DuPage Water Commission

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

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, NOVEMBER 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

- Regular Meeting of October 9, 2008

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

RECOMMENDED MOTION: To approve the Minutes of the October 9, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – October 2008

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

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

VI. Committee Reports

A. Administration Committee

1. Report of 11/13/08 Administration Committee

2. Actions on Items Listed on 11/13/08 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 11/13/08 Engineering & Construction Committee

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.

2. Actions on Items Listed on 11/13/08 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 11/13/08 Finance Committee

2. Actions on Items Listed on 11/13/08 Finance Committee Agenda

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-56-08: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/08)

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

B. Resolution No. R-59-08: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

C. Resolution No. R-63-08: A Resolution Awarding a Contract for the Supply of Self Contained Breathing Apparatus (SCBA) and Associated Services and Accessories

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

D. Resolution No. R-64-08: A Resolution Approving, Ratifying, and Accepting New Pricing Exhibits to the Electricity Sales Agreement with Exelon Energy Company

(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-57-08: A Resolution Directing Re-Advertisement for Bids on a Contract for Valve Actuator Replacement (Contract VA-1/08)

(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—3 County + 3 Muni+1=7)

B. Resolution No. R-58-08: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-4/08)

(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—3 County + 3 Muni+1=7)

C. Resolution No. R-60-08: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the November 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—3 County + 3 Muni+1=7)

D. Resolution No. R-62-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the November 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—3 County + 3 Muni+1=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

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

B. Resolution No. R-55-08: A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation—75th and Washington Streets, Naperville (Contract TS-7/08)

(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—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To adopt Resolution No. R-55-08: A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation—75th and Washington Streets, Naperville (Contract TS-7/08) (Roll Call).

C. Request by DuPage County for Delay of a Portion of the Capital Cost Recovery Charge Payment

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

RECOMMENDED MOTION: To deny the informal request by DuPage County for a further waiver of the capital cost recovery charge for the York Center service area, and to repeal the conditional approval granted at the October 9, 2008, Board meeting (Roll Call).

D. Summary of Action Taken Since Previous Meeting

XI. New Business

- Resolution No. R-61-08: A Resolution Awarding a Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station (Contract PSD-7/08)

(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—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To adopt Resolution No. R-61-08: A Resolution Awarding a Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station (Contract PSD-7/08) (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—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $44,981.02 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. Action on Personnel Matters Discussed in Executive Session

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

XV. Adjournment

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

DRAFT

MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, OCTOBER 9, 2008 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

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

Commissioners in attendance: L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Commissioners Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

Also in attendance: Treasurer R. Thorn, R. Martin, R. M. Richter, T. McGhee, M. Crowley, J. Schori, E. Kazmierczak, and J. Nesbitt

RECOGNITIONS, OATHS, AND PLAQUES

Chairman Rathje administered the official oath to reappointed Commissioner Larry Hartwig, Municipal Representative District 1.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Murphy moved to approve the Minutes of the September 11, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Mathews and approved by a Voice Vote.

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

Commissioner Mueller moved to approve the Executive Session Minutes of the September 11, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Saverino and approved by a Voice Vote.

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

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of September 2008 which showed receipts of $6,772,485.00, disbursements of $7,104,317.00, and a cash and investment balance of $73,888,282.00.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

Even though there was no meeting due to the lack of a quorum, Commissioner Murphy reported that the Committee members who were present favorably considered the creation of a Document Management Specialist position within the Commission's organization. General Manager Martin advised that the Document Management Specialist would assist in defining document management needs, goals, and objectives and coordinate the implementation and maintenance of a comprehensive document management program for the Commission. General Manager Martin further advised that if the Board approved the creation of the position, then he planned to promote the temporary recording secretary and GIS Intern, Jenessa Nesbitt, to the permanent, full-time position, noting that Jenessa is in her second GIS internship at the Commission and has proved herself in more than one field of work. General Manager Martin concluded his report by noting that even though current personnel costs were currently under budget, filling the position would result in a relatively small overage by fiscal year end.

Commissioner Murphy moved to create the position of Document Management Specialist within the Commission's organization and to authorize the promotion of the temporary recording secretary and GIS Intern to that permanent, full-time position. Seconded by Commissioner Mathews.

Commissioner Hartwig suggested it would be more appropriate for the Board to limit its action to creating the position, leaving the appointment to the discretion of the General Manager in accordance with the General Manager's authority under the By-Laws. After Commissioner Murphy, with the consent of the seconder, amended his motion to limit the Board's action to creating the position, the amended motion to create the position of Document Management Specialist within the Commission's organization was unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

In response to Commissioner Mueller's question, General Manager Martin confirmed that he did not intend to refill the GIS Intern position but, rather, the GIS Intern duties would be included within the duties of the Document Management Specialist. General Manager Martin also agreed to provide a copy of the job description for the Document Management Specialist once finalized, together with the starting salary for that position, as requested by Commissioner Hartwig.

Engineering & Construction Committee

Commissioner Maio reported that the Engineering & Construction Committee recommended that the request by the City of Naperville to supplement the cost of relocation of the transmission main at 75th St. and Washington Ave. be deferred for discussion at the end of the Regular Meeting Agenda due to the lengthy discussion that might take place. Commissioner Maio concluded his report by noting that the Engineering & Construction Committee recommended for approval all of the other items on the Engineering & Construction Agenda.

Finance Committee

Commissioner Mathews reported that the Finance Committee recommended for approval Resolution No. R-46-08: A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial Services; Resolution R-54-08: A Resolution Authorizing the Electronic Transfer of Funds for the Remittance of Vendor Payments; and the Insurance Renewal. Commissioner Mathews explained that approval of the Electronic Funds Transfer Resolution would eliminate, or at least reduce, manual processing of checks for the remittance of payments to Commission vendors, and that the cost of the Insurance Renewals had decreased by about $70,000 from last year's renewal, which represents about a 20% reduction.

