DuPage Water Commission

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

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, MARCH 13, 2008
7:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

I. Call to Order and Pledge of Allegiance

II. Roll Call

(Majority of the Commissioners then in office—minimum 7)

III. Public Comments (limited to 5 minutes per person)

IV. Approval of Minutes

A. Committee of the Whole Meeting of February 14, 2008

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

RECOMMENDED MOTION: To approve the Minutes of the February 14, 2008 Committee of the Whole Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session of the Committee of the Whole Meeting of February 14, 2008

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the February 14, 2008 Committee of the Whole Meeting of the DuPage Water Commission (Voice Vote).

C. Regular Meeting of February 14, 2008

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

RECOMMENDED MOTION: To approve the Minutes of the February 14, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

D. Executive Session of February 14, 2008

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the February 14, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – February 2008

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

RECOMMENDED MOTION: To accept the February 2008 Treasurer's Report (Voice Vote).

VI. Committee Reports

A. Administration Committee

- No meeting scheduled

B. Engineering & Construction Committee

1. Report of 3/13/08 Engineering & Construction Committee

2. Actions on Items Listed on 3/13/08 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 3/13/08 Finance Committee

2. Actions on Items Listed on 3/13/08 Finance Committee Agenda

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Ordinance No. O-1-08: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2007 Tax Levy for the $93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission

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

B. Resolution R-12-08: A Resolution Awarding a Contract for the Construction of Fall Protection Controls at the DuPage Pumping Station

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

C. Resolution No. R-14-08: A Resolution Amending Resolution No. R-70-07, being "A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement"

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

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

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

A. Resolution No. R-8-08: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the March 13, 2008, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

B. Resolution No. R-9-08: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Construction Work (Contract QR-8/08)

(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—2 County + 3 Muni+2=7)

C. Resolution No. R-10-08: A Resolution Approving and Accepting the Proposal of McGladrey & Pullen, LLP for Audit Services

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

D. Resolution No. R-11-08: A Resolution Approving a First Amendment to Task Order No. 20 under the Master Contract with Consoer Townsend Envirodyne Engineers, Inc.

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

E. Resolution No. R-13-08: A Resolution Approving a Second Amendment to Task Order No. 5 under the Master Contract with Greeley and Hansen LLC

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

F. Resolution No. R-15-08: A Resolution Approving a Second Amendment to the Contract between the DuPage Water Commission and Primera Engineers, LTD. for Professional Engineering Services in Connection with the Climate Control System for the Main Computer Room at the DuPage Pumping Station

(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—2 County + 3 Muni+2=7)

G. Resolution No. R-16-08: A Resolution Approving and Ratifying Certain Contract Change Orders at the March 13, 2008, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

H. Resolution No. R-17-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-3/07 at the March 13, 2008, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

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

X. Old Business

- Summary of Action Taken Since Previous Meeting

XI. New Business

A. Establishing Hearing Regarding Management Budget Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009

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

RECOMMENDED MOTION: To conduct a Hearing Regarding Management Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009 on April 10, 2008 at 7:30 P.M. (Voice Vote).

B. Approval of Purchase Order No. 10487 in the amount of $81,600.00 to Infor-Datastream

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

RECOMMENDED MOTION: To approve Purchase Order No. 10487 in the amount of $81,600.00 to Infor-Datastream (Roll Call).

XII. Accounts Payable

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $14,848.00 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

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

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

XIV. Adjournment

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

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MINUTES OF A SPECIAL COMMITTEE OF THE WHOLE MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, FEBRUARY 14, 2008 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Chairman Rathje at 6:32 P.M.

Commissioners in attendance: E. Chaplin, W. Maio, G. Mathews (by teleconference as of 7:30 P.M.), W. Mueller (by teleconference as of 7:30 P.M.), A. Poole, F. Saverino, J. Vrdolyak, D. Zeilenga, and L. Rathje

Commissioners Absent: L. Hartwig, W. Murphy, and G. Wilcox

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

General Manager Martin made a page-by page presentation on the Tentative Draft Budget for Fiscal Year 2007-2008.

On page one, General Manager Martin highlighted the proposed water rate increase as previously directed by the Board. Commissioner Poole noted a discrepancy between the summary and detail pages and noted in both locations the new water rate increase needed to be shown as effective October 1.

On page two, General Manager Martin highlighted the fund balances established by prior Board ordinances, resolutions, and policies. There being no questions on page two, General Manager Martin highlighted, on page three, the net projected sale tax revenue decrease, noting that although sales tax revenues were budgeted to increase, the elimination of the City of West Chicago from the Commission's sales tax base resulted in the net decrease.

Commissioner Maio questioned why, in the current economy, any increase in sales tax receipts was being budgeted. Financial Administrator Richter explained that the Commission historically budgeted such increases but, in response to further questioning from Commissioner Maio, Financial Administrator Richter acknowledged that he had not asked the State to provide any sales tax revenue projections for the Commission's sales taxes.

On page four, General Manager Martin highlighted the Fixed Costs to be received from Commission customers including an explanation of the calculation used to determine DuPage County's share of Fixed Costs. There being no questions on page four, General Manager Martin highlighted, on page five, a proposed 7% wage increase based upon a salary survey that he conducted of certain water utilities. General Manager Martin further noted that if the Board desired to conduct a customer salary survey, then it would be in the Commission's best interest to hire a consulting firm to gather the information and report back to the Board with the results at the April Board meeting.

Commissioner Zeilenga commented that a salary survey would only be relevant for upward or downward adjustments in base wages but that cost of living and merit

increases need not wait for the salary survey. General Manager Martin responded that the salary survey would not be directed to cost of living and merit increases but, rather, solely to base wages.

Commissioner Chaplin expressed her belief that the Administration Committee had previously directed that wages be frozen until the salary survey had been completed and discussed with the Board. After both General Manager Martin and Commissioner Zeilenga recollected only that the Administration Committee directed that the salary survey be conducted after job descriptions had been created, which were only recently completed, Commissioner Chaplin asked for the details of the preliminary survey conducted by the General Manager, including which entities were contacted and when. After General Manager Martin expressed his preference to discuss those details in Executive Session, Commissioner Chaplin questioned the wisdom of using the inflated Chicago CPI indicator for Commission cost of living increases.

Commissioner Chaplin then inquired about the hiring process for interns and how the interns would be used. General Manager Martin advised that, two years ago, the Commission hired two college students to help in the GIS Department. Commissioner Chaplin then inquired as to why such a large amount was budgeted for employee overtime pay. General Manager Martin explained that it is more economical to have the operators on alternating 4-day, 12-hour shifts (generating overtime) rather than to hire additional staff.

Commissioner Maio referred back to the hiring of interns and asked whether there are specific talents that the Commission looks for when filling these temporary positions. General Manager Martin stated that when an intern is needed, the Commission contacts Northern Illinois University to inquire as to availability and hourly rate. After noting the contingent nature of the need, availability, and hourly rate for interns and the unknown amount the Commission spent on interns previously, Commissioner Chaplin commented that the intern budget numbers was an area where budget numbers were being artificially inflated and needed to be more realistic or accurate.

With regard to the proposed salary increases, Commissioner Poole shared that the City of Naperville has a 4% wage pool, which includes both cost of living and merit increases. Commissioner Poole stated that he thought the proposed 7% increase was too high and noted that the Administrative Committee had asked, several meetings ago, for a salary survey that he had hoped would have been completed for review and comparison purposes.

Commissioner Zeilenga recommended that the Board vote on a reasonable wage increase (cost of living and merit) for all employees and if the results from the salary survey reflect an employee as being underpaid or overpaid, then his/her increase can be adjusted accordingly.

There being no further discussion on page five of the proposed Budget, General Manager Martin highlighted, on page six, the proposed addition of two new positions:

(1) a Field Maintenance Technician for the Instrumentation/Remote Facilities Department; and (2) a Supervisor for the Operations Department to continue with the development of the Asset Management Program as well as developing written operating procedures, updating Operation and Maintenance Manuals, and converting record drawings to CADD.

In response to Commissioner Maio's question, General Manager Martin explained that the Instrumentation/Remote Facilities Department currently has three field maintenance technicians and the purpose of adding another person allows for two 2-man crews which provides safety and backup for both crews. After Commissioner Maio questioned why the Asset Management, Operation and Maintenance Manual, and CADD work was not being contracted out, General Manager Martin explained that although a portion of the work would be contracted out, a person that thoroughly knows how the Commission operates its water system was needed to work with the outside consultants and that it was expected that this new position would be filled from within with an employee with many years of experience in operating the Commission's system.

Commissioner Poole stated that he was in favor of both new positions and confirmed that there have been no new positions created since 2006.

On page seven, General Manager Martin highlighted that the conservation program had been included as previously directed by the Board, and that $150,000 had been budgeted for Commissioner Poole's suggested leak detection grants, conditioned upon an approving legal opinion. Commissioner Poole expressed his support for the leak detection program but suggested avoiding the term "grant" and suggested, instead, the term "incentive" or "credit." Commissioner Maio also requested that the conservation program be renamed a "water" conservation program.

On page eight, General Manager Martin highlighted the Commission's historical reduction in insurance costs. On page nine, General Manager Martin highlighted that the major repairs and maintenance items were for the AHU in the computer room, the replacement parts on the fire alarm systems, and the roof fall protection to meet OSHA standards.

In response to Commissioner Maio's questions, General Manager Martin explained that the professional dues were mostly for individual employee memberships rather than Commission memberships, and that computer hardware is under Account Number 6851 on page 11.

On page 10, General Manager Martin highlighted the inclusion of the City of Chicago 15% rate increases as well as a slight increase in water testing costs due to the pipe loop study.

Commissioner Poole expressed his concern that if all of the safety training that is included in Account Number 6620 on page 10 is conducted, then employees might be overwhelmed and not retain much of what they've learned. Commissioner Chaplin

agreed and shared various options that she found regarding NFPA 70E electrical training, which included on-line training as well as local training offered by IBEW Local 701. General Manager Martin responded that the Commission's Safety Committee has been working very hard in developing a safety training program for compliance with OSHA standards, and Safety Coordinator Bostick commented that extensive research had been conducted on various options for electrical training, only a small part of which included NFPA 70E electrical training, but Safety Coordinator Bostick advised that he would look into any programs offered by IBEW Local 701. Safety Coordinator Bostick added, however, that staff preferred the cradle to grave programs offered at Joliet Junior College, which included "practical" aspects using Commission equipment as well as formalized testing to ensure employees were effectively trained.

In response to Commissioner Chaplin's question concerning why so many employees needed to be trained in electrical safety, General Manager Martin responded that contractors are only used for high voltage projects and that certain employees are expected to complete all other electrical maintenance tasks. General Manager Martin further explained that even though the funds allocated for the safety training may look high, it doesn't necessarily mean that all the funds will be used within the year. Commissioner Chaplin replied, and Commissioner Poole agreed, that safety training seemed to be another area where budget numbers were being artificially inflated and needed to be more realistic or accurate.

Commissioner Poole asked how much longer the corrosion program will take, noting the program constituted the largest maintenance item and the Commission has spent almost double what was budgeted last year. General Manager Martin responded that the corrosion program is a long-term project and that after the first five years of testing and corrective protection is completed, 1/3rd of the Waterworks System will be surveyed every year to verify the continuing effectiveness of corrosion protection. Commissioner Poole questioned why the program was included in the Five Year Capital Improvement Plan yet budgeted under maintenance. Commissioner Maio agreed that corrosion program expenses were appropriately budgeted as maintenance and was not concerned that the program was included in the Five Year Capital Improvement Plan because it was clearly labeled as a maintenance project in the plan.

Commissioners Mathews and Mueller joined the meeting by teleconference as of 7:30 P.M.

There being no further questions on page 10, General Manager Martin highlighted, on page 11, the proposed computer and vehicle purchases. In response to Commissioner Maio's suggestion, General Manager advised that he would be developing a vehicle replacement policy that will include a breakdown of different criteria based on vehicle usage. Commissioner Maio suggested, and Commissioner Zeilenga agreed, that 125,000 miles and 10-years of age should generally be the minimum criteria for replacement.

Commissioners Chaplin and Zeilenga asked for specifics relating to the purchase of new office furniture. General Manager Martin responded that the office furniture refers to replacement of various items in the large meeting conference room, which consists of new chairs, tables, carpeting, and the installation of electrical wires trenched underneath the carpet.

On page 12, General Manager Martin noted the entries were reserved for depreciation, and on pages 13 and 14 General Manager Martin noted the Five Year Capital Improvement Plan projects as previously approved by the Board. After clarifying that there was no separate contingency item associated with the Five Year Capital Improvement Plan projects, Commissioner Maio suggested eliminating the word "contingency" from the narrative heading.

Commissioner Chaplin then referred to the Tuition Reimbursement Program and asked what the policy is based on and requested that the current policy be provided for review by the Administration Committee. General Manager Martin stated that the current policy states that eligible employees need to be employed with the Commission for a least two years after course completion to avoid having to pay back amounts received, and reimbursement is based on obtaining a "C" grade or better.

