes in net assets were \$1.057MM higher as reflected on MD&A page 4. Finally, Mr. Karrison explained that at the end of FYE2011, the Commission had \$142MM in outstanding bonded debt versus \$124MM at the end of the 2010 fiscal year as reflected on MD&A page 6.

Commissioner Suess then asked whether there were any questions about the audit from the Commissioners. Commissioner Furstenau questioned the 4% projected salary increases used by the Illinois Municipal Retirement Fund (IMRF) in determining required employer contributions as discussed on page 23, in the second paragraph, under the section titled Defined Benefit Pension Plan. Mr. Karrison explained that the IMRF established each participating employer's required contribution rate based upon IMRF's own independent actuarial analysis and that the Commission had met the required contribution amount but was not fully funded. Manager of Water Operations McGhee added that the 4% salary increase was an IMRF projection only and that the Commission did not have to follow that projection. The discussion concluded with Mr. Karrison noting that the IMRF projection was state-wide and not local.

There being no further questions on the audit, and noting the need to ratify action taken at the last meeting, Commissioner Suess moved to suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to enter into an electric power supply agreement that commences upon the expiration of the

Minutes of the 8/18/11 Meeting

Commission's current supply agreement, subject to negotiation of acceptable terms, better than current pricing, and a length of service not to exceed 24 months. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: J. Pruyn, D. Russo, F. Saverino, and M. Scheck

Commissioner Suess moved to accept the draft audit report for the fiscal year ending April 30, 2011, to direct the auditors to print the final report, and to direct staff to distribute the FY2011 audit report to the Commission's customers and other interested parties. Seconded by Commissioner Murphy and approved by a Voice Vote.

All voted aye. Motion carried.

**Administration Committee – Reported by Commissioner Crawford**

Commissioner Crawford reported that the Administration Committee continued its discussion regarding the possibility of going paperless for future Board meetings, noting that staff will continue to send Federal Express packages for Board materials until directed otherwise. She added that for the next Board meeting, staff will also be e-mailing hyperlinks to bookmarked meeting materials located on the Commission's public website (with PDF attachments of any confidential materials) and that Commissioners could opt out of receiving paper materials. Commissioner Crawford concluded her report by noting that staff is in the process of reviewing the Commission By-Laws for recommended changes.

**Engineering & Construction Committee – Reported by Commissioner Loftus**

Commissioner Loftus reported that even though the Engineering & Construction Committee did not have a quorum, the members present discussed the items on the Engineering & Construction Committee Agenda.

Commissioner Loftus moved to combine and adopt item numbers 2 through 6 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Murphy and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: J. Pruyn, D. Russo, F. Saverino, and M. Scheck

**ACCOUNTS PAYABLE**

Commissioner Suess moved to combine and approve the Accounts Payable in the amounts of \$6,148,267.59 and \$893,600.00, subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Murphy and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: J. Pruyn, D. Russo, F. Saverino, and M. Scheck

**CHAIRMAN'S REPORT**

Chairman Zay stated that there were rumors about the City of Chicago increasing water rates this coming January 1. Chairman Zay added that he believes the Commission needs to raise its water rates at the same time and that he would like to open the topic for discussion.

Commissioner Cullerton commented that he thought that the Commission's May 1, 2011, 10% rate increase was approved partly in anticipation of the City's rate increase and partly due to other considerations. Chairman Zay responded that the Commission was losing money because it is still selling water for less than it costs the Commission to buy it from the City after water losses. Commissioner Cullerton reiterated his belief that part of the last Commission rate increase was intended to cover a portion of the City's future rate increase and was probably reflected in the minutes from that meeting. Commissioner Janc shared his recollection that the May 1, 2011, 10% rate increase was intended to cover operating expenses, the future loss of tax receipts, as well as to absorb a portion of any Chicago rate increase.

Commissioner Furstenau reminded the Commissioners that there was going to be a need for a number of rate increases before 2016 because the Commission's sales tax authority would be eliminated at that time. He added that the Commission needed to raise rates every time the City did and that the municipalities should be provided with a 30 day written notice prior to any water rate increase.

Commissioner Suess suggested extending a one-time courtesy to Commission customers and forego raising the Commission's water rate until May 1, 2012, because the fiscal year of most of the Commission's customers starts then, while at the same time clearly advising them that, in the future, the Commission would be raising its water rates as and when the City raised City water rates. Commissioner Furstenau added that customers also need to be reminded that the Commission needs to pay down its debt as well as replace the loss of approximately \$30MM in annual sales tax revenue in 2016.

## Minutes of the 8/18/11 Meeting

Chairman Zay stated that delaying rate increases just delays the Commission's ability to reduce its debt. Chairman Zay added that he would rather have the increase effective January 1, while consumption is at a low, instead of May 1. In response, Commissioner Suess reiterated his suggestion for a one-time one to five month delay (depending upon when Chicago next raises its rates), that could be accounted for in the Commission's next regularly scheduled May 1, 2012 rate increase.

Chairman Zay asked Staff Attorney Crowley how much time the Commission had to notify customers about rate increases. Staff Attorney Crowley responded that the Commission must give at least 21 days advance notice to customers.

Chairman Zay noted that the last rate increase from the City was under a three-year plan of 15, 15, and 14 percent increases and, therefore, requested that the Commission discuss a five-year rate plan once the City makes a decision on their upcoming rate increase. General Manager Spatz advised that he would inform the Commissioners of the City's plans as soon as staff learns what they were.

Commissioner Furstenau asked General Manager Spatz when a City rate increase would become effective. General Manager Spatz stated that it varied in the past but rate increases were generally effective around the fiscal year. General Manager Spatz added that in late September or early October the Commission should have a good understanding of the City's plans in relation to rate increases and that by the end of October, the Commission should know if it will be a multi-year increase.

### **OMNIBUS VOTE REQUIRING MAJORITY VOTE**

None

### **OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE**

None

### **NEW BUSINESS**

Chairman Zay asked if it was possible for the IT department to create Commission e-mail addresses for Commissioners so that the links for the Board materials could be sent to those e-mail addresses.

General Manager Spatz questioned whether Commissioner e-mail addresses would raise Open Meeting Act concerns. Staff Attorney Crowley responded that Open Meeting Act concerns would be the same regardless of whether Commissioners used their personal e-mail accounts or Commission e-mail accounts to communicate with each other. Staff Attorney Crowley also recollected that Commissioners previously requested, and were given, e-mail addresses with the @dpwc.org extension. Commissioner Murphy agreed, stating that he had used his @dpwc.org e-mail address in the past. Chairman Zay asked if staff could send the Commissioners information about utilizing their @dpwc.org e-mail addresses.



## Minutes of the 8/18/11 Meeting

Commissioner Cullerton revisited the topic of the Commission's sales tax and inquired if it was possible to ask for the Village Managers' thoughts on keeping the Commission's sales tax. He added that while the Chambers of Commerce may not want to keep the Commission's sales tax, the Villages may desire otherwise, especially if the alternative is significant water rate increases. Chairman Zay stated that this might be something that the DuPage Mayors and Managers Conference could look into and that the Commission should remain neutral. Commissioner Murphy agreed that the DuPage Mayors and Managers Conference could play a role in the discussion but that the Commission's Finance or Administration Committee should also consider the topic because Commission customers may have goals and desires different from the Commission.

Commissioner Furstenau stated that he understood everyone's view but that he suspected the County would not permit the Commission to retain its sales tax authority and that most home rule communities would simply increase their own sales tax rate to offset water rate increases accordingly. Commissioner Cullerton responded that it was the non-home rule communities who would be most in need of the rate relief that keeping the Commission's sales tax would bring. Commissioner Furstenau replied that there would be winners and losers once the matter came to a close, and Chairman Zay noted that the Commission needed to plan on what would happen either way.

### **OLD BUSINESS**

Chairman Zay reported that he had received a letter from the Village of Westchester requesting payment or a meeting regarding pavement settlement allegedly caused by the installation of the Commission's 72-inch water main. Chairman Zay also reported that General Manager Spatz and he were going to meet with the Village to determine see if there was any new information available on the matter, and Commissioner Furstenau reminded everyone that the last time the matter was discussed, the Village was directed to produce engineering support for its position that the installation of the Commission's main more than 20 years ago had been the cause of the pavement settlement. Chairman Zay stated that the amount of payment requested was around \$200,000-\$300,000.

At which point, General Manager Spatz reported that Downers Grove had made full payment to the Commission, and Naperville had received their check from the Commission.

### **EXECUTIVE SESSION**

None

Commissioner Murphy moved to adjourn the meeting at 8:05 P.M. Seconded by Commissioner Furstenau and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/2011/Rcm110818.docx

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 SUMMARY OF CASH AND INVESTMENTS  
 August 31, 2011

FUNDS CONSIST OF:	August 31, 2011	July 31, 2011	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT MB FINANCIAL LOCK BOX	1,000.00	346,393.47	(345,393.47)
CASH AT HARRIS BANK	302,612.80	201,601.03	101,011.77
<b>TOTAL CASH</b>	<b>304,412.80</b>	<b>548,794.50</b>	<b>(244,381.70)</b>
ILLINOIS FUNDS MONEY MARKET	52,859,142.30	53,104,237.67	(245,095.37)
GOVERNMENT MONEY MARKET FUNDS	797.56	1,168.18	(370.62)
U. S. TREASURY INVESTMENTS	4,753,780.35	3,566,174.26	1,187,606.09
U. S. AGENCY INVESTMENTS	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>57,613,720.21</b>	<b>56,671,580.11</b>	<b>942,140.10</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>57,918,133.01</b>	<b>57,220,374.61</b>	<b>697,758.40</b>
	August 31, 2011	July 31, 2011	% CHANGE
ILLINOIS FUNDS MONEY MARKET	91.7%	93.7%	-0.5%
GOVERNMENT MONEY MARKET FUNDS	0.0%	0.0%	N/A
U. S. TREASURY INVESTMENTS	8.3%	6.3%	33.3%
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
<b>TOTAL CASH AND INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>1.7%</b>

Note 1 - Investments are carried at purchase price and are not adjusted for current market value.

DU PAGE WATER COMMISSION  
INVESTMENTS  
(Unaudited)  
August 31, 2011

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	APPROX. MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/11
<b>Illinois Funds Disbursing Account (01-1201)</b>									
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ -	\$ -	\$ -	\$ -	\$ -
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Water Fund Depository Accounts (01-1210)</b>									
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ -	\$ -	\$ -	\$ -	\$ -
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Water Fund Oper. &amp; Maint. Acct. (01-1211)</b>									
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ 12,541,605.43	\$ 12,541,605.43	\$ -	\$ 12,541,605.43	\$ -
				0.037%	\$ 12,541,605.43	\$ 12,541,605.43	\$ -	\$ 12,541,605.43	\$ -
<b>Revenue Bond Interest Account (01-1212)</b>									
JP Morgan US Treasury Plus	0.000%	08/31/11	09/01/11	0.000%	\$ 235.18	\$ 235.18	\$ -	\$ 235.18	\$ -
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	05/23/11	10/31/11	0.996%	\$ 265,000.00	\$ 265,415.74	\$ (681.53)	\$ 266,097.27	883.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	06/23/11	10/31/11	0.997%	\$ 265,000.00	\$ 265,427.44	\$ (483.50)	\$ 265,910.94	883.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	07/19/11	10/31/11	0.997%	\$ 265,000.00	\$ 265,431.08	\$ (303.88)	\$ 265,734.96	883.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	08/18/11	10/31/11	0.998%	\$ 266,000.00	\$ 266,436.83	\$ (93.09)	\$ 266,529.92	886.67
				0.997%	\$ 1,061,235.18	\$ 1,062,946.27	\$ (1,562.00)	\$ 1,064,508.27	\$ 3,536.66
<b>Revenue Bond Principal (01-1213)</b>									
JP Morgan US Treasury Plus	0.000%	08/31/11	09/01/11	0.000%	\$ 541.82	\$ 541.82	\$ -	\$ 541.82	\$ -
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	05/23/11	04/30/12	0.992%	\$ 916,000.00	\$ 921,095.23	\$ (2,096.80)	\$ 923,192.03	3,053.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	06/23/11	04/30/12	0.993%	\$ 916,000.00	\$ 921,350.67	\$ (1,519.33)	\$ 922,870.00	3,053.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	07/19/11	04/30/12	0.993%	\$ 916,000.00	\$ 921,411.47	\$ (957.59)	\$ 922,369.06	3,053.33
U. S. Treas. Notes (Bank of New York Mellon Trust	1.000%	08/18/11	04/30/12	0.993%	\$ 915,000.00	\$ 920,767.61	\$ (308.56)	\$ 921,076.17	3,050.00
				0.993%	\$ 3,663,541.82	\$ 3,685,166.80	\$ (4,882.28)	\$ 3,690,049.08	\$ 12,209.99
<b>Revenue Bond Debt Svc. Reserve (01-1214)</b>									
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Water Fund Oper. &amp; Maint. Res. (01-1215)</b>									
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ 12,366,223.58	\$ 12,366,223.58	\$ -	\$ 12,366,223.58	\$ -
PNC Institution Investments	0.000%	08/31/11	09/01/11	0.000%	\$ 12.33	\$ 12.33	\$ -	\$ 12.33	\$ -
				0.037%	\$ 12,366,235.91	\$ 12,366,235.91	\$ -	\$ 12,366,235.91	\$ -

DU PAGE WATER COMMISSION  
 INVESTMENTS  
 (Unaudited)  
 August 31, 2011

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 08/31/11	
<b>Water Fund Depreciation Account (01-1216)</b>										
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ 5,525,250.73	\$ 5,525,250.73	\$ -	\$ 5,525,250.73	\$ -	
				0.037%	\$ 5,525,250.73	\$ 5,525,250.73	\$ -	\$ 5,525,250.73	\$ -	
<b>Water Fund General Account (01-1217)</b>										
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ 13,513,287.06	\$ 13,513,287.06	\$ -	\$ 13,513,287.06	\$ -	
				PNC Institution Investments	0.000%	8.23	8.23	-	8.23	-
					0.037%	\$ 13,513,295.29	\$ 13,513,295.29	\$ -	\$ 13,513,295.29	\$ -
<b>NTB Taxable Bond Proceeds (01-1222)</b>										
Illinois Funds-Money Market	0.037%	05/17/10	05/18/10	0.037%	\$ -	\$ -	\$ -	\$ -	\$ -	
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Sales Tax Funds (01-1230)</b>										
Illinois Funds-Money Market	0.037%	08/31/11	09/01/11	0.037%	\$ 8,912,775.50	\$ 8,912,775.50	\$ -	\$ 8,912,775.50	\$ -	
				0.037%	\$ 8,912,775.50	\$ 8,912,775.50	\$ -	\$ 8,912,775.50	\$ -	
<b>2001 G. O. Bonds Debt Service (01-1243)</b>										
FAMGOFIC Money Market	0.000%	08/31/11	09/01/11	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -	
				N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL ALL FUNDS</b>				<b>0.116%</b>	<b>\$ 57,583,939.86</b>	<b>\$ 57,607,275.93</b>	<b>\$ (6,444.28)</b>	<b>\$ 57,613,720.21</b>	<b>\$ 15,746.65</b>	
August 31, 2011				<b>90 DAY US TREASURY YIELD</b>	<b>0.100%</b>					

DUPAGE WATER COMMISSION  
ELMHURST, ILLINOIS  
TREASURER'S REPORT  
STATEMENT OF CASH FLOWS  
For the Period from May 1 to August 31, 2011

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CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 20,609,749
Cash payments to suppliers	(20,484,813)
Cash payments to employees	<u>(747,752)</u>
Net cash from operating activities	(622,816)

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	10,023,938
Cash Received from water quality loans	4,363,000
Cash payments for intergovernmental expenses	<u>(54,850)</u>
Net cash from noncapital financing activities	14,332,088

CASH FLOWS FROM CAPITAL AND  
RELATED FINANCING ACTIVITIES

Interest paid	(2,238,718)
Principal Paid	(23,565,000)
Construction and purchase of capital assets	<u>(270,648)</u>
Net cash from capital and related financing activities	(26,074,366)

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on investments	<u>271,741</u>
Net cash from investing activities	271,741

Net Increase (Decrease) in cash and cash equivalents (12,093,353)

CASH AND INVESTMENTS, MAY 1 70,005,042

CASH AND INVESTMENTS, August 31 \$ 57,911,689

August 31, 2011  
 TREASURER'S REPORT  
 DPWC MONTHLY CASH/OPERATING REPORT

	TARGETED Reserve/Cash Amount-Needed	6/30/2011		7/31/2011		8/31/2011	
		Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement
TABLE 1	A	D	E	F	G	F	G
<b>RESERVE ANALYSIS</b>							
A. Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 21,263,468	\$ 8,263,468	\$ 21,805,429	\$ 8,805,429	\$ 21,777,187	\$ 8,777,187
B. Current Construction Obligations-April 30, 2011 Carry Over	\$ 2,755,977	\$ -	\$ (2,755,977)	\$ -	\$ (2,755,977)	\$ -	\$ (2,755,977)
C. Depreciation Reserve - Revenue Bond	\$ 5,525,000	\$ 5,175,000	\$ -	\$ 5,350,103	\$ 103	\$ 5,525,251	\$ 251
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 12,846,018	\$ 12,459,822	\$ -	\$ 13,482,744	\$ -	\$ 12,846,018	\$ -
E. O+M Reserve (Two Month's Operating at est. \$6.2M/Mo.) - Revenue Bond	\$ 12,365,233	\$ 12,365,648	\$ 416	\$ 12,365,893	\$ 661	\$ 12,366,236	\$ 1,003
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 46,492,228</b>	<b>\$ 51,263,939</b>	<b>\$ 5,507,906</b>	<b>\$ 53,004,169</b>	<b>\$ 6,050,215</b>	<b>\$ 52,514,692</b>	<b>\$ 6,022,464</b>

TABLE 2  
 OTHER CASH

F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M)	\$ 14,289,188	\$ 2,379,124	\$ 3,567,322	\$ 4,754,557
H. Customer Construction Escrows	\$ 648,884	\$ 648,884	\$ 648,884	\$ 648,884
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 14,938,071</b>	<b>\$ 3,028,008</b>	<b>\$ 4,216,206</b>	<b>\$ 5,403,441</b>
<b>TOTAL MONTH END FUNDS CASH BALANCE-Table1+2</b>		<b>\$ 54,291,946</b>	<b>\$ 57,220,375</b>	<b>\$ 57,918,133</b>

TABLE 3--DEBT

I. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 61,465,000	\$ 61,465,000	\$ 61,465,000
J. WEST SUBURBAN BANK-OUTSTANDING BALANCE DUE DEC-2015	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000
K. NORTHERN TRUST BANK-NEXT PAYMENT OF \$5M DUE MAY-2013	\$ 40,000,000	\$ 35,000,000	\$ 35,000,000

Outstanding  
Balance  
6/30/2011

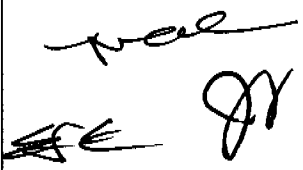
Outstanding  
Balance  
7/31/2011

Outstanding  
Balance  
7/31/2011

Note 1: The O&M Account requirement varies from month to month. The cash balance for F operating budget (\$6,182,616) plus an amount equal to the unpaid bills at the end of any month.

DATE: September 7, 2011

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the September 15, 2011, DuPage Water Commission Meeting  Resolution No. R-39-11	<b>APPROVAL</b>	
Account No.: 01-60-6632			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-39-11 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 21: Corrosion Control Monitoring Program—Test Point Survey</b></p> <p>Task Order No. 21 would authorize the consultant to perform a test point survey on 71 miles of pipe which represents approximately 33% of the pipeline distribution system. The survey work will include 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 provided to the Commission for review and will include, among other things, an evaluation of the data obtained and recommendations for future testing and/or mitigation. In order to monitor corrosion trends and activity, it is recommended that a test point survey be conducted on a yearly basis, alternating between various sections of the distribution system.</p> <p>The not to exceed cost for this Task Order is \$49,000.00 and includes testing and reporting services for one cycle of testing on approximately one-third of the distribution system.</p> <p><b>Task Order No. 22: Corrosion Control Monitoring Program—Close Interval Survey</b></p> <p>Task Order No. 22 would authorize the consultant to perform a close interval survey on 19 miles of pipe which represents approximately 10% of the available pipeline distribution system. A close interval survey is performed by measuring the electrical potential between the pipe and the soil directly over the pipe. As a consequence, only pipe that is located outside of paved surfaces is available for testing.</p>			

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the September 15, 2011, DuPage Water Commission Meeting</p> <p>Resolution No. R-39-11</p>	<b>APPROVAL</b>	
<p>The close interval survey work will include gathering pipe to soil readings at 3-foot intervals along the length of the main to be tested. A report summarizing the results of the data will be provided to the Commission for review and will include, among other things, an evaluation of the data obtained and recommendations for future testing and/or mitigation. In order to monitor corrosion trends and activity, it is recommended that an additional 10% of available distribution system pipe be tested in the next fiscal year, and so on, until the entire available distribution system has been tested. This cycle of testing is recommended to continue to provide for a test point survey of 10% of the available distribution system every 10 years.</p> <p>The not to exceed cost for this Task Order is \$48,000.00 and includes testing and reporting services for one cycle of testing on approximately 10% of the available distribution system pipe.</p>			
<b>MOTION:</b> To adopt Resolution No. R-39-11.			



## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-39-11

**A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS  
UNDER A MASTER CONTRACT WITH EN ENGINEERING, LLC AT THE  
SEPTEMBER 15, 2011, 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 the Consultant, that the circumstances said to necessitate the Task Orders were

Resolution No. R-39-11

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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**

## TASK ORDER NO. 21

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. Perform a test point survey at the following unprotected and cathodically protected line segments, including pipe-to-soil readings, casing-to-soil readings, anode current readings, and electrical isolation testing:

**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 = 4,438 feet)**

- FNW-2/89, MS-1B (4,438 feet)

**Concrete Unprotected Lines (Total footage = 199,599 feet)**

- TN-1/88 (67,747 feet)
- MS-2, MS-2A (408 feet)
- FN-2/89, MS-25C (2,173 feet)
- MS-2, MS-18A (78 feet)
- FNW-2/89, MS-1D (14,666 feet)
- FNW-2/89, MS-1B (8,236 feet)
- FNW-2/89 S Grace (324 feet)
- FNW-2/89, MS-14D (9,907 feet)

- FOB-2/89, MS-3A (14,371 feet)
- FOB-2/89, MS-11B (4,314 feet)
- TNW-1/88 (62,263 feet)
- FNW-2/89, MS-10A (1,872 feet)
- MS-2, MS-19B (109 feet)
- FNW-2/89, MS-14A (6,136 feet)
- FNW-2/89, MS-26A (435 feet)
- FOB-2/89, MS-4A (3,329 feet)
- FOB-2/89, MS-4B (2,956 feet)
- MS-9/95, MS-27A (222 feet)
- MS-2, MS-1A (53 feet)

Ductile Iron Unprotected Lines (Total footage = 65,762 feet)

- FN-2/89, MS-10B (2,473 feet)
- FN-2/89, MS-10C (5,620 feet)
- FN-2/89, MS-23A (7,114 feet)
- FN-2/89, MS-25A (1,054 feet)
- FN-2/89, MS-23B (2,363 feet)
- MS-2, MS-18B (498 feet)
- FN-2/89 (22,286 feet)
- FN-2/89, MS-1E (6,069 feet)
- FN-2/89, MS-1C (1,398 feet)
- FOB E-87, MS-18C (4,818 feet)
- FOB-2/89, MS-3B (1,651 feet)
- FOB E-87, MS-11A (1,250 feet)

- MS-2, MS-11C (2,394 feet)
- FNW-2/89, MS-19C (5,213 feet)
- FNW-2/89, MS-14C (1,561 feet)

Total Footage of all lines = 378,795 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 data obtained, and recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date:**

September 16, 2011

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 Sparbanie

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 **\$49,000.00** 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 September 16, 2011.

DUPAGE WATER COMMISSION

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

John F. Spatz, Jr.  
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](mailto:kazmierczak@dpwc.org)

Phone: (630) 834-0100

Fax: (630) 834-0120



EN ENGINEERING, LLC

By: \_\_\_\_\_  
Joe 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. 22

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

TE-3/94 (72") (49,011 feet)

FSW-1/89, MS-16A (6,944 feet)

FS B-86, MS-6A (132 feet)

FS-2/89, MS-12A (5,884 feet)

FS B-86, MS-16B (342 feet)

FS B-86, MS-20A (450 feet)

FS B-86, MS-6B (955 feet)

MS-6/94, MS-5E1 (1,770 feet)

MS-6/94, MS-5E2 (1,015 feet)

FSW-1/89, MS-14A (4,597 feet)

FSW-1/89 1 (30,287 feet)

Total Footage for CIS = 101,387 feet

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, evaluation of data obtained, and recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date:**

September 16, 2011

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:

Jenny Hudson

630.353.4034

Kristi Sparbanie

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 **\$48,000.00** 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 September 16, 2011.