After noting that for the last three meetings the General Manager has called for a Committee of the Whole, rather than for standing committees, to discuss various issues relating to the proposed Budget and Five Year Capital Improvement Plan, Commissioner Maio suggested it was time to get back to the standing committee structure, in keeping with the Board's consensus and previous unanimous vote on the issue, which would better prepare staff for discussion during regular Board meetings.

EXECUTIVE SESSION

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

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

Nays: None

Absent: L. Hartwig, W. Murphy, and G. Wilcox

The Board went into Executive Session at 7:45 P.M.

Due to teleconferencing difficulties, Commissioners Mathews and Mueller were disconnected from the executive session meeting at 8:00 P.M.

Commissioner Maio left Executive Session at 8:16 P.M.

Commissioner Poole left Executive Session at 8:21 P.M.

Commissioner Maio returned to Executive Session at 8:24 P.M.

Commissioner Poole returned to Executive Session at 8:25 P.M.

Commissioner Saverino moved to come out of Executive Session at 8:30 P.M. Seconded by Commissioner Maio and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Maio moved to adjourn the meeting at 8:32 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DRAFT

MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 14, 2008
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS

The meeting was called to order by Chairman Rathje at 8:35 P.M.

Commissioners in attendance: E. Chaplin, W. Maio, G. Mathews (by teleconference), W. Mueller (by teleconference), A. Poole, F. Saverino, J. Vrdolyak, D. Zeilenga, and L. Rathje

Commissioners Absent: L. Hartwig, W. Murphy, and G. Wilcox

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

Chairman Rathje presented Ross Christopher Bostick with a 15 year anniversary recognition certificate.

Chairman Rathje presented Rocky Ellingsworth with a 15 year anniversary recognition certificate.

PUBLIC COMMENTS

Rose Herlien, 4700 Fairview, Downers Grove, Illinois expressed her concern with the increase in water rates. Ms. Herlien questioned conserving water when her residence is being charged for 2 units of water but is only using 1 unit of water and further stated that she might as well let her water run since she's being charge for the extra unit.

Laurel Bowen, 829 Clyde Drive, Downers Grove, Illinois read the following prepared statement:

> "I understand that the City of Chicago is raising DuPage County's water rates. I called and spoke with Mr. Martin on Friday, January 25, 2008 to learn how this Commission would respond to the increase. I must say that I was quite surprised by the unprofessional and suspicious, or protective manner, in which Mr. Martin responded to my questions.
>
> My concerns are varied and important for your consideration, as you certainly wield critical control over our personal utility cost. Therefore, it is important to know what financial impact this rate increase and capital improvement plan will have on the residents of DuPage County.
>
> I know that my water rate has increased in the past without Chicago having raised their rate to DuPage County.
>
> Mr. Martin told me that DuPage County has never received a rate increase before. Just last year you handed out a generous rebate to municipalities. That rebate was never going to the end user – the

resident. Please reconsider doling out any future rebates to the municipalities when a rate decrease would be more judicious.

I am quite concerned that the so-called need for capital improvements, as Mr. Martin explained as another justification for the rate increase, is truly too broad in scope.

- Just how necessary are these improvements? and
- What is stimulating this need for so many projects all at the same time?

I, and others, question whether it is wise to invest so much money in electrical generation and the other items in this plan. We have never lost water service in our life. We lost our power in Downers Grove in the summer one year for nearly a week **and our water service never stopped.**

Commissioners, I ask each one of you, how many times has the DuPage Water Commission **NOT** been able to provide water service to your customers?

A more important question must be asked and that is, what is driving this plan/project?

These enormous costs will most certainly and significantly drive up our personal water rates. How many capital project plans in the past have included projects of this magnitude?

We want you to perform maintenance and repair of the system, but your seemingly lavish plans seem both unnecessary and not warranted and, therefore, unjustifiable."

Ms. Bowen then made several concluding remarks, first noting her disappointment that she was not able to voice her concerns during the Committee of the Whole meeting regarding water rate increases which was an item the Board briefly discussed; questioning second, on behalf of a Prairie Drive resident, whether any federal funds are available to the Commission; questioning third why utility customers received a rebate from the Commission in 2007 and now face a water rate increase in the fall of 2008; questioning fourth the proposed 7% wage increases when *Cranes* and *The Wall Street Journal* report a 3% national average; and fifth, and finally, expressing confusion as to why employees that have reached their 15 year anniversary of service are still in need of training and suggesting better budgeting prioritization going forward.

APPROVAL OF MINUTES

Commissioner Mueller moved to approve the Minutes of the January 10, 2008 Committee of the Whole Meeting of the DuPage Water Commission. Seconded by Commissioner Vrdolyak and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the January 10, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Maio moved to approve the Minutes of the January 24, 2008 Special Meeting of the DuPage Water Commission. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of January 2008 which showed receipts of $5,416,198.00, disbursements of $3,943,272.00, and a cash and investment balance of $89,225,508.00.

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

All voted aye. Motion carried.

Commissioner Chaplin left the meeting at 8:50 P.M.

COMMITTEE REPORTS

Committee of the Whole

None

Administration Committee

No meeting

Engineering & Construction Committee

No meeting

Finance Committee

No meeting

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

Ayes: W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: E. Chaplin, L. Hartwig, W. Murphy, and G. Wilcox

Item 1: Resolution No. R-5-08: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission—"Majority Omnibus Vote"

Item 2: Resolution No. R-6-08: A Resolution Authorizing the Electronic Transfer of Funds for the Direct Deposit of Commissioner and Treasurer Compensation, for the Payment of State of Illinois Withholding Taxes through the Electronic Federal Tax Payment System, and for the Remittance of Employee Contributions under the Commission's Deferred Compensation Plan and Approving and Authorizing the Execution of any Agreements Required in Connection Therewith—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: W. Maio, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: E. Chaplin, L. Hartwig, W. Murphy, and G. Wilcox

Item 1: Resolution No. R-2-08: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the February 14, 2008, DuPage Water Commission—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-3-08: A Resolution Approving and Ratifying Certain Contract Change Orders at the February 14, 2008, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-4-08: A Resolution Approving a First Amendment to Task Order No. 5 under a Master Contract with Greeley and Hansen LLC—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-7-08: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Westin Engineering, Inc. at the February 14, 2008, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Commissioner Chaplin returned to the meeting at 8:52 P.M.

OLD BUSINESS

None

NEW BUSINESS

Due to the lateness of the hour, Chairman Rathje changed the order of New Business Agenda Items to consider the distribution of the Tentative Draft Management Budget for Fiscal Year 2008 – 2009 before the presentation on the status of the Asset Management Program.

Commissioner Saverino moved to direct staff to distribute the Tentative Draft Management Budget for Fiscal Year 2008 – 2009 as presented to the Commission's customer utilities. Seconded by Commissioner Poole.

Before the vote was called, General Manager Martin quickly went through the Budget, page by page, asking the Board if any changes were desired.

Commissioner Zeilenga moved to amend Commissioner's Saverino's motion by deleting the words "as presented" and inserting the phrase "as revised to include a wage pool for cost of living and/or merit increases for existing employees, to be calculated based upon the product resulting from multiplying the current base salary of the Commission's 34 current employees by 4.5% and to be distributed at the discretion of the General Manager" at the end of the motion. Seconded by Commissioner Poole.

After Financial Administrator Richter confirmed that the proposed wage pool would approximate $106,000, Commissioner Zeilenga's motion to amend Commissioner Saverino's motion was unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: L. Hartwig, W. Murphy, and G. Wilcox

After General Manager Martin confirmed that no vehicle purchases would be made until a vehicle replacement policy had been adopted by the Board, that the designation of the "conservation program" in the draft Budget would be changed to "water conservation program," and that the reference to "contingency" in the Five year Capital Improvement Plan portion of the draft Budget would be eliminated, the amended motion to direct staff to distribute the Tentative Draft Management Budget for Fiscal Year 2008 – 2009 to the Commission's customer utilities as revised to include a wage pool for cost of living and/or merit increases for existing employees, to be calculated based upon the product resulting from multiplying the current base salary of the Commission's 34 current employees by 4.5% and to be distributed at the discretion of the General Manager was unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: L. Hartwig, W. Murphy, and G. Wilcox

Due to the lateness of the hour, Chairman Rathje deferred the presentation on the status of the Asset Management Program to a later date.

ACCOUNTS PAYABLE

Commissioner Mathews moved to approve the Accounts Payable in the amount of $86,117.72 subject to submission of all contractually required documentation. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: L. Hartwig, W. Murphy, and G. Wilcox

EXECUTIVE SESSION

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

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

Nays: None

Absent: L. Hartwig, W. Murphy, and G. Wilcox

The Board went into Executive Session at 9:07 P.M.

Commissioner Zeilenga moved to come out of Executive Session at 9:45 P.M. Seconded by Commissioner Maio and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Maio moved to adjourn the meeting at 9:46 P.M. Seconded by Commissioner Mathews and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0802.doc

DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
February 29, 2008

	CURRENT MONTH			YEAR TO DATE		
REVENUE	FY 2008	FY 2007	INC - (DEC)	FY 2008	FY 2007	INC - (DEC)
WATER SALES (NOTE 1)	$ 3,691,902	2,979,378	712,524	29,546,647	37,481,177	(7,934,530)
SALES TAX	3,034,676	2,958,015	76,661	26,783,255	30,187,379	(3,404,124)
INVESTMENT INCOME	98,390	354,519	(256,129)	1,173,725	4,601,116	(3,427,391)
OTHER INCOME	-	-	-	-	132	(132)
TOTAL REVENUE	6,824,968	6,291,912	533,056	57,503,627	72,269,804	(14,766,177)
EXPENDITURES						
PERSONAL SERVICES	327,224	267,709	59,515	3,011,754	2,537,743	474,011
PROFESSIONAL SERVICES	44,516	39,143	5,373	229,507	164,268	65,239
CONTRACTUAL SERVICES	2,027	525	1,502	209,891	309,680	(99,789)
INSURANCE	16,493	7,541	8,952	73,738	690,398	(616,660)
WATER SUPPLY COSTS (NOTE 2)	4,152,128	3,356,923	795,205	37,591,976	41,566,339	(3,974,363)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	14,072,937	16,078,513	(2,005,576)
LAND AND RIGHT OF WAY	-	-	-	-	100	(100)
CAPITAL EQUIPMENT PURCHASES	502,319	16,591	485,728	2,409,838	2,000,421	409,417
TOTAL EXPENDITURES	5,044,707	3,688,432	1,356,275	57,599,641	63,347,462	(5,747,821)
REBATES	-			40,000,000	-	
TRANSFER TO OTHER GOVERNMENTS	-	-		15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	1,780,261	2,603,480	(823,219)	(55,096,014)	(6,077,658)	(9,018,356)

FUNDS CONSIST OF:	February 29, 2008	February 28, 2007	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	692,714	126,286	566,428
CASH AT HARRIS BANK	22,960	63,674	(40,714)
TOTAL CASH	724,000	198,286	525,714

	February 29, 2008	February 28, 2007				% CHANGE
ILLINOIS FUNDS MONEY MARKET	25.04%	40.68%	22,679,083	60,746,078	(38,066,995)	-62.7%
ILLINOIS FUNDS PRIME FUND	19.95%	18.10%	18,071,524	27,019,223	(8,947,699)	-33.1%
GOVERNMENT MONEY MARKET FUNDS	14.79%	8.41%	13,391,381	12,547,942	843,439	6.7%
U. S. TREASURY INVESTMENTS	10.96%	15.06%	9,924,154	22,477,789	(12,553,635)	-55.8%
U. S. AGENCY INVESTMENTS	0.00%	0.00%	-	-	-	0.0%
CERTIFICATES OF DEPOSIT	29.26%	17.75%	26,500,000	26,500,000	-	0.0%
TOTAL INVESTMENTS	100.00%	100.00%	90,566,142	149,291,032	(58,724,890)	
TOTAL FUNDS			91,290,142	149,489,318	(58,199,176)	
UNRESTRICTED FUNDS			36,883,640	86,302,817	(49,419,177)	
RESTRICTED FUNDS			54,406,502	63,186,501	(8,779,999)	
TOTAL FUNDS			91,290,142	149,489,318	(58,199,176)	

NOTE 1 - REDUCED WATER SALES DUE TO REDUCED WATER RATE FOR FY 2008
NOTE 2 - INCREASED WATER SUPPLY COSTS DUE TO CITY OF CHICAGO RATE INCREASE EFFECTIVE JANUARY 1, 2008

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Finance
ITEM	An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2007 Tax Levy for the $93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission Ordinance No. O-1-08	**APPROVAL**	

The Commission has on hand funds sufficient to provide for payment of principal and interest on the Commission's outstanding General Obligation Bonds up to and including March 1, 2009. As a result, there is no need for the property tax levy previously made by the Commission to pay for such debt service and Ordinance No. O-1-08 would therefore fully abate the 2007 tax levy.

MOTION: To approve Ordinance No. O-1-08.