DUPAGE WATER COMMISSION

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

John F. Spatz, Jr.  
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](mailto:kazmierczak@dpwc.org)

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By:

\_\_\_\_\_  
Frank Andrejasich, P.E.  
Vice-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

## **Project Background**

The DuPage Water Commission (DWC) is interested in having a third-party perform a corrosion control test point survey on their water transmission mains. This is year 3 of a three year program. DWC tests approximately 1/3 of their system each year.

## **Project Scope**

EN Engineering (ENE) proposes the following execution plan:

1. DWC will provide relevant data to include pipeline maps / as-built drawings.
  - a. ENE may have additional questions for DWC subject matter experts.
2. ENE will obtain readings on the following line segments:
  - a. Steel Protected Lines (Total footage = 108,996 feet)
    - TW-2 (49,497 feet)
    - TIB 1/03 (10,488 feet)
    - 72-inch (49,011 feet)
  - b. Steel Unprotected Lines (Total footage = 4,438 feet)
    - FNW-2/89, MS-1B (4,438 feet)
  - c. Concrete Unprotected Lines (Total footage = 199,599 feet)
    - TN-1/88 (67,747 feet)
    - MS-2, MS-2A (408 feet)
    - FN-2/89, MS-25C (2,173 feet)
    - MS-2, MS-18A (78 feet)
    - FNW-2/89, MS-1D (14,666 feet)
    - FNW-2/89, MS-1B (8,236 feet)
    - FNW-2/89 S Grace (324 feet)
    - FNW-2/89, MS-14D (9,907 feet)
    - FOB-2/89, MS-3A (14,371 feet)
    - FOB-2/89, MS-11B (4,314 feet)
    - TNW-1/88 (62,263 feet)
    - FNW-2/89, MS-10A (1,872 feet)
    - MS-2, MS-19B (109 feet)
    - FNW-2/89, MS-14A (6,136 feet)
    - FNW-2/89, MS-26A (435 feet)
    - FOB-2/89, MS-4A (3,329 feet)
    - FOB-2/89, MS-4B (2,956 feet)
    - MS-9/95, MS-27A (222 feet)
    - MS-2, MS-1A (53 feet)
  - d. Ductile Iron Unprotected Lines (Total footage = 65,762 feet)

- FN-2/89, MS-10B (2,473 feet)
  - FN-2/89, MS-10C (5,620 feet)
  - FN-2/89, MS-23A (7,114 feet)
  - FN-2/89, MS-25A (1,054 feet)
  - FN-2/89, MS-23B (2,363 feet)
  - MS-2, MS-18B (498 feet)
  - FN-2/89 (22,286 feet)
  - FN-2/89, MS-1E (6,069 feet)
  - FN-2/89, MS-1C (1,398 feet)
  - FOB E-87, MS-18C (4,818 feet)
  - FOB-2/89, MS-3B (1,651 feet)
  - FOB E-87, MS-11A (1,250 feet)
  - MS-2, MS-11C (2,394 feet)
  - FNW-2/89, MS-19C (5,213 feet)
  - FNW-2/89, MS-14C (1,561 feet)
- e. Total Footage of all lines = 378,795 feet
3. ENE will collect the following information in the field:
- a. GPS coordinates
  - b. Pipe-to-soil reading
  - c. Induced AC readings
  - d. Electrical isolation effectiveness, as appropriate
  - e. Anode-to-soil, as appropriate
  - f. Anode current output, as appropriate
  - g. Permanent reference electrode readings, as appropriate
  - h. Comments pertaining to the condition of the test station
4. ENE will notify DWC of any missing / inaccessible test points.
- a. ENE may request assistance with inaccessible test points such as manholes / vaults.
5. ENE will provide a report to include the following minimum information:
- a. Description of testing
  - b. Data collected
  - c. Recommendations, if any

## **Project Schedule**

Work will commence on a date that is mutually agreeable to both ENE and DWC. ENE anticipates beginning work in September 2011.



## **Project Pricing**

ENE proposes to provide services on a Time and Material (T/M) basis consistent with existing Rate Schedule and Terms & Conditions with DWC. ENE's **not-to-exceed** cost for this work is **\$49,000**.

Project cost estimate is subject to change if any of the listed project assumptions change. ENE will provide a written change order for any change in scope or cost assumption. This change order document will:

- need to be approved by the Client and returned to ENE prior to proceeding with the scope change in work; or
- the Client will provide an additional purchase order to cover the identified scope change and costs prior to ENE proceeding with the work.

Project Work will be scheduled upon the receipt of a signed Purchase Order/Contract referencing this proposal.

This proposal is valid for thirty (30) days.

## **Proposal Clarifications**

1. Any work or services performed under this proposal will be performed by ENE under the terms and conditions of a contract or agreement that includes the clarifications and/or revision described in this proposal. All sections and portions of this proposal are an integral part of this proposal.
2. This proposal is based upon the project description and scope specifically described in this proposal.

## **Project Background**

The DuPage Water Commission (DWC) is interested in having a third-party perform close-interval survey (CIS) on their water transmission mains. This is year 3 of a ten year program. DWC tests approximately 1/10<sup>th</sup> of their system each year.

## **Project Scope**

EN Engineering (ENE) proposes the following execution plan:

1. DWC will provide relevant data to include pipeline maps / as-built drawings.
  - a. ENE may have additional questions for DWC subject matter experts.
2. ENE will perform CIS on the following line segments:
  - a. TE-3/94 (72") (49,011 feet)
  - b. FSW-1/89, MS-16A (6,944 feet)
  - c. FS B-86, MS-6A (132 feet)
  - d. FS-2/89, MS-12A (5,884 feet)
  - e. FS B-86, MS-16B (342 feet)
  - f. FS B-86, MS-20A (450 feet)
  - g. FS B-86, MS-6B (955 feet)
  - h. MS-6/94, MS-5E1 (1,770 feet)
  - i. MS-6/94, MS-5E2 (1,015 feet)
  - j. FSW-1/89, MS-14A (4,597 feet)
  - k. FSW-1/89 1 (30,287 feet)
  - l. Total Footage for CIS = 101,387 feet
3. During the collect the following information in the field:
  - a. Pipe-to-soil readings at 3 foot intervals.
    - i. Areas of pavement will be skipped.
  - b. Comments at key above-grade features.
  - c. Far-ground / near-ground readings.
  - d. GPS coordinates.
4. ENE will notify DWC of any inaccessible test points that are needed for successful completion of the survey.
  - a. As appropriate, DWC may need to provide access to vaults / manholes.
5. ENE will provide a report to include the following minimum information:
  - a. Description of testing
  - b. CIS plots
  - c. Recommendations, if any

## **Project Schedule**

Work will commence on a date that is mutually agreeable to both ENE and DWC. ENE anticipates beginning work in September 2011.

## **Project Pricing**

ENE proposes to provide services on a Time and Material (T/M) basis consistent with existing Rate Schedule and Terms & Conditions with DWC. ENE's **not-to-exceed** cost estimate for this work is **\$48,000**:

Project cost estimate is subject to change if any of the listed project assumptions change. ENE will provide a written change order for any change in scope or cost assumption. This change order document will:

- need to be approved by the Client and returned to ENE prior to proceeding with the scope change in work; or
- the Client will provide an additional purchase order to cover the identified scope change and costs prior to ENE proceeding with the work.

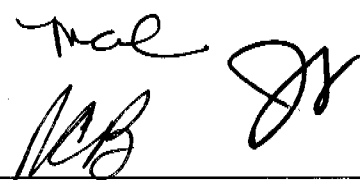
Project Work will be scheduled upon the receipt of a signed Purchase Order/Contract referencing this proposal.

This proposal is valid for thirty (30) days.

## **Proposal Clarifications**

1. Any work or services performed under this proposal will be performed by ENE under the terms and conditions of a contract or agreement that includes the clarifications and/or revision described in this proposal. All sections and portions of this proposal are an integral part of this proposal.
2. This proposal is based upon the project description and scope specifically described in this proposal.

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Contract for Consulting Services for Design and Construction of a Joint Connection Facility</p> <p>Resolution No. R-40-11</p>	<p><b>APPROVAL</b></p> 	
<p>Account Numbers:            01-60-7111.02 (Commission Connection Facilities Not-to-Exceed \$48,420.00)            01-2612.02 (County PAS Connection Facilities Not-to-Exceed \$47,920.00)</p> <p>Resolution No. R-40-08 would approve a professional services consulting agreement with AECOM Technical Services, Inc. for design, bidding, and construction services in connection with the improvements to the Commission's Waterworks System and to the DuPage County Unit System that are required to connect the DuPage County Steeple Run Service Area to the Commission's Waterworks System. The improvements include the Commission's Metering Station 9C and DuPage County's Type C pressure adjusting station, which are to be constructed under a single contract as a joint facility in one monolithic, cast in place concrete structure rather than as separate facilities.</p> <p>The County requested that the Commission design, bid, and construct the County connection facilities (pressure adjusting station) jointly with the Commission connection facilities in an effort to minimize duplicative costs for bidding and construction. In accordance with past practice, staff has no objection to the request subject to the following:</p> <ul style="list-style-type: none"> <li>(i) Receipt of a cash deposit in the amount of \$300,712.73 (110% of the design cost and 125% of the Commission's estimated costs of bidding and construction of the Commission connection facilities for the Steeple Run Service Area); and</li> <li>(ii) Receipt of a separate cash deposit in the amount of \$379,015.87 (110% of the design cost and 125% of the Commission's estimated costs of bidding and construction of the County connection facilities for the Steeple Run Service Area).</li> </ul> <p>In addition, because the Commission connection facilities and the County connection facilities will be bid and constructed under a single Commission contract, written authorization to proceed with the bidding phase of services will not be given until the</p>			

<b>AGENDA SECTION</b>	Engineering & Construction Committee	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Contract for Consulting Services for Design and Construction of a Joint Connection Facility</p> <p>Resolution No. R-40-11</p>	<b>APPROVAL</b>	
<p>following additional conditions are satisfied:</p> <ul style="list-style-type: none"> <li>(i) Receipt of written authorization from the County to proceed with bidding;</li> <li>(ii) Receipt of all contractually required property rights required for the installation of the Commission connection facilities for the Steeple Run Service Area; and</li> <li>(iii) Compliance, in all other respects, with the requirements of the Subsequent Customer Contract.</li> </ul> <p>Finally, although the engineering costs negotiated with AECOM during the Request for Qualification process exceed the amount budgeted by the Commission for the project, the County is responsible for paying all costs associated with the design, bidding, and construction of the joint facility.</p>			
<b>MOTION:</b> To adopt Resolution No. R-40-11.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-40-11

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A CONTRACT FOR CONSULTING SERVICES FOR DESIGN AND  
CONSTRUCTION OF A JOINT CONNECTION FACILITY**

WHEREAS, the Commission desires to obtain design, bidding, and construction services in connection with the improvements to the Commission's Waterworks System and to the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Steeple Run Service Area to the Commission's Waterworks System; and

WHEREAS, the Commission solicited engineering proposals for the project from qualified engineering firms and, based upon staff's review of the proposals received, ranked the proposals received based on previous experience and ability to meet time and budget constraints and selected AECOM Technical Services, Inc. to provide professional engineering services in connection with the project;

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:** A Contract between the DuPage Water Commission and AECOM Technical Services, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

**SECTION THREE:** The General Manager shall be and hereby is authorized and directed to execute the Contract in substantially the form attached hereto as Exhibit 1;

Resolution No. R-40-11

provided, however, that the Contract shall not be so executed on behalf of the Commission unless and until (i) the General Manager shall have been presented with copies of the Contract executed by AECOM Technical Services, Inc., (ii) a cash deposit in the amount of \$386,203.82 (110% of the design cost and 125% of the Commission's estimated costs of bidding and construction of the DuPage County connection facilities for the Steeple Run Service Area) as provided in the Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning the Construction and Operation of a Joint Facility for the Steeple Run Service Area approved pursuant to Commission Ordinance No. O-11-11, and (iii) the Cash Deposit required pursuant to Subsection 7C of the of the Water Purchase and Sale Contract between the DuPage Water Commission and the County of DuPage dated as of July 13, 2006, shall have been received.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1



**CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
AECOM TECHNICAL SERVICES, INC.  
FOR  
CONSULTING SERVICES FOR  
DESIGN AND CONSTRUCTION OF A JOINT CONNECTION FACILITY  
FOR THE DuPAGE WATER COMMISSION**

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**ATTACHMENT A** – Supplemental Schedule of Contract Terms

**ATTACHMENT B** – Scope of Services

**ATTACHMENT C** – Submittal Schedule

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**ATTACHMENT E** – Typical Plans, Sections, Schedules, Notes and Details

**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**AECOM TECHNICAL SERVICES, INC.**  
**FOR**  
**CONSULTING SERVICES FOR**  
**DESIGN AND CONSTRUCTION OF A JOINT CONNECTION FACILITY**  
**FOR THE DUPAGE WATER COMMISSION**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601, a California corporation ("Consultant"), make this Contract as of the 16<sup>th</sup> day of September, 2011, and hereby agree as follows:

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

**1.1 Performance of the Services**

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

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

industry standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

## **1.2 Commencement and Completion Dates**

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

## **1.3 Required Submittals**

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

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

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

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

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

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

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent,

and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

## **1.6 Time**

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

Notwithstanding any other provision of this Contract, Consultant, including the Consultant's subconsultants, if any, shall not be responsible for any delay, default, or nonperformance hereunder, if and to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, or any other cause beyond the reasonable control of such party.