DRAFT

DuPAGE WATER COMMISSION

ORDINANCE NO. O-1-08

AN ORDINANCE OF THE DuPAGE WATER COMMISSION,
COUNTIES OF DuPAGE, COOK AND WILL, ILLINOIS,
ABATING THE 2007 TAX LEVY FOR THE $93,970,000 GENERAL
OBLIGATION WATER REFUNDING BONDS, SERIES 2001, OF THE COMMISSION

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

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

B. Section 9 of the Bond Ordinance, as amended by the Bond Order dated as of August 23, 2001, sets forth a tax levy for the payment of interest on and principal of the Bonds up to and including March 1, 2009, in the amount of $13,116,900.00. The taxes so levied constitute a portion of the "Pledged Taxes" as defined in the Bond Ordinance.

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

D. In accordance with the procedures set forth in said Section 13, the Board intends now to abate the levy of Pledged Taxes for the year 2007 (the "2007 Levy").

E. The Commission has on hand and lawfully available the sum of $13,116,900.00 derived from sales taxes and other lawfully available funds sufficient to provide for payment of interest on and principal of the Bonds due up to and including March 1, 2009.

F. Sufficient funds are available for the purpose of fully abating the 2007 Levy.

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

Section 1. Incorporation of Preambles

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

Section 2. Abatement Declarations

A. The Board hereby declares and determines that the amounts of funds available from lawfully available sources ("Available Funds") to enable the abatement of the 2007 Levy is not less than $13,116,900.00.

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

C. From the Available Funds, the Treasurer of the Commission is hereby authorized and directed to deposit a sum sufficient to pay the interest on and principal of the Bonds due up to and including March 1, 2009, into the Bond Fund as soon as possible, without further order or direction from the Board; and upon performing each of said acts, the Treasurer shall officially notify the Clerk of the Commission.

D. The entire 2007 Levy in the amount of $13,116,900.00 is hereby abated.

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

Counties of DuPage, Cook and Will; and such filing shall constitute full and proper authority for said County Clerks to abate the 2007 Levy.

Section 3. County Clerks to Abate

Upon the filing of this abatement ordinance, the County Clerks as aforesaid shall completely abate the 2007 Levy.

Section 4. Superseder and Effective Date

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008

_____
Chairman, DuPage Water Commission
Counties of DuPage, Cook and Will,
Illinois

ATTEST:

_____
Clerk

RECORDED in Commission Records:_____

ATTEST:

_____
Clerk

Board/Ordinances/O-1-08.doc
O-1-08 Certificate

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction / Safety Coordinator
ITEM	A Resolution Awarding a Contract for the Construction of Fall Protection Controls at the DuPage Pumping Station Resolution No. R-12-08	**APPROVAL**	

Account Number: 01-60-6560

29 CFR 1926 OSHA Subpart M Fall Protection and 29 CFR 1910 OSHA Subpart D Walking-Working Surfaces require employers to provide fall protection systems when their employees are exposed to unprotected sides or edges that are greater than six (6) feet above a lower level. Employers are also required to guard every open-sided floor or platform four (4) feet or more above a lower level with a standard railing on all exposed sides and to guard every skylight floor opening and hole with either a standard skylight screen meeting certain minimum loading requirements or a fixed standard railing on all exposed sides. Commission employees are routinely exposed to unprotected edges to a lower level between 16 to 32 feet and to skylight screens that the manufacturer has verified do not meet the minimum loading requirements when performing maintenance on the roofs of the Pumping Station and Chlorination Buildings. As such, the Commission retained the services of an engineer to develop the most cost effective, feasible, and OSHA-compliant fall protection controls for work at these buildings, and staff now desires to proceed with their installation.

On February 1, 2008, in accordance with the purchasing procedures of the Commission's By-Laws, the Commission advertised for bids on a Contract for the Construction of Fall Protection Controls at the DuPage Pumping Station in the Daily Herald, the Dodge Report, and the Commission's website in addition to sending invitations to ten local roofing contractors. Sealed bids were received until 1:00 p.m., local time, February 27, 2008, at which time all bids were publicly opened and read aloud.

Of the three proposals received (see tabulation below), the proposal of Roofs, Inc. was the most favorable to the interests of the Commission. The Engineer's estimate was $175,000.00.

Roofs, Inc.	$107,650.00
Olsson Roofing Company, Inc.	$136,789.00
Bullseye Contractors, LLC	$148,000.00

MOTION: To approve Resolution No. R-12-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION R-12-08

A RESOLUTION AWARDING A CONTRACT
FOR THE CONSTRUCTION OF FALL PROTECTION CONTROLS
AT THE DuPAGE PUMPING STATION

WHEREAS, sealed bids for a Contract for the Construction of Fall Protection Controls at the DuPage Pumping Station were received on February 27, 2008; and

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

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

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

SECTION TWO: The DuPage Water Commission hereby awards a Contract for the Construction of Fall Protection Controls at the DuPage Pumping Station to Roofs, Inc., in the amount of $107,650.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Bid Package that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-12-08.doc

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Amending Resolution No. R-70-07, being "A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement" Resolution No. R-14-08	**APPROVAL**	

Account Number: 01-60-6612.01

The Commission's current electric power supply agreement expires on March 26, 2008. Pursuant to Resolution No. R-70-07, the Commission selected four suppliers from among seven that submitted proposals (Ameren Energy Marketing, Exelon Energy, Integrys Energy Services, and MidAmerican Energy) as best able to meet the Commission's electric supply needs. Resolution No. R-70-07 also pre-approved the form of the new electrical supply agreement to be entered into between the Commission and any one of the four pre-approved suppliers and authorized the General Manager to enter into an agreement with any one of the pre-approved suppliers so long as (a) the energy price component of the total electric cost did not exceed 5.70 cents per kWh and (b) the length of service did not exceed 36 months.

This pre-approval and grant of discretionary authority was designed to enable staff to move quickly within the electric marketplace to obtain the lowest market supply price, taking into account seasonally differentiated prices and/or on and off peak daily prices, when market conditions improved. However, market conditions have not improved and, as a result, staff is requesting to increase the not-to-exceed cost limit on the General Manager's authority with respect to the energy price component of the total electric cost so that staff can lock in a price before conditions worsen.

Resolution No. R-14-08 would increase the not-to-exceed cost limit on the General Manager's authority with respect to the energy price component of the total electric cost from 5.70 cents per kWh to 7.20 cents per kWh.

MOTION: To approve Resolution No. R-14-08.

DuPAGE WATER COMMISSION **DRAFT**

RESOLUTION NO. R-14-08

A RESOLUTION AMENDING RESOLUTION NO. R-70-07, BEING "A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A NEW ELECTRICAL SUPPLY AGREEMENT"

WHEREAS, pursuant to Resolution No. R-70-07, being "A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement," the Commission pre-approved four electric power suppliers and the form of the new electrical supply agreement to be entered into between the Commission and a pre-approved supplier ("Resolution No. R-70-07"); and

WHEREAS, Resolution No. R-70-07 also authorized the General Manager to enter into an agreement with any one of the pre-approved suppliers so long as (a) the energy price component of the total electric cost did not exceed 5.70 cents per kWh and (b) the length of service did not exceed 36 months; and

WHEREAS, the Commission desires to increase the not-to-exceed cost limit on the General Manager's authority with respect to the energy price component of the total electric cost so that a price can be locked in before conditions in the electric market worsen;

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

SECTION ONE: Effective as of the effective date of this Resolution, Section Three and Section Four of Resolution No. R-70-07 shall be, and they hereby are, amended by (i) deleting all references to "5.70 cents per kWh" in said Sections Three and Four and (ii) substituting a reference to "7.20 cents per kWh" in their place.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-14-08.doc

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the March 13, 2008, DuPage Water Commission Meeting Resolution No. R-8-08	**APPROVAL**	

Account No.: Task Order No. 21 (01-60-6631)

The Commission entered into a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-8-08 would approve the following Task Orders to the Master Contract:

Task Order No. 21: Evaluation of Remedial Measures to Eliminate Potential Conflicts with Commission Facilities—75th and Washington Streets, Naperville.

The City of Naperville and the DuPage County Division of Transportation are currently developing plans for certain improvements designed to improve the flow of both vehicular and pedestrian traffic at the intersection of 75th and Washington Streets. The proposed improvements include roadway and bridge widening, improvements to the existing drainage system, an underground pedestrian tunnel, and retaining wall construction.

The Commission maintains a 30" diameter concrete watermain, plus several valve vaults and C.P. test stations, along and within the 75th Street limits of improvement. Based upon a cursory review of the incomplete "Pre-Final" plans the Commission received on February 6, 2008, it appears that there is at least one potentially significant conflict between the Commission's facilities and the improvements proposed by the City: A conflict between the Commission's existing 30" diameter watermain and a proposed pedestrian underpass crossing at Washington Street, which proposed pedestrian underpass crossing would have had little or no impact on Commission facilities if it had been located along an alignment the City presented to the Commission at an April 2005 meeting.

Approval of this Task Order would authorize CTE to perform a complete and thorough review of the Final Contract Plans for the project as soon as they are available in order to identify all potential conflicts between the proposed improvements and existing Commission facilities and to recommend remedial measures to eliminate identified conflicts, at a cost not to exceed $11,500.00.

MOTION: To approve Resolution No. R-8-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-8-08

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE MARCH 13, 2008, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-8-08.doc

EXHIBIT 1

TASK ORDER NO. 21

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

1. **Project Title**:

   Evaluation of Remedial Measures to Eliminate Potential Conflicts with Commission Facilities—75th and Washington Streets, Naperville

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

   Review plans and specifications for a project to widen 75th and Washington Streets in the City of Naperville, identify potential conflicts between the proposed improvements and existing Commission facilities, and recommend remedial measures to eliminate identified conflicts.

3. **Services of Consultant**:

   A. Basic Services:

      1. Review and analyze available data and site conditions.

      2. Determine if existing Commission facilities are in conflict with the proposed improvements and provide comparative studies of prospective solutions.

      3. For each of the alternatives studied, prepare a site plan and a section drawing.

      4. For each of the alternatives studied, identify the permits, if any, that may be required. Also, identify any problems and/or difficulties that may be encountered.

      5. Upon completion of the study, prepare a report including such graphs, tables, drawings, and text as are necessary to describe each of the alternatives studied and the conclusions reached. The report should also include a summary of pertinent facts, including an opinion of probable cost for each alternative studied and a recommended course of action based upon the results of the alternatives studied.

      6. Provide five copies of a draft report for review and approval by Owner and review them in person with Owner.

      7. Revise the draft report in response to Owner's comments and provide twenty-five copies of the final report to Owner.

B. Additional Services:

None

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

None

5. **Commencement Date**:

March 14, 2008

6. **Completion Date**:

April 8, 2008, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

7. **Submittal Schedule**:

None

8. **Key Project Personnel**:

None

9. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed $11,500.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

10. **Payments**:

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

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

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

11. **Modifications to Contract**:

None

12. **Attachments**:

None

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

The Effective Date of this Task Order is March 14, 2008.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Edward Kazmierczak
Title:	Pipeline Supervisor
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	kazmierczak@dpwc.org
Phone:	(630) 834-0100
Fax:	(630) 834-0120

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Construction Work (Contract QR-8/08) Resolution No. R-9-08	**APPROVAL**	

Account Number: 01-60-6631

The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders (Contract QR-7/05). Contract QR-7/05 expires June 30, 2008, and staff desires to continue to retain stand-by contractors to perform construction work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-9-08 would authorize the advertisement for bids on Contract QR-8/08 for quick response construction work through June 30, 2011, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.

MOTION: To approve Resolution No. R-9-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-9-08

A RESOLUTION DIRECTING ADVERTISEMENT
FOR BIDS ON A CONTRACT FOR
QUICK RESPONSE CONSTRUCTION WORK
(Contract QR-8/08)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Quick Response Contract — QR-8/08" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contracts. The Commission will award one or more Contracts to a bidder or bidders whose proposal is found to be in the best interests of the Commission. The bidder(s) who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance bonds shall be subject to the requirements set forth under the subheading "Bonds" in the Invitation for Bids attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-9-08.doc

EXHIBIT A

DuPAGE WATER COMMISSION
CONTRACT QR-8/08
QUICK RESPONSE CONTRACT

INVITATION FOR BIDS

1. Bid Opening

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, _____, 2008, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response construction work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. Bid Security and Bonds

(a) Bid Security. A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, in the amount of Fifty Thousand Dollars ($50,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds.

(b) Bonds. A Performance Bond and a Labor and Material Payment Bond from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide will be required upon award of the Contract to the successful bidder or successful bidders, each in the penal sum of One Hundred Thousand Dollars ($100,000.00).

3. The Commission and Its Waterworks System

The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, which delivers the water to the Commission in the City of Chicago, and the water is transported from the City of Chicago to and throughout the DuPage County area. A general map depicting the Commission's Waterworks System is included as an Appendix to the Contract Documents.