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

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

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

refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

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

D. Safety. Consultant shall be responsible for providing and maintaining safe conditions for its employees at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. To the extent of protecting its employees, Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees. It is expressly understood by the parties that Owner's responsibility for safety conditions shall be strictly limited to its employees.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and

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

3. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.



## **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate this Contract in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in

compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

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

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

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

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

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to

have waived all claims for additional compensation or an extension of time based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

### **ARTICLE III**

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

##### **3.1 Standard of Care**

A. Standard of Care. Consultant represents that the Services and all of its components shall be free from errors and omissions in design; shall conform to the requirements of this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by reputable consulting firms in performing services of a similar nature in existence at the time of performance of the Services for a similar type of owner operating similar facilities. The representation herein expressed shall be in addition to any other representations expressed in this Contract, or expressed or implied by applicable law, which are hereby reserved unto Owner.

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

C. Defective Services. Whenever the term "defective" is used in the this Contract, the term shall mean professional services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in this Contract.

##### **3.2 Corrections**

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

##### **3.3 Risk of Loss**

Consultant shall be responsible for damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a direct result of any such negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract.

Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

**ARTICLE IV**  
**FINANCIAL ASSURANCES**

**4.1 Insurance**

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

**4.2 Indemnification**

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent caused by any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

**ARTICLE V**  
**PAYMENT**

**5.1 Contract Price**

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

**5.2 Taxes, Benefits and Royalties**

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and

premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

### **5.3 Progress Payments**

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

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

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

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of,

relating to, or in connection with the Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

## **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, nonconforming or incomplete, or contain errors; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant or unless such liens were a result of Owner's failure to comply with its payment obligations in this Contract; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure or start to cure with due diligence such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured or if efforts to cure with due diligence are not started by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

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

## **ARTICLE VI REMEDIES**

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

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

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

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

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

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

**7.1 Binding Effect**

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

**7.2 Relationship of the Parties**

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

**7.3 No Collusion/Prohibited Interests**

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

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

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



whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. Confidential information shall not include any information of Owner that is required by law to be disclosed to any governmental agency, provided that before making such disclosure, Consultant shall give Owner a written notice and an opportunity to object to the disclosure or take action to assure confidential handling of the information.

#### **7.6 No Waiver**

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

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

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

#### **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day

after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: John F. Spatz, Jr.  
General Manager

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

AECOM Technical Services, Inc.  
303 East Wacker Drive  
Suite 600  
Chicago, Illinois 60601  
Attention: Michael H. Winegard  
Authorized Representative

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

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

#### **7.9 Governing Laws**

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

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

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

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

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes

regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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

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

### **7.12 Documents**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under this Contract, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Unless Owner shall consent in writing to the earlier destruction of the Documents, Consultant shall maintain files of all Documents for a period of five years after termination of this Contract. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for five years after termination of this Contract.

### **7.13 Time**

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

### **7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

By: \_\_\_\_\_  
John F. Spatz, Jr.  
General Manager

Attest/Witness:

**AECOM TECHNICAL SERVICES, INC.**

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

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

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

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

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

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

## ATTACHMENT A

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

1. **Project:**

Design, bidding, and construction services in connection with the improvements to Owner's Waterworks System and the DuPage County Unit System that are required to connect the portion of the DuPage County Unit System serving the Steeple Run Service Area to Owner's Waterworks System, which improvements include Owner's Metering Station 9C and DuPage County's Type C pressure adjusting station to be constructed under a single contract as a joint facility in one monolithic, cast in place concrete structure rather than as separate facilities, in accordance with Owner's and the County's standard design criteria for joint facilities except as noted in Attachment B, and the costs of which to be separately identified and accounted for under the Contract and under the bidding and contract documents for the project.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations: None

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **Completion Date:**

A. Preliminary Design Phase: 14 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Final Design Phase: 35 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Bidding Phase: 30 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

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

5. **Insurance Coverages:**

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

(1) Worker's Compensation: Statutory;

- (2) Employer's Liability:  
\$500,000 injury-per occurrence  
\$500,000 disease-per employee  
\$500,000 disease-policy limit

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

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

All employees shall be included as insureds.

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

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

Coverages shall include:

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

- D. Professional Liability Insurance. With a limit of liability of not less than \$2,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent acts, errors, and omissions under the Contract. Such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment.

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

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

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, named agents, including Owner's attorneys and representatives, as related to Consultant's Services under the Contract.

6. **Contract Price:**

**SCHEDULE OF PRICES**

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 for all Services for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
<b>Commission Connection Facilities</b>	
Preliminary Design	\$8,000.00
Final Design	\$12,000.00
Bidding	\$1,500.00
Construction	\$26,920.00
<b>County PAS Connection Facilities</b>	
Preliminary Design	\$3,000.00
Final Design	\$16,500.00
Bidding	\$1,500.00
Construction	\$26,920.00

7. **Payments:**

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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



## ATTACHMENT B

### **SCOPE OF SERVICES**

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

#### 1. Preliminary Design Phase.

- a. Determine the general scope, extent and character the Project.
- b. Perform hydraulic analysis of Owner's Waterworks System for the proposed County of DuPage connection point. Analyze and evaluate the impact of additional demand at the proposed connection point. Scenarios should be modeled for average and maximum days as well as peak hour based upon the most current IDNR Allocation projections. Prepare a written letter report summarizing the findings of the hydraulic analysis.
- c. Perform Surveying and Soil Borings at the proposed joint facility site.
- d. Prepare preliminary design documents consisting of approximately 12 drawings including cover sheet, site plans, water main plan and profile, structural/architectural, process/mechanical, electrical plan, electrical schematics and various details for all disciplines, project specifications, a written description of the Project and other documents appropriate for Project, incorporating Owner and County of DuPage standard design criteria for joint facilities as depicted in Attachment E except as noted below:
  - Drop the structure approximately two feet below grade and extend all of the hatches, ductwork from the top slab to a logical point above grade. Review the increased dead loads and determine by structural analysis and change the structural design if required.
  - Determine the most unobtrusive location for the County of DuPage SCADA antenna, within the easement, while still allowing for the needed signal strength. Design additional duct bank and an additional hand holes as needed.
  - Prepare a landscaping plan to provide screening from adjacent single family homes.

- Prepare an excavation sheeting plan and other specific plans for the site work.
  - Prepare applicable traffic control plans to meet DuPage County Highway Department and/or Lisle Township Highway Department standard specifications.
  - Develop DuPage County spread spectrum radio system specifications and plans including and local and remote controls.
- e. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

2. Final Design Phase.

- a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
- b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain Local, County or State issued permits and to prepare other bidding and construction contract documents.
- c. Furnish 10 sets of final contract documents, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding and construction contract documents, for review and approval by Owner, and review them in person with Owner.

3. Bidding Phase.

- a. Assist Owner in advertising for and obtaining bids. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid conferences.
- b. Issue addenda as appropriate and approved by Owner.
- c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
- d. Consult with Owner as to acceptability of proposed substitute materials and equipment.

- e. Attend bid openings, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding construction contracts.

4. Construction Phase.

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

- m. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
- n. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CAD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system. Incorporate Contractor furnished record drawings into the final form of record drawings.

ATTACHMENT C

**SUBMITTAL SCHEDULE**

Submittal:

Due Date:

Hydraulic Analysis Report

14 Days after Notice to Proceed

Geotechnical Report

14 Days after Notice to Proceed

## ATTACHMENT D

### **SPECIAL PROJECT REQUIREMENTS**

1. Key Project Personnel:

Name:	Telephone:
Michael H. Winegard, P.E.	312-938-0300
Chad Laucamp, P.E.	312-938-0300
Dave Barnas, P.E.	312-938-0300
Liz Matson	312-938-0300
Jim Cevicius	312-938-0300

2. Security:

- A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform the Services, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees, as set forth in the Contract.
- B. Background Investigations. Consultant personnel, including subcontractor personnel that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:
- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
  - b. Education History
  - c. Military Service

- d. Character and Reputation References
- e. Verification of Identity
- f. Fingerprints

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

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

3. Facility Locations and Testing Results and Analysis:

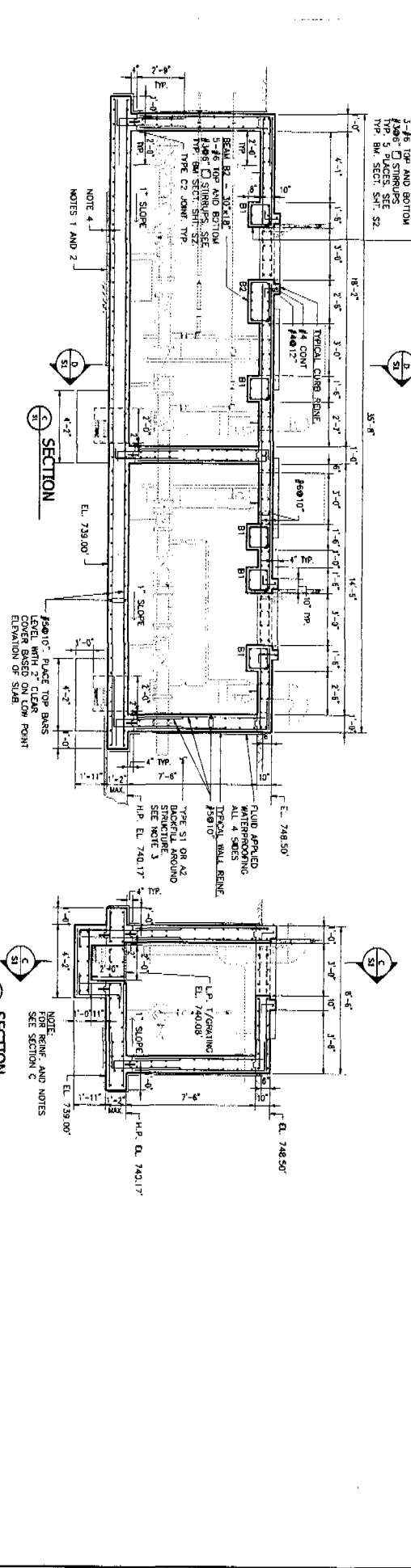
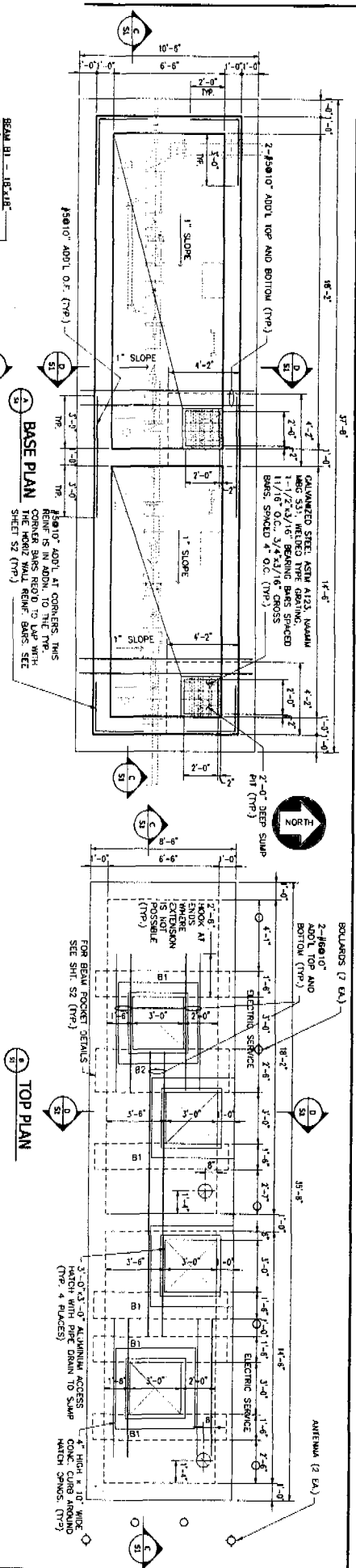
Information as to the location of Owner's existing facilities and test results and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information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