4. The Work

A general description of the Work for which the Commission is inviting bids by this Invitation is as follows:

The work consists of furnishing all materials, tools, appliances, methods, labor, equipment, supplies, transportation, services and other items and facilities as needed to perform construction work related to the Commission's Waterworks System at any time from the date of execution of the Contract Agreement through June 30, 2011. Construction work includes, without limitation, construction, alteration and repair that the Commission is unable to perform through its own personnel and with its own equipment, as determined by the Commission in its sole and absolute discretion.

5. **Time of Commencement and Completion**

All Work required by a Work Authorization Order issued in accordance with the Contract Documents shall be commenced within the time set forth in such Work Authorization Order and diligently and continuously prosecuted to completion. The time of beginning, rate of progress and time of completion is of the essence.

6. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein:

A. the Invitation for Bids;

B. the General Instructions to Bidders;

C. the Work Authorization Order(s), if any;

D. the General Conditions of Contract;

E. the Specifications, and the Contract Drawings, if any;

F. the Bidder's Proposal, including the Work History Statement; and

G. the Contract Agreement.

The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of $25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional $10.00 per set to cover postage and handling.

DATED this _____ day of _____, 2008.

DuPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

1. Examination of Contract Documents

(a) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Bidder's Proposal including the Work History Statement, Contract Agreement, Work Authorization Orders, if any, General Conditions, Specifications, Drawings, if any, and all Addenda thereto, all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(b) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right, in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied pipe and appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. A general listing of the pipe and appurtenances currently owned and stored by the Commission is attached to the Contract Documents as an Appendix. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(c) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(d) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

3. Prevailing Wages

In accordance with "An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in any Public Works by the State, County, City or any Public Body or any Political Subdivision or by any one Under Contract for Public Works," 820 ILCS 130/1 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

Any other applicable taxes, including without limitation employment taxes (F.I.C.A, Federal Unemployment Compensation taxes, State Unemployment Compensation taxes, etc.), shall be incidental to, and included within, the rates and fees stated in proposals.

5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

(a) Individuals. Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.

(b) Partnerships. Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.

(c) Corporations. Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: _____." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.

(d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

7. **Bid Security**

(a) Deficiencies. Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the Invitation for Bids, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) Return of Bid Securities. Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) Liquidated Damages. If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

(i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute bonds in the form included with the Contract Documents upon award of the Contract to the bidder.

(ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the

consent of the Commission for a period of sixty (60) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the sixty (60) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the sixtieth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges that the Commission is subject to the Illinois Freedom of Information Act 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. **Qualification of Bidders**

(a) Factors. Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) Most Favorable Bidders. A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination

shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. Disqualification of Bidders

(a) More Than One Proposal. More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) Collusion. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

(i) the proposal does not contain a price for each pay item requested,

(ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,

(iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,

(iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or

(v) if the proposal is prepared with other than ink or typewriter.

If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. Award of Contract

(a) Reservation of Rights. The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) Offers. All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within sixty (60) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the annulment of any award, that may delay an award or subsequent award beyond the sixty (60) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. Effective Date of Award

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

17. Penalty for Collusion

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, collided with any other party or parties, then the successful bidder and its sureties shall be liable to the

Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

18. **Closing**

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within ten (10) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

19. **Failure to Close**

(a) Annulment of Award. Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) Subsequent Awards. Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

20. Time of Starting and Completion

(a) Commencement. Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) Completion. Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Work," of the Bidder's Proposal.

(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

21. Non-Discrimination

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq., and the provisions of 775 ILCS 10/1 et seq. as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part hereof.

DATE: March 7, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Finance
ITEM	A Resolution Approving and Accepting the Proposal of McGladrey & Pullen, LLP for Audit Services Resolution No. R-10-08	**APPROVAL**	

Account No.: 01-60-6260

Resolution No. R-10-08 would approve and accept the proposal of McGladrey & Pullen, LLP, dated February 27, 2008, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2008, for a total cost of $58,000.

MOTION: To approve Resolution No. R-10-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-10-08

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

WHEREAS, on February 28, 2008, the DuPage Water Commission received a proposal from McGladrey & Pullen, LLP, dated February 27, 2008, for the continuation of audit services through the audit for the fiscal year ending April 30, 2008; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to continue the services of McGladrey & Pullen, LLP to perform the annual audit of the Commission's financial statements for the fiscal year ending April 30, 2008;

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

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

SECTION TWO: The proposal of McGladrey & Pullen, LLP, dated February 27, 2008, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2008, for a total cost of $58,000, shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-10-08.doc

McGladrey & Pullen

Certified Public Accountants

February 27, 2008

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20 North Martingale Rd., Ste. 500
Schaumburg, IL 60173-2420
O 847.517.7070 F 847.517.7067
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Board of Commissioners
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

Attention: Max Richter, Financial Administrator

This letter is to explain our understanding of the arrangements for the services we are to perform for the DuPage Water Commission (Commission) for the year ending April 30, 2008. We ask that you either confirm or amend this understanding.

Audit Services

We will perform an audit of the Commission's basic financial statements as of and for the year ended April 30, 2008. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

An audit of financial statements also includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to you and to management any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the Board of Commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

The funds that you have told us are maintained by the Commission and that are to be included as part of our audit is the water fund (enterprise fund).

DuPage Water Commission's Responsibilities

Management is responsible for the financial statements, including adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any

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uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

The Commission agrees that our report on the financial statements will not to be included in an official statement or other document involved with the sale of debt instruments without our prior consent. Additionally, if the Commission intends to publish or otherwise reproduce the financial statements and/or make reference to us or our audit, you agree to provide us with printer's proofs or a master for our review and consent before reproduction and/or release occurs. You also agree to provide us with a copy of the final reproduced material for our consent before it is distributed or released. Our fees for any additional services that may be required under our quality assurance system as a result of the above will be established with you at the time such services are determined to be necessary. In the event our auditor/client relationship has been terminated when the Commission seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the Commission agrees it will compensate McGladrey & Pullen, LLP for any additional costs incurred as a result of the employment of a partner or professional employee of McGladrey & Pullen, LLP.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by organization personnel, including the preparation of schedules and analyses of accounts has been discussed and coordinated with Max Richter. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Terms of our Engagement

The Commission hereby indemnifies McGladrey & Pullen, LLP and its partners, principals, and employees and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Commission's management, regardless of whether such person was acting in the Commission's interest. This indemnification will survive termination of this letter.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed $58,000, unless the scope of the engagement is changed, the assistance which the Board has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by the Commission or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Commission, the Commission will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If circumstances arise relating to the conditions of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

This letter constitutes the complete and exclusive statement of agreement between McGladrey & Pullen, LLP and the Commission, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report (and applicable letter of comment is enclosed for your information.

If this letter defines the arrangements as the Commission understands them, please sign and date the enclosed copy, and return it to us.

McGladrey & Pullen, LLP

Joseph J. Evans, Partner

Confirmed on behalf of the DuPage Water Commission:

_____

_____, _____

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving a First Amendment to Task Order No. 20 under the Master Contract with Consoer Townsend Envirodyne Engineers, Inc. Resolution No. R-11-08	**APPROVAL**	

Account Number: 01-60-6633

The Commission entered into a master contract with Consoer Townsend Envirodyne Engineers, Inc. dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-72-07, the Commission approved Task Order No. 20 to the Master Contract authorizing CTE, at a cost not-to-exceed $11,200.00, to prepare specifications for the replacement of motor operated valve actuators at four standpipes and at four remotely operated valve locations with obsolete actuators.

The original scope of work did not include preparation of specifications for the purchasing of the actuators other than to use an EIM motorized actuator similar to those that exist at all other locations in the Commission's system with motor-operated valves. During the site visits to investigate the installation requirements, it became apparent that operating parameters for the actuators needed to be specified specifically for each location. In addition, it was decided to incorporate the replacement of a malfunctioning 24" butterfly valve at standpipe 4W. The additional scope of work would increase the not-to-exceed cost limit on the services by $3,130.00, for a total not-to-exceed cost limit of $14,330.00, and would required a two-month time extension to the end of March.

MOTION: To approve Resolution No. R-11-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-11-08

A RESOLUTION APPROVING A FIRST AMENDMENT TO TASK ORDER NO. 20 UNDER THE MASTER CONTRACT WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

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

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

WHEREAS, pursuant to Resolution No. R-72-07, the Commission approved Task Order No. 20 to the Master Contract to prepare specifications for the replacement of motor operated valve actuators at four standpipes and at four remotely operated valve locations with obsolete actuators; and

WHEREAS, the Commission and the Consultant desire to amend Task Order No. 20 to the Master Contract to add additional design services to the scope of services, to extend the completion date for the services to be provided, and to increase the not-to-exceed cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed,

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

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 20 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 20 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-11-08.doc

EXHIBIT 1

FIRST AMENDMENT TO
TASK ORDER NO. 20

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree to amend, effective as of March 14, 2008, Task Order No. 20 to the Contract for the Valve Actuator Upgrade project ("Task Order No. 20") as follows:

1. Description and Scope of the Project:

Section 2, entitled "Description and Scope of the Project," of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Section 2 shall hereafter be and read as follows:

"**2. <u>Description and Scope of the Project:</u>**

Prepare specifications for the purchasing and replacement of the motor operated valve actuators at Owner's four standpipes and at the four remotely operated valve (ROV) locations with obsolete actuators, including site specific operating parameters for each of the actuators. Include specifications for the replacement of one 24" butterfly valve used for isolation of standpipe 4W at the same time the actuator is replaced."

2. Completion Date:

Section 5, entitled "Completion Date," of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Section 5 shall hereafter be and read as follows:

"**5. <u>Completion Date</u>:**

March 31, 2008, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

3. Contract Price:

Section 8, entitled "Contract Price," of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"**8. <u>Contract Price</u>**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed $14,330.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract."

In all other respects, Task Order No. 20 to the Contract shall remain in full force and effect, and Task Order No. 20 to the Contract shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin, P.E.
General Manager

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Approving a Second Amendment to Task Order No. 5 under the Master Contract with Greeley and Hansen LLC Resolution No. R-13-08	**APPROVAL**	

Account No.: 01-60-8201.02

The Commission entered into a master contract with Greeley and Hansen LLC dated August 10, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-8-07, the Commission approved Task Order No. 5 to the Master Contract for Design, Bidding, Construction, and Project Management Services for the Electrical Generation Facilities at the Lexington Pumping Station. In February 2008, the Commission approved a First Amendment to Task Order No. 5 which added building permit required site surveying work to the scope of services, further revised the scope of services to combine the construction of the Electrical Generation, Photo Voltaic System and Variable Frequency Drive facilities from multiple bidding and construction contracts into a singular bidding and construction contract, extended the completion date for the design services to be provided, and increased the total not-to-exceed cost of the services from $3,407,394.00 to $3,432,186.00.

The Second Amendment to Task Order No. 5 adds, at a cost not to exceed $29,126.00, the cost of a preliminary evaluation of the Lexington Pumping Station property for compliance with the recently enacted (January 2008) City of Chicago Stormwater Management Ordinance and extends the completion date for the additional design services to be provided. Upon completion of the preliminary evaluation, and if the site is determined to be out of compliance with the City's ordinance, then it may become necessary to add the cost of additional stormwater management design services to the project via future amendments to Task Order No. 5.

Pursuant to the Intergovernmental Agreement between the Commission and the City of Chicago (R-7-07 Approved January 11, 2007), the Commission and the City have agreed to a cost-sharing methodology which shall be applied to the Second Amendment to Task Order No. 5.

MOTION: To approve Resolution No. R-13-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-13-08

A RESOLUTION APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 5 UNDER THE MASTER CONTRACT WITH GREELEY AND HANSEN LLC

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

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

WHEREAS, pursuant to Resolution No. R-8-07, adopted on January 11, 2007, the Commission approved Task Order No. 5 to the Master Contract for Design, Bidding, Construction, and Project Management Services for the Electrical Generation Facilities at the Lexington Pump Station; and

WHEREAS, the Commission and Consultant entered into a First Amendment to Task Order No. 5, dated as of February 15, 2008, and approved pursuant to Resolution No. R-4-08, adopted on February 14, 2008, to add site surveying services, to consolidate sub-project services, to extend the completion date for the design services to be provided, and to increase the not-to-exceed cost of the services; and

WHEREAS, the Commission and Consultant desire to further amend Task Order No. 5 to the Master Contract to add the cost of the preliminary evaluation of the Lexington

Pump Station property for compliance with the recently enacted (January 2008) City of Chicago Stormwater Management Ordinance and to extend the completion date for the design services to be provided, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Task Order No. 5 was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the Second Amendment to Task Order No. 5 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 5 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-13-08.doc

EXHIBIT 1

SECOND AMENDMENT TO
TASK ORDER NO. 5

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Greeley and Hansen LLC ("Consultant") for Professional Engineering Services dated August 10, 2006 (the "Contract"), Owner and Consultant agree to amend, effective March 14, 2008, Task Order No. 5 to the Contract for Design, Bidding, Construction, and Project Management Services for the Electrical Generation Facilities at the Lexington Pumping Station, as previously amended by a First Amendment dated as of February 15, 2008 (collectively, "Task Order No. 5"), as follows:

1. **Completion Date:**

Subsection 5A, entitled "Design Phase," of Section 5, entitled "Completion Date," of Task Order No. 5 shall be amended in its entirety so that said Subsection 5A shall hereafter be and read as follows:

"A. Design Phase: 473 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."