ATTACHMENT E

**TYPICAL PLANS, SECTIONS, SCHEDULES, NOTES AND DETAILS**



# EXHIBIT E1

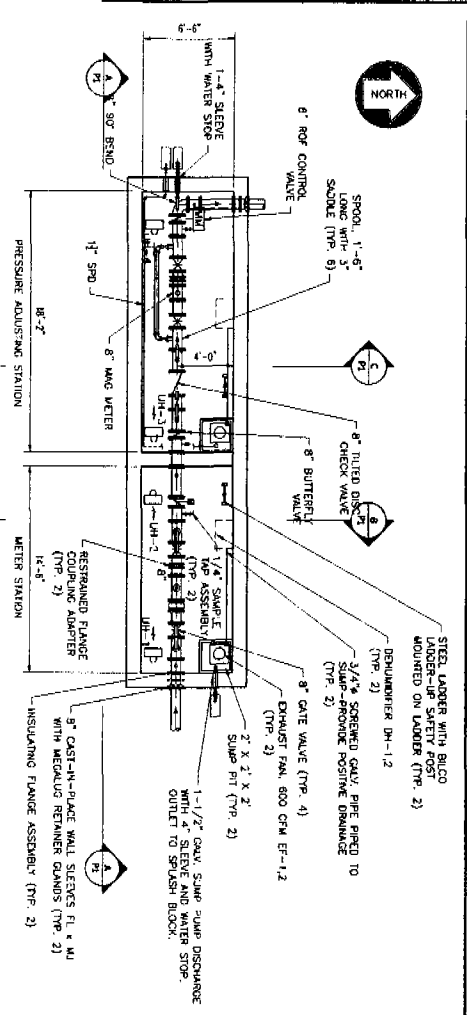


- NOTES**
1. PRIOR TO PLACEMENT OF ANY FILL MATERIALS OR MUDSLAPS FOR CONSTRUCTION OF SLABS OR FORMS PLACED ON SUBGRADE, THE EXPOSED SUBGRADE SURFACE SHALL BE PROPERLY ROLLED TO DETRIMENT. IF THERE ARE ANY UNROLLED DEBRIS OR SORT, SHALL THEN TEST THE EXISTING SUBGRADE IN THE FIELD TO DETERMINE THE EXISTING NET SOIL BEARING CAPACITY. WHERE ENCOUNTERED, IT MAY BE NECESSARY TO DISCONTINUE WORK AND RECOMPACT HIGH MOISTURE CONTENT CLAYS DEPENDING ON MOISTURE CONTENT. RECOMPACTED MATERIAL SHALL BE REMOVED AND REPLACED WITH COMPACTED GRANULAR AGGREGATE MATERIAL TYPE A2 IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIFICATIONS.
  2. ASSUMED DESIGN NET SOIL BEARING PRESSURE IS 3000 PSF FOR BEARING ON LOUGH TO HARD SILTY CLAY OR IMPROVED GRANULAR AGGREGATE MATERIAL.

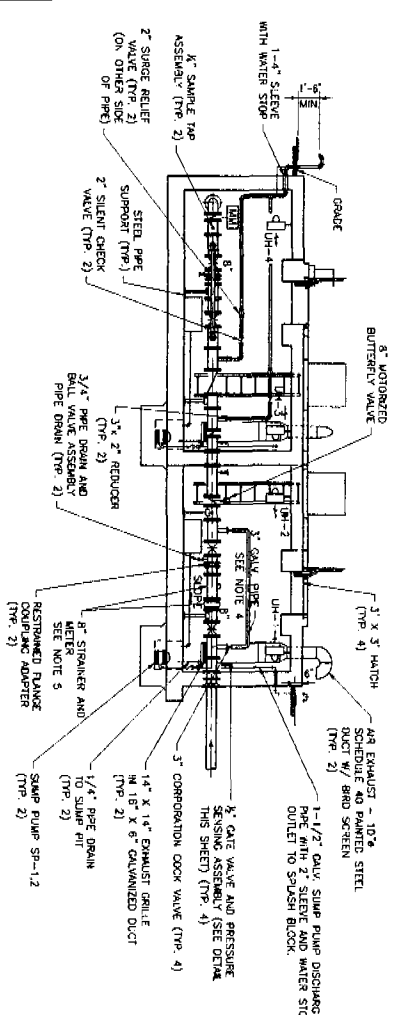
3. DO NOT BACKFILL AROUND WALLS UNTIL WALLS AND TOP SLAB HAVE BEEN IN PLACE FOR A MINIMUM OF 14 DAYS AND HAVE ATTAINED A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI. PROVIDE TYPE A2 BACKFILL UNDER ROUNDS AND BEHIND RETAINING WALLS PROVIDE THE ST BACKFILL AT OTHER LOCATIONS.
4. PLACE 2" CLASS "C" CONCRETE MUDSLAP OVER ENTIRE SUBGRADE UNDER STRUCTURES.
5. FOR GENERAL NOTES AND TYPICAL DETAILS SEE SHEET S2.

SCALE		DUPAGE WATER COMMISSION		STRUCTURAL AND ARCHITECTURAL	
SCALE: 1" = 1'-0"		PRESSURE ADJUSTING STATION		PLANS, SECTIONS, DETAILS AND NOTES	
REVISIONS		METER / CONTRACT		SHEET 51	
DATE		PROJECT		OF 2 TOTAL SHEETS	

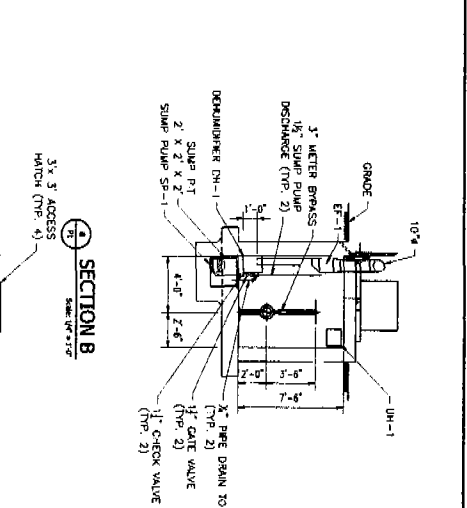
# EXHIBIT E2



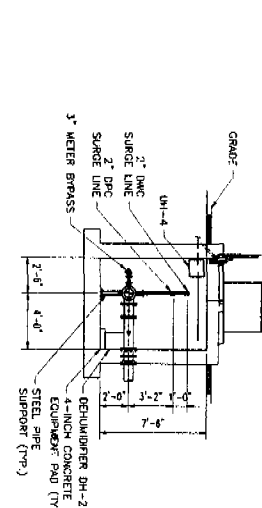
**INTERIOR PLAN**  
SCALE: 1/8" = 1'-0"



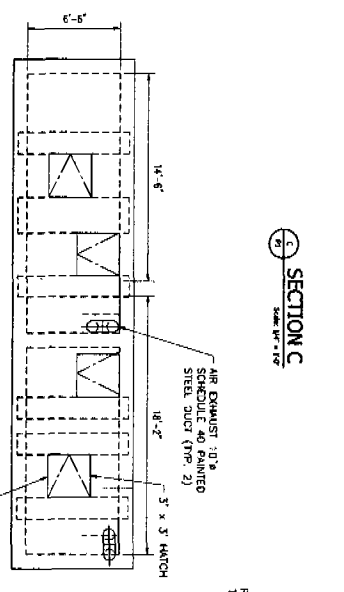
**SECTION A**  
SCALE: 1/8" = 1'-0"



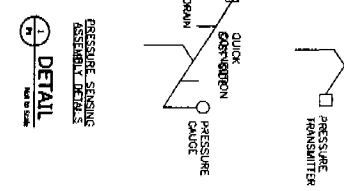
**SECTION B**  
SCALE: 1/8" = 1'-0"



**SECTION C**  
SCALE: 1/8" = 1'-0"



**TOP PLAN**  
SCALE: 1/8" = 1'-0"



**DETAIL**  
SCALE: 1/4" = 1'-0"

- NOTE**
1. PROVIDE FLANGED PIPING FOR INTERIOR UNLESS OTHERWISE NOTED.
  2. UTILIZE WALL CASTINGS WITH WATER STOPS PER PIPING, HVAC AND ELECTRICAL PENETRATIONS THROUGH EXTERIOR WALLS.
  3. DIRECTED BY OWNER.
  4. DIRECTED BY OWNER.
  5. DIRECTED BY OWNER.
  6. INSTALLED UNDER NEOPRENE RUBBER SHEETING UNDER PIPING THAT RESTS ON PRE-SUPPORTS.
  7. SUPPLEMENT BRACKET'S SOLUTION SPACES AT ALL PIPE SUPPORT BRACKET'S.
  8. SEALED WALLS SLEEVES WITH LINK SEALS TO PIPING.

REVISIONS		SCALE		DUPAGE WATER COMMISSION		PROCESS AND MECHANICAL	
NO.	DATE	BY	APP'D	AS NOTED	METER /	PLANS, SECTIONS, NOTES AND DETAIL	SHEET
					PRESSURE ADJUSTING STATION	CONTRACT	P1
							OF 1 TOTAL SHEETS

# EXHIBIT E3

CABLE & CONDUIT		BRANCH CIRCUIT		BRANCH CIRCUIT		CABLE & CONDUIT	
TYPE	QUANTITY	DESCRIPTION	TYPE	QUANTITY	DESCRIPTION	TYPE	QUANTITY
2412-3/4" C	20	1" LIGHTING	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" SLIP PUMP SP-1	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" EXHAUST FAN E-1	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" EXHAUST FAN E-2	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" UNIT HEATER EH-1 (WEST)	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" UNIT HEATER EH-2 (EAST)	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" CONTROL VALVE	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" SPARE	20	20	2412-3/4" C	20	20

CABLE & CONDUIT		BRANCH CIRCUIT		BRANCH CIRCUIT		CABLE & CONDUIT	
TYPE	QUANTITY	DESCRIPTION	TYPE	QUANTITY	DESCRIPTION	TYPE	QUANTITY
2412-3/4" C	20	1" LIGHTING	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" SLIP PUMP SP-2	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" WEST RECEPTACLE	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" EXHAUST FAN E-2	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" UNIT HEATER EH-2	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" UNIT HEATER EH-3 (EAST)	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" CONTROL VALVE	20	20	2412-3/4" C	20	20
2412-3/4" C	20	2" SPARE	20	20	2412-3/4" C	20	20

### LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NO.	LAMP SEE SCHEDULE	REMARKS
FLUORESCENT	DATELINE	DATELINE	DATELINE	DATELINE

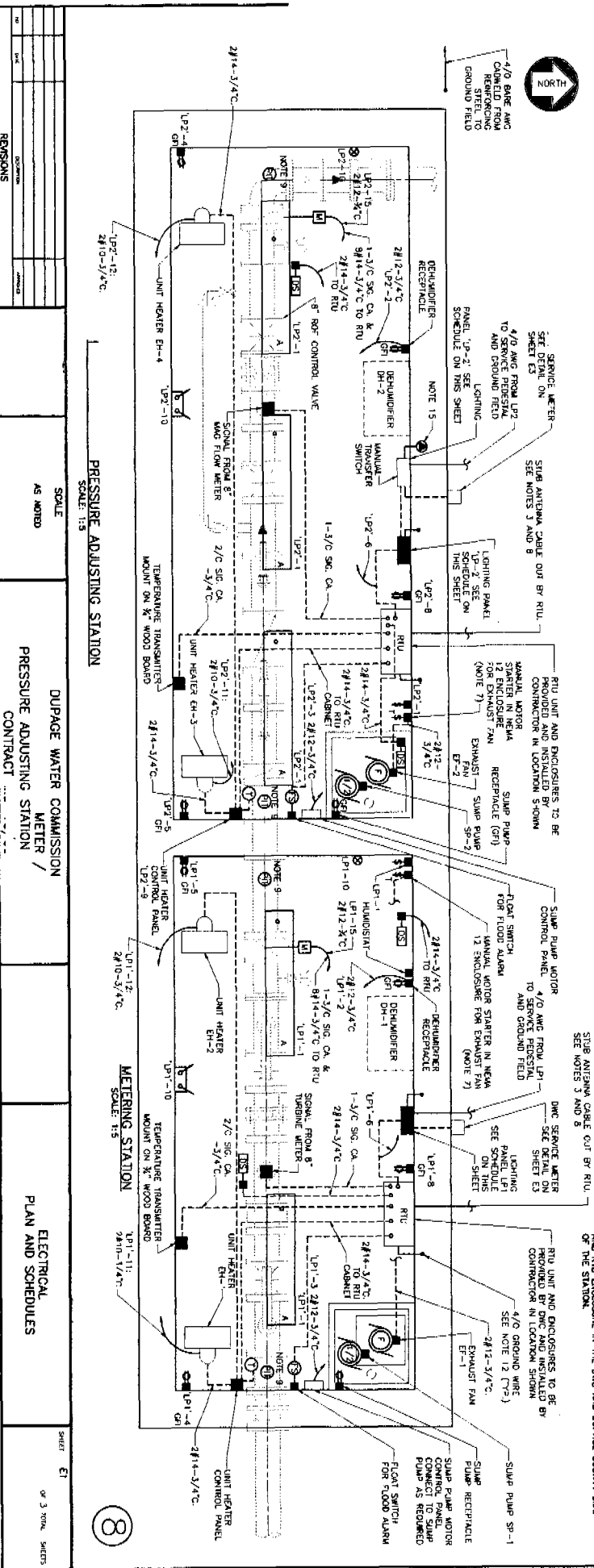
### EMERGENCY LIGHTING FIXTURE SCHEDULE

MANUFACTURER	CATALOG NO.	LAMP	REMARKS
DATELINE	DATELINE	DATELINE	DATELINE

### EXIT/DIRECTIONAL FIXTURE SCHEDULE

TYPE	FACE	DESCRIPTION	REMARKS
SINGLE	EXIT/EMERGENCY	MODEL LUMINA SQR	120/277 VOLT

- CONNECT LIGHTING UNITS, SWITCHES, AND RECEPTACLES TO CIRCUIT INDICATED USING 2412-3/4" C.
- ALL ELECTRIC EQUIPMENT LOCATED IN THE BUILDING SHALL BE FED FROM THE SERVICE ADJUSTING STATION. THE SERVICE ADJUSTING STATION SHALL BE FED FROM THE MAIN SERVICE PANELS AND ALL ELECTRICAL EQUIPMENT SHALL BE FED FROM THE SERVICE ADJUSTING STATION.
- PROVIDE AND INSTALL A GENERATOR RECEPTACLE NEAR UTILITY METER MATCH OWNER'S GENERATOR PLUG.





# DuPage Water Commission

## MEMORANDUM

TO: John Spatz, General Manager

FROM: Baker Tilly, Consultant

DATE: September 8, 2011

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the September 8, 2011 Commission meeting:

August 11 to September 8, 2011 A/P Report	\$5,109,367.52
Accrued and estimated payments required before October 20, 2011 Commission meeting	<u>1,309,315.00</u>
Total	<u>\$6,418,682.52</u>

cc: Chairman and Commissioners

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 10-20-11  
Board Meeting Date: September 15, 2011**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
60,000.00	Blue Cross Blue Shield Health Insurance			
6,000.00	Principal Dental Insurance			
10,000.00	Illinois Public Risk Fund Workers Compensation			
220.00	Envision Health Care Administration Fees -			
500,000.00	Exelon Energy for Utility Charges			
20,000.00	ComEd Utility Charges Meter Stations			
30,000.00	City of Chicago DWC Portion of Lexington Labor			
180,000.00	City of Chicago DWC Portion of Lexington Electric			
60,000.00	City of Chicago DWC Portion of Lexington Repairs & Maint			
2,000.00	City of Naperville Meter Station Electric Bills			
15,000.00	Nicor GAS			
100.00	Comcast Internet Service			
2,000.00	AT & T Telephone Charges			
2,000.00	Nextel Cell Phone Charges			
1,800.00	Fed - Ex Postage/Delivery			
500.00	Business Card Toll Charges			
1,000.00	Home Depot Maintenance Supplies			
500.00	West Law Subscription Monthly Subscription			
25,895.00	Freeway Ford Vehicle Purchase			
30,750.00	Dreisilker High Lift Pump Motor Re-Build			
2,200.00	Encap Inc. Landscape Conversion Services			
1,000.00	Tribune advertisements			
800.00	Roesch Ford Vehicle Repair			
355,000.00	JJ Henderson PSC-4 Final Payout			
2,550.00	Minolta Copier Lease Payment			
<hr/>				
1,309,315.00				

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#					BALANCE	

01-1291 ALEXANDER CHEMICAL CORPORA

INV	0458415-IN		8/09/11	9/08/11		N		SODIUM HYPOCHLORITE		2,692.36	
	DISB		8/16/11					PO: 12958		2,692.36	
							01	-60-6613	SODIUM HYPOCHLORITE		2,692.36
INV	0459380-IN		8/24/11	9/23/11		N		SODIUM HYPOCHLORITE		2,799.28	
	DISB		8/31/11					PO: 13018		2,799.28	
							01	-60-6613	SODIUM HYPOCHLORITE		2,799.28

\*\*\*\*\* TOTALS: GROSS: 5,491.64 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,491.64 \*\*\*\*\*

01-1459 ALPHA BUILDING MAINTENANCE

INV	11366 DWC		2/02/11	3/04/11		N		JANITORIAL SVCS: 2/1-2/16/11		742.00	
	DISB		8/16/11					PO:		742.00	
							01	-60-6290	JANITORIAL SVCS: 2/1-2/16/11		742.00

\*\*\*\*\* TOTALS: GROSS: 742.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 742.00 \*\*\*\*\*

01-1516 ARAMARK REFRESHMENT SERVIC

INV	530249		9/02/11	9/02/11		N		COFFEE SUPPLIES		39.22	
	DISB		9/06/11					PO:		39.22	
							01	-60-6521	COFFEE SUPPLIES		39.22

\*\*\*\*\* TOTALS: GROSS: 39.22 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 39.22 \*\*\*\*\*

01-1015 AUTOZONE, INC.

INV	2568730537		6/06/11	6/06/11		N		VEHICLE REPAIR		49.98	
	DISB		8/16/11					PO: 12832		49.98	
							01	-60-6641	VEHICLE REPAIR		49.98

\*\*\*\*\* TOTALS: GROSS: 49.98 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 49.98 \*\*\*\*\*

01-1072 AVALON PETROLEUM COMPANY

INV	452185		8/05/11	8/05/11		N		GASOLINE		2,648.80	
	DISB		8/25/11					PO: 13000		2,648.80	
							01	-60-6642	GASOLINE		2,648.80
INV	452517		8/30/11	8/30/11		N		GASOLINE		3,009.85	
	DISB		8/31/11					PO: 13020		3,009.85	
							01	-60-6642	GASOLINE		3,009.85

\*\*\*\*\* TOTALS: GROSS: 5,658.65 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,658.65 \*\*\*\*\*

01-1012 BAXTER AND WOODMAN

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#					BALANCE	
01-1012	BAXTER AND WOODMAN		** CONTINUED **								
	INV	0158299	8/18/11	8/18/11		N		SCADA/INSTRUMENTAITON		131.25	
	DISB		8/23/11					PO:		131.25	
						01	-60-6623	SCADA/INSTRUMENTAITON			131.25
===== TOTALS: GROSS: 131.25 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 131.25 =====											
01-1692	BRIDGEPOINT TECHNOLOGIES										
	INV	16673	8/09/11	8/09/11		N		IT CONSULTING SERVICES		750.00	
	DISB		8/16/11					PO: 13008		750.00	
						01	-60-6280	IT CONSULTING SERVICES			750.00
===== TOTALS: GROSS: 750.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 750.00 =====											
01-1023	CDW GOVERNMENT, INC.										
	INV	ZNC1996	9/01/11	10/01/11		N		MICROSOFT SERVER		7,022.93	
	DISB		9/06/11					PO: 13031		7,022.93	
						01	-60-6580	MICROSOFT SERVER			7,022.93
===== TOTALS: GROSS: 7,022.93 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7,022.93 =====											
01-1135	CITY OF CHICAGO SUPERINTEN										
	INV	201109063227	9/01/11	9/01/11		N		WATER BILLING: AUGUST 2011		5,015,614.50	
	DISB		8/31/11					PO:		5,015,614.50	
						01	-60-6611.01	WATER BILLING: AUGUST 2011			5,572,905.00
						01	-1398	WATER BILLING: AUGUST 2011			557,290.50CR
===== TOTALS: GROSS: 5,015,614.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,015,614.50 =====											
01-1179	CHICAGO TRIBUNE										
	INV	000179470	6/30/11	7/15/11		N		LEGAL NOTICE		638.00	
	DISB		8/23/11					PO: 12903/08		638.00	
						01	-60-6258	LEGAL NOTICE			638.00
	INV	1568081	8/19/11	9/03/11		N		LEGAL NOTICE		1,166.00	
	DISB		8/31/11					PO: 13019		1,166.00	
						01	-60-6621	LEGAL NOTICE			1,166.00
===== TOTALS: GROSS: 1,804.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,804.00 =====											
01-1091	CINTAS FIRST AID & SAFETY										
	INV	0343731071	8/26/11	8/26/11		N		FIRST AID SUPPLIES		179.04	
	DISB		8/31/11					PO: 12839		179.04	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
	BANK		POST DT	DISC DT	CHECK#					BALANCE			
-----													
01-1091		CINTAS FIRST AID & SAFETY ** CONTINUED **											
						01	-60-6627	FIRST AID SUPPLIES		179.04			
=====													
TOTALS:	GROSS:		179.04	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	179.04	=====
01-1640		CLS GROUP, INC.											
	INV	14171	8/17/11	8/17/11		N		DOCUMENT MGMT SYSTEM LICENSE		7,104.00			
	DISB		8/23/11					PO: 12996		7,104.00			
						01	-60-6580	DOCUMENT MGMT SYSTEM LICENSE		7,104.00			
=====													
TOTALS:	GROSS:		7,104.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	7,104.00	=====
01-1398		COMCAST											
	INV	201109063215	8/20/11	8/20/11		N		INTERNET SVC:08/27-09/26/11		99.95			
	DISB		8/31/11					PO: 13048		99.95			
						01	-60-6514.01	INTERNET SVC:08/27-09/26/11		99.95			
=====													
TOTALS:	GROSS:		99.95	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	99.95	=====
01-1574		CURRIE MOTORS FRANKFORT, I											
	INV	201109063216	8/24/11	8/24/11		N		2011 FORD ESCAPE HYBRID 4X4		26,728.00			
	DISB		8/31/11					PO: 12852		26,728.00			
						01	-60-6860	2011 FORD ESCAPE HYBRID 4X4		26,728.00			
=====													
TOTALS:	GROSS:		26,728.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	26,728.00	=====
01-1143		DISCOUNT TIRE CO. INC.											
	INV	8769137	8/16/11	8/16/11		N		VEHICLE MAINTENANCE:LT275/70		140.25			
	DISB		8/23/11					PO: 13007		140.25			
						01	-60-6641	VEHICLE MAINTENANCE:LT275/70		140.25			
=====													
TOTALS:	GROSS:		140.25	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	140.25	=====
01-1569		EDWARD COUGHLIN											
	INV	201109063217	8/25/11	8/25/11		Y		SECURITY: 8/18/11		100.00			
	DISB		8/31/11					PO: 13042		100.00			
						01	-60-6191	SECURITY: 8/18/11		100.00			
=====													
TOTALS:	GROSS:		100.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	100.00	=====
01-1446		EN ENGINEERING, LLC											
	INV	0030037	8/05/11	9/04/11		N		IND CORROSION ASSISTANCE		354.31			
	DISB		8/31/11					PO:		354.31			