2. **Submittal Schedule:**

Section 6, entitled "Submittal Schedule," of Task Order No. 5 shall be amended in its entirety so that said Section 6 shall hereafter be and read as follows:

"**6. Submittal Schedule:**

Submittal:	Due Date:
30% Design	98 Days Following Issuance of Notice to Proceed with Design Phase Services
60% Design	196 Days Following Issuance of Notice to Proceed with Design Phase Services
90% Design	294 Days Following Issuance of Notice to Proceed with Design Phase Services
100% Design	473 Days Following Issuance of Notice to Proceed with Design Phase Services"

3. Contract Price:

Section 8, entitled "Contract Price," of Task Order No. 5 shall be amended in its entirety so that said Section 8 shall hereafter be and read as follows:

"**8. Contract Price**:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Personnel Expense times a factor of 2.2 for Greeley and Hansen personnel and 2.18 for Subconsultant personnel, for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in the following phases of Services, the following not to exceed amount set forth opposite each such phases except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

Phase	Not to Exceed
For Division A (Generation Facilities):	
Design, Bidding, and Project Management	$1,053,912.00
Construction	$1,155,057.00
For Division B (Variable Frequency Drives):	
Design, Bidding, and Project Management	$67,094.00
Construction	$90,613.00
For Division C (Photovoltaic Cells):	
Design, Bidding, and Project Management	$525,434.00
Construction	$569,202.00"

In all other respects, Task Order No. 5 to the Contract shall remain in full force and effect, and Task Order No. 5 to the Contract shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION

BY: _____
Robert L. Martin
General Manager

GREELEY AND HANSEN LLC

BY: _____
Stephen H. Palac
Principal

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Approving a Second Amendment to the Contract between the DuPage Water Commission and Primera Engineers, LTD. for Professional Engineering Services in Connection with the Climate Control System for the Main Computer Room at the DuPage Pumping Station Resolution No. R-15-08	**APPROVAL**	

Account Number: 01-60-6560

Pursuant to Resolution No. R-2-07, and at a cost not to exceed $4,000.00, the Commission approved a contract with Primera Engineers, LTD. to provide an evaluation and analysis of the existing climate control system at the DuPage Pumping Station in relation to existing and potential future equipment loads in the main computer room. Pursuant to Resolution No. R-69-07, a First Amendment to the contract was approved authorizing Primera to prepare specifications and design drawings for the installation of a separate climate control system to condition the main computer room and for the relocation of an existing transformer, all at an increase in cost not to exceed $718.93.

Resolution No. R-15-08 would approve, at an increase in cost not-to-exceed $19,200.00, a Second Amendment to the contract to add bidding, construction administration, and commissioning services to the scope of services.

MOTION: To approve Resolution No. R-15-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-15-08

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND PRIMERA ENGINEERS, LTD. FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CLIMATE CONTROL SYSTEM FOR THE MAIN COMPUTER ROOM AT THE DUPAGE PUMPING STATION

WHEREAS, pursuant to Resolution No. R-2-07, the Commission entered into a contract with Primera Engineers, LTD. ("Consultant"), dated January 11, 2007, for professional engineering services in connection with the evaluation of the climate control system for the main computer room at the DuPage Pumping Station (the "Original Contract"); and

WHEREAS, the Commission and Consultant entered into a First Amendment to the Original Contract, dated as of November 9, 2007, and approved pursuant to Resolution No. R-69-07, adopted on November 8, 2007 (the "First Amendment"), to add design services to the scope of services (the Original Contract as amended by the First Amendment hereinafter collectively referred to as the "Contract"); and

WHEREAS, the Commission and Consultant desire to further amend the Contract to add bidding, construction administration, and commissioning services to the scope of services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Contract was signed, the changes are germane to the Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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 Second Amendment to the Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved.

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

SECTION FOUR: 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 _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-15-08.doc

EXHIBIT 1

SECOND AMENDMENT TO
CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
PRIMERA ENGINEERS, LTD.
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT TO THE CONTRACT BETWEEN THE DuPAGE WATER COMMISSION AND PRIMERA ENGINEERS, LTD. FOR PROFESSIONAL ENGINEERING SERVICES ("Second Amendment"), made and entered into as of this 14th day of March, 2008, by and between 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 Primera Engineers, LTD., 100 South Wacker Drive, Suite 700, Chicago, Illinois 60606, an Illinois corporation ("Consultant"),

W I T N E S S E T H:

WHEREAS, Owner and Consultant previously entered into a certain contract dated January 11, 2007, for professional engineering services in connection with the evaluation of the climate control system for the main computer room at the DuPage Pumping Station (the "Original Contract"); and

WHEREAS, Owner and Consultant entered into a First Amendment to the Original Contract, dated as of November 9, 2007, and approved pursuant to Resolution No. R-69-07, adopted on November 8, 2007 (the "First Amendment"), to add design services to the scope of services (the Original Contract as amended by the First Amendment hereinafter collectively referred to as the "Contract"); and

WHEREAS, Owner and Consultant desire to further amend the Contract to add bidding, construction administration, and commissioning services to the scope of services;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

SECTION ONE: Amendment to Paragraph 1A1. Paragraph 1, entitled "Labor, Equipment, Materials, and Supplies," of Subsection 1A, entitled "Services," of Section 1, entitled "Performance of the Services," of the Contract shall be, and it hereby is, amended in its entirety so that said Paragraph 1A1 shall hereafter be and read as follows:

> "1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, information, data, and other items necessary to evaluate the climate control system for the main computer room at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois, to prepare drawings and specifications for any recommended and accepted corrective action, and to provide bidding, construction administration, and commissioning services in connection with any such corrective action ("Project");"

SECTION TWO: Amendment to Subsection 1B. Subsection 1B, entitled "Performance Standards," of Section 1, entitled "Performance of the Services," of the Contract shall be, and it hereby is, amended in its entirety so that said Subsection 1B shall hereafter be and read as follows:

> "B. Performance Standards. All Services shall be fully provided, performed, and completed in accordance with the following Scope of Services:
>
> - Consultant shall evaluate options for conditioning the main computer room at the DuPage Pumping Station to maintain temperature and humidity at recommended levels based upon Owner-provided data regarding existing and potential future equipment loads for the computer room.

- Consultant shall prepare, for review and approval by Owner, a draft report describing its findings and recommendations for corrective action.

- After Owner approval of the draft report, Consultant shall prepare a final report, together with an estimate of probable construction cost.

- Consultant shall meet with Owner as required during the evaluation and to present and discuss the final report.

- On the basis of the final report, prepare drawings and specifications showing the general scope, extent, and character of the work to be furnished and performed by the construction contractor for review and approval by Owner, and review them in person with Owner.

- Facilitate a pre-bid meeting, prepare meeting minutes and distribute.

- Review all bids for compliance with bid documents and recommend a qualified bidder to the Commission.

- Facilitate a preconstruction meeting with the successful contractor and sub-contractors. Prepare meeting minutes and distribute.

- Review all equipment submittals and sheet metal shop drawings.

- Attend up to three construction coordination meetings as necessary.

- Provide up to six site visits to observe the installation of equipment during the construction, and prepare field reports.

- Prepare pre-functional checklists to be completed by the contractor and its sub-contractors prior to equipment startup. Review completed check lists for compliance.

- Witness startup of equipment by a factory authorized representative.

- Review test and balance reports for accuracy and completeness.

- Prepare punch list and verify completion of all punch list items.

- Prepare Functional Test procedures and facilitate implementation.

- Maintain an issues log for all issues identified.

- Review as-built and O&M documentation for accuracy and completeness.

- Prepare final commissioning report."

SECTION THREE: Amendment to Subsection 2A. The first paragraph of Subsection 2A, entitled "Schedule of Prices," of Section 2, entitled "Compensation," of the Contract shall be, and it hereby is, amended in its entirety so that the first paragraph of said Subsection 2A shall hereafter be and read as follows:

> "For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses but not exceed $23,918.93."

SECTION FOUR: Amendment to Subsection 2C. Subsection 2C, entitled "Time of Payment," of Section 2, entitled "Compensation," of the Contract shall be, and it hereby is, amended in its entirety so that said Subsection 2C shall hereafter be and read as follows:

"C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Progress payments shall be made no more frequently than monthly and within 45 days following Owner's approval of Consultant's application for payment, including such receipts, vouchers, and other documents as may be necessary to establish Consultant's payment for all labor and material 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 Work performed hereunder.

All payments may be subject to deduction or setoff by reason of any failure of Consultant to perform under this Contract. Each payment shall include Consultant's certification of the value of all Services for which payment is then requested and Consultant's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid; provided, however, that for purposes of payments to Consultant, total invoices shall never, as a percentage of the maximum amount payable by Owner, exceed the proportion of total Services actually completed at the time of invoicing as determined by Owner on the basis of Consultant's estimate."

SECTION FIVE: Amendment to Section 3. The last sentence of Section 3, entitled "Contract Time," of the Contract shall be, and it hereby is, amended in its

entirety so that the last sentence of said Section 3 shall hereafter be and read as follows:

> "Consultant shall perform the Services diligently and continuously and shall complete the Services not later than July 10, 2008."

SECTION SIX: Contract in Full Force and Effect. In all other respects, the Contract shall remain in full force and effect, and the Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this Second Amendment to be signed on its behalf by its General Manager, and Consultant has caused this Second Amendment to be signed on its behalf by its President, as of the day and year first written above.

PRIMERA ENGINEERS, LTD.	**DuPAGE WATER COMMISSION**
By: _____	By: _____
Michael F. DeSantiago	Robert L. Martin
President	General Manager

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the March 13, 2008, DuPage Water Commission Meeting Resolution No. R-16-08	**APPROVAL**	

Account Numbers: Change Order No. 1 to Contract for Supply of Engine Generator Units
Lexington 01-60-8201.01
DuPage 01-60-7213.01

Resolution No. R-16-08 would approve the following Change Orders:

Change Order No. 1 to Contract for Supply of Engine Generator Units. Approval of Change Order No. 1 would change the Delivery Period under the Contract from March 1, 2009, and ending April 30, 2009, inclusive, to July 1, 2009, and ending August 31, 2009, inclusive. This change to the Delivery Period results from the delay in the bidding of the Installation Contracts pursuant to which the Installation Contractors will install the engine generator units and appurtenances to be supplied by Contractor.

MOTION: To approve Resolution No. R-16-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-16-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
MARCH 13, 2008, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law; provided, however, that with respect to the approval and/or ratification of Change Order No. 1 to the Contract for Supply of Engine Generator Units, such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

Resolution No. R-16-08

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board\Resolutions\R-16-08.doc

Exhibit 1

Resolution No. R-16-08

1. Change Order No. 1 to the Contract for Supply of Engine Generator Units changing the Delivery Period under the Contract from March 1, 2009, and ending April 30, 2009, inclusive, to July 1, 2009, and ending August 31, 2009, inclusive.

DATE: March 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-3/07 at the March 13, 2008, DuPage Water Commission Meeting Resolution No. R-17-08	**APPROVAL**	

Account Number: 01-60-6633

The Commission entered into certain agreements dated February 12, 2007, with Ridgewood Engineering, Inc. and Divane Bros. Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-17-08 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:

Work Authorization Order No. 003: This work authorization order is to Ridgewood Engineering, Inc. to install fiber optic cable from the existing fiber optic cabinet on the first floor of the DuPage pump station up to the equipment room where the computer servers are located. The fiber connectivity is needed to allow the backup data server and the backup SCADA host computers to be located off site. The cost of this work is estimated to not exceed $5,000.00.

MOTION: To approve Resolution No. R-17-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-17-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-3/07
AT THE MARCH 13, 2008, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated February 12, 2007, with Ridgewood Engineering, Inc. and Divane Bros. Electric Co. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-3/07"); and

WHEREAS, Contract QRE-3/07 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2008

_____
Chairman

ATTEST:

_____
Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

CONTRACT QRE-3/07: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-3.003

LOCATION:

DuPage Pump Station

CONTRACTOR:

Ridgewood Engineering, Inc.

DESCRIPTION OF WORK:

Install conduit between the J-box under the equipment room and the fiber cabinet in the RTU room. Pull one six strand 62.5 micron and one six strand 50 micron fiber cables, terminate and certify to meet industry standards.

REASON FOR WORK:

The fiber connectivity needs to be extended to the equipment room where the computer servers are located to allow the backup data server and the backup SCADA host to be located off site.

MINIMUM RESPONSE TIME:

To be completed by the end of March.

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

None.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] **IS** [X] **IS NOT** **PRIORITY EMERGENCY WORK**

SUBMITTALS REQUESTED:

Data sheets for the fiber, connectors and rack mounted LIU equipment.

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Submit the certification data sheets for the testing of the fiber cables.

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: _____

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: March 7, 2008

SUBJECT: Summary of Action Since Previous Meeting

1. The revised tentative draft management budget and the five year capital improvement plan were mailed to the customer utilities on February 28, 2008.

Administration/Memorandums/Summary of Action 080307.doc

DATE: February 27, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	**ORIGINATING DEPARTMENT** Operations
ITEM Purchase Order No. 10487	**APPROVAL**

Account Number: 01-60-6280

Attached is Purchase Order No. 10487 to Infor-Datastream in the amount of $81,600.00. Infor-Datastream is the Commission's Computerized Maintenance Management System (CMMS) supplier. As part of the Commissions Asset Management Program, R-7-08 was approved at the February 14, 2008 Commission Meeting. R-7-08 authorized Task Order #4 to Westin Engineering which encompassed the following services:

100 - New Functionality

200 – Services and Training

300 – GIS Integration

400 - Mobil Implementation Planning

The software and support required to complete the services in R-7-08 can only be purchased directly from the manufacturer.

MOTION: To approve Purchase Order No. 10487 in the amount of $81,600.00 to Infor-Datastream.

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

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

Purchase Order: 10487

Ordered By: MCGHEE TERRY
Order Date: 02/27/2008
Due Date: 02/27/2008

Supplier: Infor Datastream
Address: Infor Global Solutions Inc
Wachovia
P.O. Box 933751
Atlanta, Ga 31193-3751
Telephone:
Fax No.:
Contact

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

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total
1	01-60-6280		Datastream 7i GIS Software	1	EA	33,000.00	33,000.00
						Total	33,000.00

Line	Task Account	Date Hours Requested	UOM	Quantity Rate	Total
2	GIS software integration	02/27/2008		48,600.00	48,600.00
		1			
	01-60-6280				
				Total	48,600.00
			Total		81,600.00

PACKET: 00945 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

---------ID--------- POST DATE	BANK CODE	----------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1101 HOLLAND & KNIGHT LLP						
I-200802271593		LEGAL SERVICES: JAN. 2008	1,352.50			
3/13/2008	IL	DUE: 2/14/2008 DISC: 2/14/2008				
		LEGAL SERVICES: JAN. 2008		01 60-6251	LEGAL SERVICES- GENERAL	1,352.50
		=== VENDOR TOTALS ===	1,352.50			
01-1299 GEORGE W. KENNEDY CONSTRUCTION						
I-QR7-005B		REPAIR LEAK IN HEADER SYSTEM	13,495.50			
3/13/2008	IL	DUE: 3/06/2008 DISC: 3/06/2008				
		REPAIR LEAK IN HEADER SYSTEM		01 60-6631	PIPELINE REPAIRS	13,495.50
		=== VENDOR TOTALS ===	13,495.50			
		=== PACKET TOTALS ===	14,848.00			

PACKET: 00945 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	14,848.00
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	14,848.00

** G/L ACCOUNT TOTALS **

					LINE ITEM			GROUP BUDGET		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2007-2008	01 -60-6251	LEGAL SERVICES- GENERAL	1,352.50	90,000	48,659.49				
		01 -60-6631	PIPELINE REPAIRS	13,495.50	1,120,500	1007,187.11				
			** 2007-2008 YEAR TOTALS	14,848.00						

PACKET: 00945 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	3/2008	14,848.00

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

Items Paid

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1459		ALPHA BUILDING MAINTENANCE SER							
	I-8237 D.I.	JANITORIAL SERVICE: 02/08	R	2/15/2008	1,584.00		003706		1,584.00
				*** VENDOR TOTALS ***			1 CHECKS		1,584.00
1559		ALTO U.S., INC.							
	I-RI 2274523	SERVICE ON FLOOR SCRUBBER	R	2/06/2008	85.00		003680		85.00
1559		ALTO U.S., INC.							
	I-RI 2277840	FLOOR SCRUBBER	R	2/15/2008	5,802.20		003707		5,802.20
				*** VENDOR TOTALS ***			2 CHECKS		5,887.20
1516		ARAMARK REFRESHMENT SERVICES							
	I-6062-104265	COFFEE	R	2/15/2008	122.75		003708		122.75
				*** VENDOR TOTALS ***			1 CHECKS		122.75
1397		AT&T							
	I-200801311551	DPPS PHONE SERV.: 01/16-02/15	R	2/06/2008	762.13		003681		
	I-200802061559	DPPS PHONE SERV.: 01/22-02/21	R	2/06/2008	399.12		003681		1,161.25
1397		AT&T							
	I-200802141568	TANK SITE # 1: 02/04-03/03	R	2/15/2008	23.05		003709		23.05
				*** VENDOR TOTALS ***			2 CHECKS		1,184.30
1393		AT&T LONG DISTANCE							
	I-200802141569	DPPS LONG DIST. SERV.: 01/08	R	2/15/2008	85.34		003710		85.34
				*** VENDOR TOTALS ***			1 CHECKS		85.34
1072		AVALON PETROLEUM COMPANY							
	I-508737	GASOLINE	R	2/15/2008	2,844.00		003711		2,844.00
				*** VENDOR TOTALS ***			1 CHECKS		2,844.00
1361		BUSINESS 21 PUBLISHING							
	I-200802271588	OCC. HEALTH & SAFETY 21	R	2/27/2008	289.00		003770		
	I-200802271589	SAFETY 21 FOR SUPERVISORS	R	2/27/2008	99.00		003770		388.00
				*** VENDOR TOTALS ***			1 CHECKS		388.00
1461		BUSINESS CARD							
	I-200801311552	PUBLICATION	R	2/06/2008	119.47		003682		
	I-200801311553	I-PASS, ADM EXP, GAS, SOFTWARE	R	2/06/2008	4,363.05		003682		
	I-200801311554	ADMINISTRATIVE EXPENSE	R	2/06/2008	1,167.57		003682		5,650.09
1461		BUSINESS CARD							
	I-200802271583	AWWA, UNIFORMS, OFF SUP, I-PAS	R	2/27/2008	2,036.35		003771		
	I-200802271584	BANK CHARGES	R	2/27/2008	30.00		003771		
	I-200802271585	PUBLICATIONS, ADMIN EXP, SEMIN	R	2/27/2008	866.92		003771		
	I-200802271586	BANK CHARGES, UNIFORMS	R	2/27/2008	6,417.70		003771		9,350.97
				*** VENDOR TOTALS ***			2 CHECKS		15,001.06

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1381		BUTTREY RENTAL SERVICE							
	I-65915	EQUIPMENT RENTAL	R	2/15/2008	425.00		003712		425.00
				*** VENDOR TOTALS ***			1 CHECKS		425.00
1049		CAMP DRESSER & MCKEE INC.							
	I-80273214/42	EVAL. ELECT. GEN. SUP. ALT.	R	2/27/2008	84,051.54		003772		
	I-80276326/37	PIPE LOOP TESTING: 12/09-01/05	R	2/27/2008	4,327.88		003772		
	I-80277654/43	EVAL. ELECT. GEN. SUP. ALT.	R	2/27/2008	173,437.41		003772		261,816.83
				*** VENDOR TOTALS ***			1 CHECKS		261,816.83
1023		CDW GOVERNMENT, INC.							
	I-JFH6534	19" LCD MONITORS	R	2/15/2008	466.99		003713		466.99
				*** VENDOR TOTALS ***			1 CHECKS		466.99
1561		CITY OF CHICAGO - DEPT. OF REV							
	I-200802071563	BUILDING PERMIT REVIEW - LPS	R	2/15/2008	21,832.72		003704		21,832.72
				*** VENDOR TOTALS ***			1 CHECKS		21,832.72
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200802141570	LEX. STA. ELECT.: 10/25-11/27	R	2/15/2008	121,750.46		003714		121,750.46
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200802271582	LEX. STA. ELECT.: 09/26-10/25	R	2/27/2008	115,104.08		003773		115,104.08
				*** VENDOR TOTALS ***			2 CHECKS		236,854.54
1153		CHICAGO SUBURBAN EXPRESS, INC.							
	I-1107211	SHIPPING ON MAINT. SUPPLIES	R	2/15/2008	60.85		003715		60.85
				*** VENDOR TOTALS ***			1 CHECKS		60.85
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200802061560	WATER BILLING: 01/01-01/31/08	R	2/15/2008	3,448,583.94		003716		3,448,583.94
				*** VENDOR TOTALS ***			1 CHECKS		3,448,583.94
1091		CINTAS FIRST AID & SAFETY							
	I-343470981	FIRST AID SUPPLIES	R	2/15/2008	102.50		003717		102.50
				*** VENDOR TOTALS ***			1 CHECKS		102.50
1377		CLC LUBRICANTS CO.							
	I-21965	PUMP OIL	R	2/27/2008	491.70		003774		491.70
				*** VENDOR TOTALS ***			1 CHECKS		491.70
1398		COMCAST							
	I-200801311555	INTERNET SERV.: 01/27-02/26	R	2/06/2008	84.95		003683		84.95

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1398		COMCAST							
	I-200802271587	INTERNET SERV.: 02/27-03/26	R	2/27/2008	84.95		003775		84.95
				*** VENDOR TOTALS ***			2 CHECKS		169.90
1009		COMED							
	I-200802271590	METER STATION ELECTRIC SERVICE	R	2/27/2008	15,738.10		003776		15,738.10
				*** VENDOR TOTALS ***			1 CHECKS		15,738.10
1454		COMMONWEALTH EDISON							
	I-200802071562	ENGINEERING DEPOSIT - PSD-7/08	R	2/15/2008	62,716.00		003705		62,716.00
				*** VENDOR TOTALS ***			1 CHECKS		62,716.00
1136		CONSTELLATION NEWENERGY							
	I-200802151575	DPPS ELECT. SERV.: 09/21-10/20	R	2/15/2008	19,055.01		003718		
	I-250070	DPPS ELECT. SERV: 12/21-01/24	R	2/15/2008	213,742.21		003718		232,797.22
				*** VENDOR TOTALS ***			1 CHECKS		232,797.22
1024		CTE ENGINEERS							
	I-4067534	CONCRETE RESERVOIR - 12/07	R	2/06/2008	11,126.16		003684		
	I-60017667-06	SEC. CON. POINT FOR WINFIELD	R	2/06/2008	504.62		003684		
	I-60020796-08	FALL PROTECTION	R	2/06/2008	662.47		003684		
	I-60028792-03	DU PAGE COUNTY ALLOCATION	R	2/06/2008	216.78		003684		12,510.03
1024		CTE ENGINEERS							
	I-4067535	CONCRETE RESERVOIR - 01/08	R	2/15/2008	4,305.52		003719		
	I-60017667-07	SEC. CON. POINT FOR WINFIELD	R	2/15/2008	14,305.99		003719		
	I-60040544-01	VALVE ACTUATORS: 01/08	R	2/15/2008	6,265.51		003719		24,877.02
1024		CTE ENGINEERS							
	I-60038797-03	VALVE STEM REPLACEMENTS	R	2/27/2008	1,370.05		003777		1,370.05
				*** VENDOR TOTALS ***			3 CHECKS		38,757.10
1025		DANKA OFFICE IMAGING							
	I-705888106	COPIER USAGE: 10/28-01/27/08	R	2/15/2008	567.57		003720		567.57
				*** VENDOR TOTALS ***			1 CHECKS		567.57
1014		DHL EXPRESS (USA) INC.							
	I-H9228645	OVERNIGHT MAIL	R	2/06/2008	293.86		003685		
	I-J1490263	OVERNIGHT MAIL	R	2/06/2008	473.97		003685		767.83
1014		DHL EXPRESS (USA) INC.							
	I-J4007393	OVERNIGHT MAIL	R	2/15/2008	58.66		003721		58.66
1014		DHL EXPRESS (USA) INC.							
	I-J5274592	OVERNIGHT MAIL	R	2/27/2008	531.11		003778		531.11
				*** VENDOR TOTALS ***			3 CHECKS		1,357.60