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1446	EN	ENGINEERING, LLC	** CONTINUED **										
						01	-60-6632	IND CORROSION ASSISTANCE		354.31			
	INV	0030038	8/05/11	9/04/11		N		CATHODIC PROT DESIGN TS		5,134.45			
	DISB		8/31/11					PO:		5,134.45			
						01	-60-6632	CATHODIC PROT DESIGN TS		5,134.45			
===== TOTALS:			GROSS:	5,488.76	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	5,488.76	=====
01-1154	EN	ENGLEWOOD ELECTRIC SUPPLY											
	INV	925482	7/13/11	8/12/11		N		FAN REPLACEMENT		1,104.60			
	DISB		8/16/11					PO: 13004		1,104.60			
						01	-60-6633	FAN REPLACEMENT		1,104.60			
	INV	948226	8/09/11	9/08/11		N		FAN REPLACEMENT		1,119.30			
	DISB		8/16/11					PO: 13004		1,119.30			
						01	-60-6633	FAN REPLACEMENT		1,119.30			
===== TOTALS:			GROSS:	2,223.90	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,223.90	=====
01-1159	EN	ENVISION HEALTHCARE, INC.											
	INV	122253	9/01/11	9/01/11		N		ADMIN FEES: SEPT 2011		208.00			
	DISB		9/06/11					PO:		208.00			
						01	-60-6122	ADMIN FEES: SEPT 2011		208.00			
===== TOTALS:			GROSS:	208.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	208.00	=====
01-1176	GE	MDS LLC											
	INV	MDS 9102247	8/05/11	9/04/11		N		MAS MASTER STATION RED		1,477.00			
	DISB		8/16/11					PO: 12989		1,477.00			
						01	-60-6624	MAS MASTER STATION RED		1,477.00			
===== TOTALS:			GROSS:	1,477.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,477.00	=====
01-1166	GLEN	BARD ELECTRIC SUPPLY,											
	INV	1098821-5001	8/19/11	9/18/11		N		METER STATION SUPPLIES		149.98			
	DISB		8/23/11					PO: 13006		149.98			
						01	-60-6633	METER STATION SUPPLIES		149.98			
===== TOTALS:			GROSS:	149.98	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	149.98	=====
01-1055	GRA	INGER											
	INV	9604861329	8/08/11	9/07/11		N		MAINTENANCE SUPPLIES		257.94			
	DISS		8/16/11					PO: 12923		257.94			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1055	GRAINGER		** CONTINUED **								
						01	-60-6560	MAINTENANCE SUPPLIES			257.94
INV	9610690852		8/15/11	9/14/11		N		MAINTENANCE SUPPLIES		698.11	
	DISB		8/23/11					PO: 12923		698.11	
						01	-60-6560	MAINTENANCE SUPPLIES			698.11
INV	9611613390		8/16/11	9/15/11		N		MAINTENANCE SUPPLIES		34.90	
	DISB		8/23/11					PO: 12923		34.90	
						01	-60-6560	MAINTENANCE SUPPLIES			34.90
INV	9612523085		8/16/11	9/15/11		N		MAINTENANCE SUPPLIES		17.45	
	DISB		8/23/11					PO: 12923		17.45	
						01	-60-6560	MAINTENANCE SUPPLIES			17.45
INV	9612523093		8/16/11	9/15/11		N		METER STATION SUPPLIES		529.96	
	DISB		8/23/11					PO: 13013		529.96	
						01	-60-6633	METER STATION SUPPLIES			206.07
						01	-60-6627	METER STATION SUPPLIES			139.70
						01	-60-6623	METER STATION SUPPLIES			184.19
INV	9612523101		8/16/11	9/15/11		N		METER STATION SUPPLIES		62.96	
	DISB		8/23/11					PO: 13013		62.96	
						01	-60-6623	METER STATION SUPPLIES			62.96
INV	9615715126		8/19/11	9/18/11		N		MAINTENANCE SUPPLIES		37.67	
	DISB		8/25/11					PO: 12923		37.67	
						01	-60-6560	MAINTENANCE SUPPLIES			37.67
INV	9617029534		8/22/11	9/21/11		N		MAINTENANCE SUPPLIES		158.18	
	DISB		8/31/11					PO: 12923		158.18	
						01	-60-6560	MAINTENANCE SUPPLIES			158.18
INV	9621227181		8/26/11	9/25/11		N		MAINTENANCE SUPPLIES		201.27	
	DISB		8/31/11					PO: 12923		201.27	
						01	-60-6560	MAINTENANCE SUPPLIES			201.27
INV	9623138964		8/30/11	9/29/11		N		MAINTENANCE SUPPLIES		60.30	
	DISB		8/31/11					PO: 12923		60.30	
						01	-60-6560	MAINTENANCE SUPPLIES			60.30
INV	9624836525		8/31/11	9/30/11		N		MAINTENANCE SUPPLIES		199.60	
	DISB		8/31/11					PO:		199.60	
						01	-60-6560	MAINTENANCE SUPPLIES			199.60
INV	9625927414		9/01/11	10/01/11		N		METER STATION SUPPLIES		185.54	
	DISB		9/06/11					PO: 13041		185.54	
						01	-60-6627	METER STATION SUPPLIES			185.54

===== TOTALS: GROSS: 2,443.88 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,443.88 =====

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#			BALANCE	

01-1809 GROUND PROS INC

INV	60475	8/17/11	8/17/11	N	LANDSCAPE MAINT AUGUST 2011	504.00	
	DISB	8/23/11			PO: 12991	504.00	
				01	-60-6633 LANDSCAPE MAINT AUGUST 2011		504.00
INV	60499	8/18/11	8/18/11	N	LANDSCAPE MAINT AUG 2011	135.00	
	DISB	8/23/11			PO: 12991	135.00	
				01	-60-6633 LANDSCAPE MAINT AUG 2011		135.00
INV	60536	8/31/11	8/31/11	N	LANDSCAPE MAINT AUG 2011	864.00	
	DISB	8/31/11			PO: 12991	864.00	
				01	-60-6633 LANDSCAPE MAINT AUG 2011		864.00

===== TOTALS: GROSS: 1,503.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,503.00 =====

01-1068 HACH COMPANY

INV	7359792	8/02/11	9/01/11	N	WATER TESTING SUPPLIES	736.32	
	DISB	8/16/11			PO: 12987	736.32	
				01	-60-6614 WATER TESTING SUPPLIES		736.32
INV	7363793	8/04/11	9/03/11	N	WATER TESTING SUPPLIES	158.00	
	DISB	8/16/11			PO: 12987	158.00	
				01	-60-6614 WATER TESTING SUPPLIES		158.00

===== TOTALS: GROSS: 894.32 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 894.32 =====

01-1183 HEWLETT-PACKARD COMPANY

INV	49985754	8/26/11	9/25/11	N	HP SERVER	5,417.03	
	DISB	8/31/11			PO: 13003	5,417.03	
				01	-60-6851 HP SERVER		5,417.03

===== TOTALS: GROSS: 5,417.03 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,417.03 =====

01-1101 HOLLAND & KNIGHT LLP

INV	201109063228	8/24/11	8/24/11	Y	LEGAL SERVICES: JUNE/JULY 11	347.50	
	DISB	8/31/11			PO:	347.50	
				01	-60-6251 LEGAL SERVICES: JUNE/JULY 11		347.50

===== TOTALS: GROSS: 347.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 347.50 =====

01-1607 HOUSE OF GLASS

INV	23859	8/18/11	9/17/11	N	CLEAR WINDOWS W/ CHROME SIDES	360.00	
	DISB	8/31/11			PO:	360.00	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1607 HOUSE OF GLASS           \*\* CONTINUED \*\*

								01 -60-6560		CLEAR WINDOWS W/ CHROME SIDES	360.00
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===== TOTALS:   GROSS:           360.00   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           360.00   =====

01-1225 IKON OFFICE SOLUTIONS

CM	5019997110		8/24/11	8/24/11				N		COPIER USAGE CREDIT	100.25CR
	DISB		8/31/11							PO:	100.25CR
								01 -60-6550		COPIER USAGE CREDIT	100.25CR

INV	5020022890		8/25/11	9/04/11				N		COPIER USAGE: 7/25-8/24/11	85.52
	DISB		8/31/11							PO:	85.52
								01 -60-6550		COPIER USAGE: 7/25-8/24/11	85.52

===== TOTALS:   GROSS:           14.73-   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           14.73-   =====

\*\*\*\*\* \*WARNING\* - CREDIT MEMOS EXCEED INVOICES \*\*\*\*\*

01-1496 INFOR GLOBAL SOLUTIONS, IN

INV	53608-00TS		7/31/11	7/31/11				N		SOFTWARE UPGRADE SERVICES	720.00
	DISB		8/16/11							PO: 12914	720.00
								01 -60-6280		SOFTWARE UPGRADE SERVICES	720.00

INV	54783-00TS		8/17/11	8/17/11				N		SOFTWARE CONSULTING	450.00
	DISB		8/23/11							PO:	450.00
								01 -60-6280		SOFTWARE CONSULTING	450.00

===== TOTALS:   GROSS:           1,170.00   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           1,170.00   =====

01-1152 INSIGHT PUBLIC SECTOR

INV	1100224511		8/31/11	9/30/11				N		SYMANTEC BACKUP	1,036.54
	DISB		8/31/11							PO: 13035	1,036.54
								01 -60-6580		SYMANTEC BACKUP	1,036.54

===== TOTALS:   GROSS:           1,036.54   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           1,036.54   =====

01-1196 KARA COMPANY, INC.

INV	274436		8/04/11	9/03/11				N		UTILITY LOCATION SUPPLIES	39.44
	DISB		8/25/11							PO: 13017	39.44
								01 -60-6634		UTILITY LOCATION SUPPLIES	39.44

===== TOTALS:   GROSS:           39.44   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           39.44   =====

01-1025 KONICA MINOLTA BUSINESS SO

INV	218722958		8/24/11	9/23/11				N		COPIER USAGE: 7/7-8/23/11	268.83
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A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUR DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#					BALANCE	
-----											
01-1025		KONICA MINOLTA BUSINESS SO** CONTINUED **									
	DISB		8/31/11					PO:		268.83	
								01 -60-6550	COPIER USAGE: 7/7-8/23/11		268.83
***** TOTALS: GROSS: 268.83 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 268.83 *****											
01-1753		LANER MUCHIN									
	INV	384623	9/01/11	9/01/11				Y	LEGAL SVCS: THROUGH 8/20/11	1,965.26	
	DISB		9/06/11					PO:		1,965.26	
								01 -60-6253	LEGAL SVCS: THROUGH 8/20/11		1,965.26
***** TOTALS: GROSS: 1,965.26 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,965.26 *****											
01-1069		MEL'S ACE HARDWARE									
	INV	417211/4	8/17/11	8/17/11				N	MAINTENANCE SUPPLIES	10.75	
	DISB		8/31/11					PO: 12973		10.75	
								01 -60-6560	MAINTENANCE SUPPLIES		10.75
	INV	417214/4	8/18/11	8/18/11				N	PIPELINE SUPPLIES	19.32	
	DISB		8/23/11					PO: 12658		19.32	
								01 -60-6637	PIPELINE SUPPLIES		19.32
	INV	417299/4	8/26/11	8/26/11				N	MAINTENANCE SUPPLIES	15.96	
	DISB		8/31/11					PO: 13021		15.96	
								01 -60-6560	MAINTENANCE SUPPLIES		15.96
***** TOTALS: GROSS: 46.03 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 46.03 *****											
01-1051		MENARDS - HILLSIDE									
	INV	57733	8/15/11	8/15/11				N	MAINTENANCE SUPPLIES	1.77	
	DISB		8/23/11					PO: 12761		1.77	
								01 -60-6560	MAINTENANCE SUPPLIES		1.77
	INV	58253	8/17/11	8/17/11				N	MAINTENANCE SUPPLIES	6.75	
	DISB		8/23/11					PO: 12761		6.75	
								01 -60-6560	MAINTENANCE SUPPLIES		6.75
***** TOTALS: GROSS: 8.52 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 8.52 *****											
01-1750		MY MECHANIC AUTOMOTIVE REP									
	INV	2011070168	7/25/11	7/25/11				N	VEH REPAIR: OPERATIONS F250	933.71	
	DISB		8/25/11					PO: 13001		933.71	
								01 -60-6641	VEH REPAIR: OPERATIONS F250		933.71
***** TOTALS: GROSS: 933.71 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 933.71 *****											