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1143		DISCOUNT TIRE CO. INC.							
	I-6645960	VEHICLE MAINTENANCE: M-76785	R	2/27/2008	430.50		003779		430.50
					*** VENDOR TOTALS ***		1 CHECKS		430.50
1432		DUPAGE MAYORS AND MANAGERS CON							
	I-5137	DINNER MTG - RATHJE & MARTIN	R	2/06/2008	130.00		003686		130.00
					*** VENDOR TOTALS ***		1 CHECKS		130.00
1097		ELMHURST PLAZA STANDARD INC.							
	I-10321	GASOLINE	R	2/15/2008	97.29		003722		
	I-16421	GASOLINE	R	2/15/2008	74.87		003722		
	I-16465	GASOLINE	R	2/15/2008	56.40		003722		
	I-16628	GASOLINE	R	2/15/2008	70.00		003722		
	I-16631	GASOLINE	R	2/15/2008	82.25		003722		
	I-16798	GASOLINE	R	2/15/2008	89.37		003722		470.18
					*** VENDOR TOTALS ***		1 CHECKS		470.18
1446		EN ENGINEERING, LLC							
	I-0022372A	INDETERMN CORR ASSIST	R	2/15/2008	6,595.05		003723		
	I-0022500	CP DESIGN S. TR MAIN	R	2/15/2008	8,178.37		003723		
	I-0022501	DC STRAY CURRENT 90" MAIN	R	2/15/2008	20,168.91		003723		
	I-0022502	TW-4 CORROSION ASSIST	R	2/15/2008	3,955.90		003723		
	I-0022503	STATIC INT TST	R	2/15/2008	947.50		003723		
	I-0022504	INDETERMN CORR ASSIST	R	2/15/2008	2,807.26		003723		42,652.99
1446		EN ENGINEERING, LLC							
	I-0022518	POWER GEN DESIGN	R	2/27/2008	2,017.21		003780		2,017.21
					*** VENDOR TOTALS ***		2 CHECKS		44,670.20
1065		FEDEX							
	I-2-496-25050	OVERNIGHT MAIL	R	2/06/2008	452.11		003687		
	I-8-195-01995	OVERNIGHT MAIL	R	2/06/2008	117.46		003687		569.57
					*** VENDOR TOTALS ***		1 CHECKS		569.57
1052		AJ GALLAGHER RISK MGMT SVCS PR							
	I-362902	PUBLIC OFFICIALS BOND	R	2/06/2008	70,625.00		003688		
	I-362903	PUBLIC OFFICIALS BOND	R	2/06/2008	6,250.00		003688		76,875.00
1052		AJ GALLAGHER RISK MGMT SVCS PR							
	I-364753	PUBLIC OFFICIALS BOND	R	2/27/2008	1,300.00		003781		1,300.00
					*** VENDOR TOTALS ***		2 CHECKS		78,175.00
1166		GLENBARD ELECTRIC SUPPLY, INC.							
	I-1062905-5001	MAINTENANCE SUPPLIES	R	2/27/2008	77.76		003782		77.76
					*** VENDOR TOTALS ***		1 CHECKS		77.76

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1055		GRAINGER							
	C-9558743911	MAINTENANCE SUPPLIES RETURNED	R	2/15/2008	426.09CR		003724		
	I-9516492874	MAINTENANCE SUPPLIES	R	2/15/2008	426.09		003724		
	I-9552958861	MAINTENANCE SUPPLIES	R	2/15/2008	699.39		003724		
	I-9556624808	MAINTENANCE SUPPLIES	R	2/15/2008	640.54		003724		
	I-9559548681	EMERGENCY LIGHTS	R	2/15/2008	1,608.00		003724		
	I-9561028276	ELECTRIC MOTOR MAINTENANCE	R	2/15/2008	226.08		003724		
	I-9562048596	MAINTENANCE SUPPLIES, SCADA	R	2/15/2008	1,963.37		003724		
	I-9562100405	MAINTENANCE SUPPLIES	R	2/15/2008	210.72		003724		5,348.10
1055		GRAINGER							
	I-9568421391	METER STATION MAINTENANCE	R	2/27/2008	660.00		003783		660.00
				*** VENDOR TOTALS ***			2 CHECKS		6,008.10
1399		GREELEY AND HANSEN							
	I-INV-0000240517	LEXINGTON PS VAR FREQ DRIVES	R	2/15/2008	4,090.04		003725		
	I-INV-0000240518	LEXINGTON PS PHOTOVOLTAIC CELL	R	2/15/2008	6,783.55		003725		
	I-INV-0000240522	LEX PS GENERATION FACILITIES	R	2/15/2008	37,922.57		003725		48,796.16
1399		GREELEY AND HANSEN							
	I-INV-0000242794	LEX PS GENERATION FACILITIES	R	2/27/2008	1,183.67		003784		
	I-INV-0000242795	LEXINGTON PS VAR FREQ DRIVES	R	2/27/2008	3,695.54		003784		
	I-INV-0000242796	LEXINGTON PS PHOTOVOLTAIC CELL	R	2/27/2008	74,398.41		003784		79,277.62
				*** VENDOR TOTALS ***			2 CHECKS		128,073.78
1264		H-O-H CHEMICALS, INC.							
	I-00293932	MAINTENANCE SUPPLIES	R	2/15/2008	118.34		003726		118.34
				*** VENDOR TOTALS ***			1 CHECKS		118.34
1068		HACH COMPANY							
	I-5581037	WATER TESTING SUPPLIES	R	2/15/2008	1,453.05		003727		
	I-5582887	WATER TESTING SUPPLIES	R	2/15/2008	31.95		003727		1,485.00
				*** VENDOR TOTALS ***			1 CHECKS		1,485.00
1197		HD SUPPLY WATERWORKS, LTD.							
	I-6501134	METER ROTORS & REGISTERS	R	2/06/2008	6,448.96		003689		6,448.96
				*** VENDOR TOTALS ***			1 CHECKS		6,448.96
1389		HENRY PRATT COMPANY							
	I-1559377	BUTTERFLY VALVE	R	2/15/2008	3,995.29		003728		3,995.29
				*** VENDOR TOTALS ***			1 CHECKS		3,995.29
1101		HOLLAND & KNIGHT LLP							
	I-200801311550	LEGAL SERVICES: DEC. 2007	R	2/15/2008	1,569.00		003729		1,569.00
				*** VENDOR TOTALS ***			1 CHECKS		1,569.00

VENDOR SET: 01 DuPage Water Commission
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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1050		HOME DEPOT CREDIT SERVICES							
	I-0025879	MAINTENANCE SUPPLIES	R	2/15/2008	111.77		003730		
	I-0040792	METER STATION MAINTENANCE	R	2/15/2008	13.12		003730		
	I-3022907	PIPELINE SUPPLIES	R	2/15/2008	33.75		003730		
	I-4024432	VEHICLE MAINTENANCE	R	2/15/2008	44.85		003730		
	I-4040115	METER STATION MAINTENANCE	R	2/15/2008	21.25		003730		
	I-7570487	HARD HAT	R	2/15/2008	6.29		003730		
	I-9050713	METER STATION MAINTENANCE	R	2/15/2008	392.87		003730		
	I-9050809	MAINTENANCE SUPPLIES	R	2/15/2008	61.13		003730		
	I-9132668	METER STATION MAINTENANCE	R	2/15/2008	26.04		003730		711.07
				*** VENDOR TOTALS ***			1 CHECKS		711.07
1057		HSQ TECHNOLOGY							
	I-06-1470/8658	REPAIR POWER CONTROL BOARDS	R	2/27/2008	410.37		003785		410.37
				*** VENDOR TOTALS ***			1 CHECKS		410.37
1225		IKON OFFICE SOLUTIONS							
	I-5007179728	COPIER USAGE: 11/30-12/30/07	R	2/15/2008	446.07		003731		
	I-5007381795	COPIER USAGE: 12/31-01/30/08	R	2/15/2008	506.50		003731		952.57
				*** VENDOR TOTALS ***			1 CHECKS		952.57
1053		ILLINOIS PUBLIC RISK FUND							
	I-200802061557	WORKERS COMPENSATION INS.	R	2/06/2008	8,247.00		003690		8,247.00
1053		ILLINOIS PUBLIC RISK FUND							
	I-200802221580	WORKERS COMPENSATION INS.	R	2/27/2008	8,246.00		003786		8,246.00
				*** VENDOR TOTALS ***			2 CHECKS		16,493.00
1063		ILLINOIS SECTION AWWA							
	I-5035	ANNUAL CONFERENCE: MARTIN	R	2/15/2008	185.00		003732		
	I-5058	ANNUAL CONFERENCE: MC GHEE	R	2/15/2008	185.00		003732		370.00
				*** VENDOR TOTALS ***			1 CHECKS		370.00
1496		INFOR GLOBAL SOLUTIONS, INC.							
	I-P-16921-00D1	ANNUAL SOFTWARE MAINTENANCE	R	2/15/2008	16,412.62		003733		16,412.62
				*** VENDOR TOTALS ***			1 CHECKS		16,412.62
1080		INTERACTIVE COMPUTER DESIGNS,							
	I-62439	ANNUAL SOFTWARE MAINTENANCE	R	2/15/2008	450.00		003734		450.00
				*** VENDOR TOTALS ***			1 CHECKS		450.00
1144		ISA							
	I-200802141571	ISA MEMBERSHIP DUES	R	2/15/2008	121.00		003735		121.00
				*** VENDOR TOTALS ***			1 CHECKS		121.00

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1104		ITG SOLUTIONS, INC.							
	I-84984	BUILDING MAINTENANCE	R	2/15/2008	119.00		003736		119.00
				*** VENDOR TOTALS ***			1 CHECKS		119.00
1198		JM PROCESS SYSTEMS, INC.							
	I-12208 B	METER STATION MAINTENANCE	R	2/06/2008	2,650.76		003691		2,650.76
				*** VENDOR TOTALS ***			1 CHECKS		2,650.76
1032		JULIE, INC.							
	I-01-08-0435	UTILITY LOCATES: JAN. 2008	R	2/15/2008	1,793.65		003737		1,793.65
				*** VENDOR TOTALS ***			1 CHECKS		1,793.65
1196		KARA COMPANY, INC.							
	I-232561	VERIZON DATA LINE GPS DATA	R	2/15/2008	60.70		003738		60.70
				*** VENDOR TOTALS ***			1 CHECKS		60.70
1235		LAB SAFETY SUPPLY, INC.							
	I-1010907503	TAGS FOR PARCO UNIT PUSHBUTTON	R	2/15/2008	216.99		003739		216.99
				*** VENDOR TOTALS ***			1 CHECKS		216.99
1036		LAWSON PRODUCTS, INC.							
	I-6442698	MAINTENANCE SUPPLIES	R	2/06/2008	420.78		003692		420.78
				*** VENDOR TOTALS ***			1 CHECKS		420.78
1195		LESMAN INSTRUMENT COMPANY							
	I-1/930380	PH REFERENCE ELECTRODE	R	2/27/2008	157.26		003787		
	I-1/930381	PH TEMPERATURE ELECTRODE	R	2/27/2008	152.01		003787		
	I-1/930382	PH MEASURING ELECTRODE	R	2/27/2008	152.01		003787		461.28
				*** VENDOR TOTALS ***			1 CHECKS		461.28
1077		MAPLOGIC CORPORATION							
	I-MLC2008102-28	MAPLOGIC LAYOUT MGR ANN MAINT.	R	2/15/2008	250.00		003740		250.00
				*** VENDOR TOTALS ***			1 CHECKS		250.00
1054		MCMASTER-CARR SUPPLY COMPANY							
	I-80012556	MAINTENANCE SUPPLIES	R	2/06/2008	125.41		003693		125.41
1054		MCMASTER-CARR SUPPLY COMPANY							
	I-80688106	MAINTENANCE SUPPLIES	R	2/15/2008	464.66	9.29CR	003741		455.37
				*** VENDOR TOTALS ***			2 CHECKS		580.78
1069		MEL'S ACE HARDWARE							
	I-404751	MAINTENANCE SUPPLIES	R	2/15/2008	13.94		003742		
	I-404752	VEHICLE MAINTENANCE	R	2/15/2008	29.35		003742		
	I-404764	VEH. MAINT., MS MAINT.	R	2/15/2008	10.61		003742		
	I-404772	METER STATION MAINTENANCE	R	2/15/2008	8.98		003742		
	I-404809	LOCATOR BATTERIES	R	2/15/2008	29.03		003742		
	I-404820	OFFICE SUPPLIES	R	2/15/2008	13.49		003742		
	I-404928	VEHICLE MAINTENANCE	R	2/15/2008	8.42		003742		
	I-405009	VEHICLE MAINTENANCE	R	2/15/2008	13.93		003742		127.75
				*** VENDOR TOTALS ***			1 CHECKS		127.75

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1051		MENARDS- HILLSIDE							
	I-92629	MAINTENANCE SUPPLIES	R	2/15/2008	1.98		003743		
	I-94954	MAINTENANCE SUPPLIES	R	2/15/2008	6.97		003743		8.95
				*** VENDOR TOTALS ***			1 CHECKS		8.95
1562		WM. F. MEYER CO.							
	I-S1983514.001	MAINTENANCE SUPPLIES	R	2/15/2008	4,097.73		003744		4,097.73
				*** VENDOR TOTALS ***			1 CHECKS		4,097.73
1372		NACE INTERNATIONAL							
	I-200802141572	NACE 2 YEAR MEMBERSHIP	R	2/15/2008	250.00		003745		250.00
				*** VENDOR TOTALS ***			1 CHECKS		250.00
1021		NAPERVILLE, CITY OF							
	I-200802061558	METER STATION ELECTRIC SERVICE	R	2/06/2008	610.32		003694		610.32
1021		NAPERVILLE, CITY OF							
	I-200802141573	METER STATION ELECTRIC SERVICE	R	2/15/2008	135.58		003746		135.58
1021		NAPERVILLE, CITY OF							
	I-200802221581	METER STATION ELECTRIC SERVICE	R	2/27/2008	150.05		003788		
	I-200802271592	METER STATION ELECTRIC SERVICE	R	2/27/2008	244.89		003788		394.94
				*** VENDOR TOTALS ***			3 CHECKS		1,140.84
1070		NATIONAL CITY BANK							
	I-422119	SAFEKEEPING FEES: DEC. 2007	R	2/06/2008	1,004.20		003695		1,004.20
1070		NATIONAL CITY BANK							
	I-440903	SAFEKEEPING FEES: JAN. 2008	R	2/27/2008	1,056.20		003789		1,056.20
				*** VENDOR TOTALS ***			2 CHECKS		2,060.40
1203		NATIONAL SAFETY COUNCIL							
	I-797145	MEMBERSHIP DUES	R	2/27/2008	285.00		003790		285.00
				*** VENDOR TOTALS ***			1 CHECKS		285.00
1060		NTG, INC.							
	I-53648	SCADA/INSTRUMENTATION	R	2/06/2008	2,714.52		003696		2,714.52
1060		NTG, INC.							
	I-53781	CORROSION TELEMETRY: 01/08	R	2/15/2008	62.60		003747		62.60
				*** VENDOR TOTALS ***			2 CHECKS		2,777.12
1020		NEXTEL COMMUNICATIONS							
	I-648652511-072	CELL PHONE SERV.: 01/09-02/08	R	2/15/2008	1,106.33		003748		1,106.33
				*** VENDOR TOTALS ***			1 CHECKS		1,106.33

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1395		OFFICE DEPOT							
	I-416636454-001	OFFICE SUPPLIES	R	2/06/2008	107.95		003697		107.95
1395		OFFICE DEPOT							
	I-417759801-001	OFFICE SUPPLIES	R	2/15/2008	154.45		003749		
	I-418623460-001	OFFICE SUPPLIES	R	2/15/2008	84.87		003749		239.32
				*** VENDOR TOTALS ***			2 CHECKS		347.27
1178		PADDOCK PUBLICATIONS, INC.							
	I-T4034777	PADDOCK PUBLICATIONS, INC.	R	2/27/2008	169.95		003791		169.95
				*** VENDOR TOTALS ***			1 CHECKS		169.95
1563		PARADIGM SYSTEM SOLUTIONS INC.							
	I-5209	LAPTOP COMPUTERS	R	2/15/2008	8,434.20		003750		
	I-5231	LAPTOP ACCESSORIES	R	2/15/2008	56.19		003750		8,490.39
				*** VENDOR TOTALS ***			1 CHECKS		8,490.39
1081		PATRICK ENGINEERING INC.							
	I-9593.B0-013	LAN CONFIGURATION	R	2/15/2008	1,956.00		003751		1,956.00
				*** VENDOR TOTALS ***			1 CHECKS		1,956.00
1113		PATTEN INDUSTRIES, INC.							
	I-TN500228330	BACKHOE MAINTENANCE	R	2/15/2008	990.09		003752		990.09
				*** VENDOR TOTALS ***			1 CHECKS		990.09
1115		PROSAFETY							
	I-2/577360	CONFINED SPACE BLOWER	R	2/06/2008	645.00		003698		645.00
				*** VENDOR TOTALS ***			1 CHECKS		645.00
1385		QUALITY BACKFLOW TESTING INC.							
	I-10118	ANNUAL BACKFLOW TESTING	R	2/27/2008	2,125.00		003792		2,125.00
				*** VENDOR TOTALS ***			1 CHECKS		2,125.00
1039		QUILL CORPORATION							
	I-4498286	OFFICE SUPPLIES	R	2/06/2008	421.86		003699		421.86
1039		QUILL CORPORATION							
	I-4459493	OFFICE SUPPLIES	R	2/15/2008	38.36		003753		
	I-4536204	OFFICE SUPPLIES	R	2/15/2008	15.38		003753		
	I-4552528	OFFICE SUPPLIES	R	2/15/2008	9.62		003753		
	I-4628418	OFFICE SUPPLIES	R	2/15/2008	314.15		003753		
	I-4822202	OFFICE SUPPLIES	R	2/15/2008	386.92		003753		764.43
1039		QUILL CORPORATION							
	I-4861349	OFFICE SUPPLIES	R	2/27/2008	39.75		003793		
	I-4878379	OFFICE SUPPLIES	R	2/27/2008	82.59		003793		
	I-4936316	OFFICE SUPPLIES	R	2/27/2008	127.67		003793		250.01
				*** VENDOR TOTALS ***			3 CHECKS		1,436.30

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1059		RED WING SHOE STORE							
	I-450000002316	SAFETY SHOES	R	2/06/2008	386.73		003700		386.73
				*** VENDOR TOTALS ***			1 CHECKS		386.73
1044		ROYAL GRAPHICS PRINTERS							
	I-70335	PRINTING EXPENSE: INVOICES	R	2/15/2008	220.56		003754		220.56
				*** VENDOR TOTALS ***			1 CHECKS		220.56
1329		C. SEMRAD & ASSOCIATES							
	I-200802071565	CONSULTING	R	2/15/2008	1,312.50		003755		1,312.50
				*** VENDOR TOTALS ***			1 CHECKS		1,312.50
1120		SERVICE FORMS AND GRAPHICS, IN							
	I-122068	DIRECT DEPOSIT STOCK	R	2/15/2008	59.09		003756		
	I-122151	CHECKS STOCK	R	2/15/2008	135.77		003756		194.86
				*** VENDOR TOTALS ***			1 CHECKS		194.86
1302		SIR SPEEDY							
	I-49521	PRINTING EXPENSE	R	2/06/2008	163.75		003701		163.75
				*** VENDOR TOTALS ***			1 CHECKS		163.75
1564		SKILLPATH SEMINARS							
	I-1162243	FRONT DESK SEMINAR HANDBOOK	R	2/27/2008	26.95		003794		
	I-9424786	FRONT DESK SEMINAR	R	2/27/2008	149.00		003794		175.95
				*** VENDOR TOTALS ***			1 CHECKS		175.95
1043		SOOPER LUBE							
	I-130970	VEHICLE MAINTENANCE: M-78556	R	2/15/2008	36.20		003757		
	I-131278	VEHICLE MAINTENANCE: 8647943	R	2/15/2008	51.94		003757		88.14
				*** VENDOR TOTALS ***			1 CHECKS		88.14
1040		SPECIALTY MAT SERVICE							
	I-423400	MAT SERVICE: 01/07/08	R	2/06/2008	54.40		003702		
	I-425352	MAT SERVICE: 01/21/08	R	2/06/2008	54.40		003702		108.80
				*** VENDOR TOTALS ***			1 CHECKS		108.80
1121		SPI ENERGY GROUP							
	I-200802151576	ELECTRIC CONTRACT	R	2/15/2008	3,507.05		003758		3,507.05
				*** VENDOR TOTALS ***			1 CHECKS		3,507.05
1462		SPRINT							
	I-200802151574	CONNECTION CARD: 01/07-02/06	R	2/15/2008	50.71		003759		50.71
				*** VENDOR TOTALS ***			1 CHECKS		50.71

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1122		STATE NET							
	I-80368-03.08-99	IL & FED LEGISLATIVE TRACKING	R	2/27/2008	1,500.00		003795		1,500.00
				*** VENDOR TOTALS ***			1 CHECKS		1,500.00
1223		SUBURBAN LABORATORIES, INC.							
	I-86505	WATER TESTING	R	2/15/2008	15.00		003760		
	I-86506	WATER TESTING	R	2/15/2008	15.00		003760		
	I-86508	WATER TESTING	R	2/15/2008	15.00		003760		45.00
				*** VENDOR TOTALS ***			1 CHECKS		45.00
1123		THOMPSON ELEVATOR INSPECTION S							
	I-08-0683	ELEVATOR INSPECTIONS	R	2/27/2008	110.00		003796		110.00
				*** VENDOR TOTALS ***			1 CHECKS		110.00
1125		TOTAL FIRE & SAFETY, INC.							
	I-23032	FIRE EXTINGUISHER INSPECTION	R	2/15/2008	720.00		003761		720.00
				*** VENDOR TOTALS ***			1 CHECKS		720.00
1146		TRITON ELECTRONICS, INC.							
	I-6271	TEST EQUIP. CALIBRATION	R	2/15/2008	1,683.00		003762		1,683.00
				*** VENDOR TOTALS ***			1 CHECKS		1,683.00
1560		U.S. BANK							
	I-2077506	TRUSTEE ADMIN FEE REV. BOND	R	2/15/2008	1,500.00		003763		1,500.00
				*** VENDOR TOTALS ***			1 CHECKS		1,500.00
1129		UNIQUE PRODUCTS & SERVICE CORP							
	I-172278	MAINTENANCE SUPPLIES	R	2/15/2008	488.04		003764		488.04
1129		UNIQUE PRODUCTS & SERVICE CORP							
	I-172751	MAINTENANCE SUPPLIES	R	2/27/2008	244.02		003797		
	I-172968	MAINTENANCE SUPPLIES	R	2/27/2008	244.02		003797		488.04
				*** VENDOR TOTALS ***			2 CHECKS		976.08
1047		UNITED RADIO COMMUNICATIONS							
	I-16599000	RADIO REPAIRS	R	2/15/2008	28.56		003765		
	I-16664900	RADIO REPAIRS	R	2/15/2008	172.70		003765		
	I-16712100	RADIO REPAIRS	R	2/15/2008	60.91		003765		
	I-16726500	RADIO REPAIRS	R	2/15/2008	60.91		003765		
	I-16726600	RADIO REPAIRS	R	2/15/2008	77.37		003765		
	I-16726700	RADIO REPAIRS	R	2/15/2008	77.37		003765		
	I-16726800	RADIO REPAIRS	R	2/15/2008	75.36		003765		553.18
				*** VENDOR TOTALS ***			1 CHECKS		553.18

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VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	I-01680133	UNIFORMS: T. GUBBBINS	R	2/06/2008	54.00		003703		
	I-01680137	UNIFORMS: T. MC GHEE	R	2/06/2008	225.00		003703		
	I-01680141	UNIFORMS: R. NOLAN	R	2/06/2008	274.50		003703		
	I-01680144	UNIFORMS: J. VAZQUEZ	R	2/06/2008	225.00		003703		778.50
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	C-01682291	UNIFORMS RETURNED: T. GUBBINS	R	2/15/2008	281.25CR		003766		
	I-01681146	UNIFORMS: M. HUGHES	R	2/15/2008	337.50		003766		
	I-01682503	UNIFORMS: A. MELGOZA	R	2/15/2008	112.50		003766		
	I-01682504	UNIFORMS: J. SCHORI	R	2/15/2008	27.50		003766		
	I-01682505	UNIFORMS: T. MCGHEE	R	2/15/2008	322.00		003766		
	I-01682506	UNIFORMS: F. GRIFFIN	R	2/15/2008	112.50		003766		
	I-01682507	UNIFORMS: R. ELLINGSWORTH	R	2/15/2008	56.25		003766		
	I-01682508	UNIFORMS: K. DRISCOLL	R	2/15/2008	225.00		003766		
	I-01682509	UNIFORMS: M. ROWAN	R	2/15/2008	562.50		003766		
	I-01682510	UNIFORMS: M. WEED	R	2/15/2008	168.75		003766		1,643.25
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	I-01682291	UNIFORMS: T. GUBBINS	R	2/27/2008	56.25		003798		
	I-01682986	UNIFORMS: T. MC GHEE	R	2/27/2008	393.75		003798		
	I-01682987	UNIFORMS: T. GUBBINS	R	2/27/2008	393.75		003798		
	I-01682988	UNIFORMS: R. ELLINGSWORTH	R	2/27/2008	337.50		003798		1,181.25
				*** VENDOR TOTALS ***			3 CHECKS		3,603.00
1062		WASTE MANAGEMENT							
	I-1830175-2008-5	REFUSE DISPOSAL	R	2/15/2008	389.36		003767		389.36
				*** VENDOR TOTALS ***			1 CHECKS		389.36
1010		WEST							
	I-815334096	WESTLAW: 01/01/08-01/31/08	R	2/15/2008	380.81		003768		380.81
				*** VENDOR TOTALS ***			1 CHECKS		380.81
1412		WESTIN ENGINEERING, INC.							
	I-29921	ASSET MGMT BEST PRACT. PHASE 3	R	2/15/2008	10,207.05		003769		10,207.05
1412		WESTIN ENGINEERING, INC.							
	I-28686	LEX PUMP STA - DATASTREAM	R	2/27/2008	138.89		003799		
	I-29721	ASSET MGMT BEST PRACT. PHASE 3	R	2/27/2008	17,744.91		003799		17,883.80
				*** VENDOR TOTALS ***			2 CHECKS		28,090.85

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	120	4,738,305.91	9.29	4,738,315.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTAL	120	4,738,305.91	0.00	4,738,305.91

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 2/01/2008 THRU 2/29/2008
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

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