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
	BANK		POST DT	DISC DT	CHECK#					BALANCE			
-----													
01-1801		NICHOLAS NARDUCCI											
	INV	201109063230	8/24/11	8/24/11		Y		SERVICE AS TREAS: 8/15-9/14/11		833.33			
	DISB		8/31/11					PO:		833.33			
							01	-60-6591	SERVICE AS TREAS: 8/15-9/14/11		833.33		
===== TOTALS:			GROSS:	833.33	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	833.33	=====
01-1748		NATIONAL PUMP & COMPRESSOR											
	INV	605206-0001	8/31/11	8/31/11		Y		MAINTENANCE SUPPLIES		94.48			
	DISB		8/31/11					PO: 13028		94.48			
							01	-60-6560	MAINTENANCE SUPPLIES		94.48		
***** TOTALS:			GROSS:	94.48	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	94.48	*****
01-1395		OFFICE DEPOT											
	INV	573798733001	8/06/11	9/05/11		N		OFFICE SUPPLIES		4.13			
	DISB		8/16/11					PO: 12994		4.13			
							01	-60-6521	OFFICE SUPPLIES		4.13		
===== TOTALS:			GROSS:	4.13	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4.13	=====
01-1070		PNC INSTITUTIONAL INVESTME											
	INV	201109063231	8/19/11	8/19/11		N		SAFEKEEPING FEE: JULY 2011		974.97			
	DISB		8/31/11					PO:		974.97			
							01	-60-6233	SAFEKEEPING FEE: JULY 2011		974.97		
***** TOTALS:			GROSS:	974.97	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	974.97	=====
01-1664		PROGRAM ONE PROFESSIONAL B											
	INV	35375	8/16/11	8/16/11		N		WINDOW CLEANING: 8/16/11		454.28			
	DISB		8/23/11					PO:		454.28			
							01	-60-6290	WINDOW CLEANING: 8/16/11		454.28		
===== TOTALS:			GROSS:	454.28	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	454.28	=====
01-1059		RED WING SHOE STORE											
	INV	450000004518	7/13/11	8/12/11		N		SAFETY CLOTHING: MIKE FOUSHI		844.71			
	DISB		8/31/11					PO: 13052		844.71			
							01	-60-6626	SAFETY CLOTHING: MIKE FOUSHI		844.71		
	INV	450000004555	8/23/11	9/22/11		N		SAFETY SHOES: JARRED GUDAITS		148.74			
	DISB		8/31/11					PO: 13057		148.74			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1059		RED WING SHOE STORE	** CONTINUED **								
							01 -60-6626	SAFETY SHOES: JARRED GUDAITS		148.74	
	INV	450000004569	7/13/11	8/12/11		N		SAFETY CLOTHING: CARDENAS		961.81	
	DISB		8/31/11					PO: 13056		961.81	
							01 -60-6626	SAFETY CLOTHING: CARDENAS		961.81	
	INV	450000043812	7/29/11	8/28/11		N		SAFETY CLOTHING: GILLESPIE		868.37	
	DISB		8/31/11					PO: 13055		868.37	
							01 -60-6626	SAFETY CLOTHING: GILLESPIE		868.37	
===== TOTALS: GROSS:			2,823.63	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 2,823.63 =====
01-1813		ROESCH FORD									
	INV	FOCS14258	8/11/11	8/11/11		N		VEHICLE 43 FRONT END REPAIRS		350.79	
	DISB		8/16/11					PO: 13011		350.79	
							01 -60-6641	VEHICLE 43 FRONT END REPAIRS		350.79	
===== TOTALS: GROSS:			350.79	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 350.79 =====
01-1523		SAF-T-GARD INTERNATIONAL,									
	INV	1519561-00	8/24/11	9/23/11		N		TESTING OF ELEC SAFETY GLOVES		86.50	
	DISB		8/31/11					PO: 13005		86.50	
							01 -60-6627	TESTING OF ELEC SAFETY GLOVES		86.50	
	INV	1519562-00	8/17/11	9/16/11		N		TESTING OF ELEC SAFETY GLOVES		57.45	
	DISB		8/23/11					PO: 13005		57.45	
							01 -60-6627	TESTING OF ELEC SAFETY GLOVES		57.45	
===== TOTALS: GROSS:			143.95	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 143.95 =====
01-1263		SKARSHAUG TESTING LABORATO									
	INV	159564	7/19/11	8/18/11		N		MAINTENANCE SUPPLIES		36.54	
	DISB		8/25/11					PO: 13002		36.54	
							01 -60-6560	MAINTENANCE SUPPLIES		36.54	
	INV	160250	8/10/11	9/09/11		N		MAINTENANCE SUPPLIES		65.05	
	DISB		8/25/11					PO: 13002		65.05	
							01 -60-6560	MAINTENANCE SUPPLIES		65.05	
===== TOTALS: GROSS:			101.59	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 101.59 =====
01-1040		SPECIALTY MAT SERVICE									
	INV	588885	7/28/11	8/10/11		N		MAT SERVICES: 7/28/11		134.21	
	DISB		8/16/11					PO: 12847		134.21	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
	BANK		POST DT	DISC DT	CHECK#					BALANCE				
01-1040	SPECIALTY MAT SERVICE		** CONTINUED **											
							01 -60-6290	MAT SERVICES: 7/28/11		134.21				
	INV	590390	8/11/11	9/10/11		N		MAT SERVICES: 08/11/11		134.21				
	DISB		8/16/11					PO: 12847		134.21				
							01 -60-6290	MAT SERVICES: 08/11/11		134.21				
	INV	591917	8/25/11	9/10/11		N		MAT SERVICES: 08/25/11		134.21				
	DISB		8/25/11					PO: 12847		134.21				
							01 -60-6290	MAT SERVICES: 08/25/11		134.21				
===== TOTALS:			GROSS:	402.63	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	402.63	=====
01-1693	STANTEC CONSULTING SERVICE													
	INV	516822	8/16/11	8/16/11		N		DPWC NOISE STUDY 8/12/11		1,144.00				
	DISB		8/23/11					PO: 13022		1,144.00				
							01 -60-6627	DPWC NOISE STUDY 8/12/11		1,144.00				
===== TOTALS:			GROSS:	1,144.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,144.00	=====
01-1773	STAPLES ADVANTAGE													
	INV	3159706552	8/26/11	8/26/11		N		OFFICE SUPPLIES		334.74				
	DISB		8/31/11					PO: 13014		334.74				
							01 -60-6521	OFFICE SUPPLIES		334.74				
===== TOTALS:			GROSS:	334.74	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	334.74	=====
01-1814	THE FLOLO CORPORATION													
	INV	087895	8/14/11	8/14/11		N		FIELD SERVICES ON PUMP MOTOR		500.00				
	DISB		8/23/11					PO:		500.00				
							01 -60-6621	FIELD SERVICES ON PUMP MOTOR		500.00				
===== TOTALS:			GROSS:	500.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	500.00	=====
01-1046	TREE TOWNS REPRO SERVICE													
	INV	0000164091	8/10/11	9/09/11		N		DIGITAL BOND COPY		10.00				
	DISB		8/23/11					PO:		10.00				
							01 -60-6634	DIGITAL BOND COPY		10.00				
	INV	0000164513	8/22/11	9/21/11		N		DIGITAL BOND COPY		73.20				
	DISB		8/23/11					PO:		73.20				
							01 -60-6634	DIGITAL BOND COPY		73.20				
===== TOTALS:			GROSS:	83.20	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	83.20	=====
01-1080	TYLER TECHNOLOGIES													



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
	BANK		POST DT	DISC DT	CHECK#				BALANCE			
-----												
01-1080	TYLER TECHNOLOGIES		** CONTINUED **									
	INV	28159	8/15/11	8/15/11		N	ANNUAL SOFTW MAINT AGREEMENT		3,499.42			
	DISB		8/23/11				PO:		3,499.42			
						01	-60-6590 ANNUAL SOFTW MAINT AGREEMENT			3,499.42		
=====												
***** TOTALS:		GROSS:	3,499.42	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,499.42	=====

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,109,367.52	0.00	5,109,367.52
<b>** TOTALS **</b>	<b>5,109,367.52</b>	<b>0.00</b>	<b>5,109,367.52</b>

O P E N I T E M R E P O R T

D E T A I L

\*\* PRE-PAID INVOICES \*\*

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,109,367.52	0.00	5,109,367.52
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>5,109,367.52</b>	<b>0.00</b>	<b>5,109,367.52</b>

U N P A I D   R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	5,109,467.77
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	100.25-
<b>** UNPAID TOTALS **</b>	<b>5,109,367.52</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1398	OTHER RECEIVABLES	557,290.50CR
01 60-6122	MEDICAL/LIFE BENEFITS	208.00
01 60-6191	OTHER PERSONNEL COSTS	100.00
01 60-6233	TRUST SERVICES & BANK CHARGE	974.97
01 60-6251	LEGAL SERVICES- GENERAL	347.50
01 60-6253	LEGAL SERVICES- SPECIAL	1,965.26
01 60-6258	LEGAL NOTICES	638.00
01 60-6280	CONSULTING SERVICES	1,920.00
01 60-6290	CONTRACTUAL SERVICES	1,598.91
01 60-6514.01	TELEPHONE	99.95
01 60-6521	OFFICE SUPPLIES	378.09
01 60-6550	REPAIRS & MAINT- OFFICE EQUI	254.10
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	2,256.72
01 60-6580	COMPUTER SOFTWARE	15,163.47
01 60-6590	COMPUTER/SOFTWARE MAINTENANCE	3,499.42
01 60-6591	OTHER ADMINISTRATIVE EXPENSE	833.33
01 60-6611.01	WATER BILLING	5,572,905.00
01 60-6613	WATER CHEMICALS	5,491.64

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6614	WATER TESTING	894.32
01 60-6621	PUMPING SERVICES	1,666.00
01 60-6623	METER TESTING & REPAIRS	378.40
01 60-6624	SCADA / INSTRUMENTATION	1,477.00
01 60-6626	UNIFORMS	2,823.63
01 60-6627	SAFETY	1,792.23
01 60-6632	COR TESTING & MITIGATION	5,488.76
01 60-6633	REMOTE FACILITIES MAINTENANCE	4,082.95
01 60-6634	PLAN REVIEW- PIPELINE COMPLI	122.64
01 60-6637	PIPELINE SUPPLIES	19.32
01 60-6641	REPAIRS & MAINT- VEHICLES	1,474.73
01 60-6642	FUEL- VEHICLES	5,658.65
01 60-6851	COMPUTERS	5,417.03
01 60-6860	VEHICLES	26,728.00
	** FUND TOTAL **	5,109,367.52

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\*\* TOTAL \*\* 5,109,367.52

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

\*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	557,290.50CR
01 60	ADMINISTRATION	5,666,658.02
	** FUND TOTAL **	5,109,367.52
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	** TOTAL **	5,109,367.52

0 ERRORS  
1 WARNINGS

SELECTION CRITERIA

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VENDOR SET: 01-DUPAGE WATER COMMISSION  
 VENDOR: THRU ZZZZZZ  
 VENDOR CLASS: ALL  
 BANK CODES: Include: DISB , IL  
 1099 BOX: All  
 COMMENT CODES: All  
 HOLD STATUS: Both  
 AP BALANCE AS OF: 0/00/0000  
 ADVANCED SELECTION: YES

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ITEM SELECTION: UNPAID ITEMS  
 FUNDS: All  
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ  
 ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00

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PRINT OPTIONS:

SEQUENCE: VENDOR SORT KEY  
 REPORT TYPE: DETAIL  
 SORT TRANSACTIONS BY DATE: NO  
 G/L ACCOUNTS/PROJECTS: YES  
 ONE VENDOR PER PAGE: NO  
 ONE DEPARTMENT PER PAGE: NO  
 PRINT STUB COMMENTS: NO  
 PRINT COMMENT CODES: None  
 PRINT W/ PO ONLY: NO

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DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 8/11/2011 THRU 9/08/2011

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# DuPage Water Commission

## MEMORANDUM

TO: John F. Spatz, Jr.  
General Manager

FROM: Maureen A. Crowley *MAC*  
Staff Attorney

DATE: September 1, 2011

SUBJECT: July/August Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's September 1, 2011, invoice for services rendered during the period July 21, 2011, through August 20, 2011, and recommend it for approval. This invoice should be placed on the September 15, 2011, Commission meeting accounts payable.



July 2011/August 2011  
Laner Muchin

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
Labor Relations/Personnel	\$1,947.50	9.50	\$205.00	O'Brien (9.25 @\$205/hr.); Carren (.25 @\$205/hr.)	Collective Bargaining and Personnel Matters
	<u>\$1,947.50</u>	<u>9.50</u>	<u>\$205.00</u>		



# DuPage Water Commission

## MEMORANDUM

TO: John F. Spatz, Jr.  
General Manager

FROM: Maureen A. Crowley *mac*  
Staff Attorney

DATE: September 1, 2011

SUBJECT: June/July Services Invoice

I reviewed Holland & Knight's September 1, 2011, invoice for services rendered during the months of June and July 2011 and recommend it for approval. This invoice should be placed on the September 15, 2011, Commission meeting accounts payable.

June/July 2011  
Holland & Knight

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$147.50	0.50	\$295.00	Adams (0.5 hrs @ \$295/hr)	Audit Matters
	<u>\$147.50</u>	<u>0.5</u>	<u>\$295.00</u>		

Administration\Lists\H&K Legal Bill.xls