CHAIRMAN'S REPORT

Chairman Rathje thanked the Village of Addison for recording the 2008 Water Quality luncheon which featured Dr. Robert Morris discussing his book *The Blue Death*. He stated that the video of the 2007 Water Conservation luncheon featuring Peter Annin discussing his book *The Great Lakes Water Wars* was well received and has been repeatedly played on public access cable channels.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Hartwig 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 Zeilenga and unanimously approved by a Roll Call Vote:

Majority Omnibus Vote

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

Nays: None

Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

Item 1: Resolution No. R-49-08: A Resolution Awarding a Contract for Chain Link Fencing and Gate Work at the DuPage Pumping Station—"Majority Omnibus Vote"

Item 2: Resolution No. R-50-08: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission—"Majority Omnibus Vote"

Item 3: Resolution No. R-53-08: A Resolution Releasing Certain Executive Session Meeting Minutes at the October 9, 2008, DuPage Water Commission Meeting—"Majority Omnibus Vote"

Item 4: Resolution No. R-54-08: A Resolution Authorizing the Electronic Transfer of Funds for the Remittance of Vendor Payments—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Mueller 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: L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

Item 1: Resolution No. R-46-08: A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial Services—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-47-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the October 9, 2008, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-48-08: A Resolution Directing Advertisement for Bids on a Contract for Valve Actuator Replacement (Contract VA-1/08)—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-51-08: A Resolution Approving a First Amendment to Task Order No. 21 Under the Master Contract with Consoer Townsend Envirodyne Engineers, Inc.—"Super/Special Majority Omnibus Vote"

Item 5: Resolution No. R-52-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QRE-3/07 at the October 9, 2008, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

None

NEW BUSINESS

Commissioner Saverino moved to purchase property and liability insurance coverage in accordance with the September 10, 2008, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., for a total premium of $492,032.00. Seconded by Commissioner Mathews and approved by a Roll Call Vote.

Ayes: L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Abstain: W. Maio

Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

Before moving on to the next Agenda item, General Manager Martin reported that he recently met with representatives of DuPage County who indicated that the County would be requesting, by letter, a further waiver of the capital cost recovery charge (capital buy-in) for the York Center service area. According to the County representatives, the portions of the DuPage County waterworks system serving the York Center service area were "close" to being sold to the Village of Lombard.

General Manager Martin reminded the Board that it had approved, at its December 2007 meeting, a waiver of the capital cost recovery charge payment attributable to the North Regional Water Facility and the York Center service areas until October 1, 2008, subject to charging the capital cost recovery charge attributable to the North Regional Water Facility service area and/or the York Center service area from January 1, 2008, if, at October 1, 2008, the portions of the DuPage County waterworks system serving the North Regional Water Facility service area and/or the York Center service area, as the case may be, were still in the possession of the County.

After Commissioner Mueller expressed his surprise at hearing that the proposed sale to Lombard was close at hand, Commissioner Murphy moved to approve, subject to ratification and further refinement at the November 2008 Board meeting, a narrowly defined time-limited waiver of the capital cost recovery charge for the York Center service area. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

ACCOUNTS PAYABLE

Commissioner Mathews moved to approve the Accounts Payable in the amount of $1,329,708.15 subject to submission of all contractually required documentation. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

EXECUTIVE SESSION

None

As requested by the Engineering & Construction Committee, the Board then discussed the request by the City of Naperville to supplement the cost of relocation of the transmission main at 75th St. and Washington Ave. Commissioner Maio asked for a presentation about the proposed pipeline realignment, which General Manager Martin asked Pipeline Supervisor Kazmierczak to present.

Pipeline Supervisor Kazmierczak advised that the City of Naperville and the County of DuPage have been working in partnership on a project designed to improve the flow of both vehicular and pedestrian traffic at the intersection of 75th Street and Washington Street in the City of Naperville. Pipeline Supervisor Kazmierczak further advised that Commission maintains a 30" diameter steel watermain extending throughout the entire length of the 75th Street limits of improvements. Pipeline Supervisor Kazmierczak added that, through design changes, all but approximately 500 L.F. of conflict with the Commission's 30" main had been eliminated (down from approximately 3,000 L.F.), and that the approximately 500 L.F. of relocation required is necessary solely to avoid conflict with the City's proposed pedestrian tunnel, 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 a design meeting held with City representatives alone several years earlier. Pipeline Supervisor Kazmierczak concluded his report by noting that the City has offered to reimburse the Commission in an amount equal to 55% of the cost of relocation that the City estimates to be between $150,000.00 and $300,000.00.

Commissioner Poole responded that the proposed pedestrian tunnel is solely a County improvement, that the approximately 500 L.F. of relocation required is solely in County right-of-way, and that the City is the designated lead agency under an intergovernmental agreement with the County and is acting "on behalf of the County" in requesting the Commission relocate its conflicting watermain.

General Manager Martin countered that it was staff's understanding that the proposed pedestrian tunnel is a City improvement and that the County is not paying any part of the cost of the proposed pedestrian tunnel. General Manager Martin added that historically, in cases of right-of-way conflicts with municipal facilities, the Commission has always followed a "first in time; first in right" philosophy regarding relocation costs such that, if new Commission facilities required the relocation of pre-existing municipal facilities, the Commission would pick up the cost and vice versa.

In response to Commissioner Poole's question concerning whether the Staff Attorney had written an approving opinion to the City's attorney, Staff Attorney Crowley advised that she had orally advised the City's attorney that the Commission has an express statutory right to construct, maintain, and extend its water mains along, upon, under and across any highway, street, alley or public ground in the state, including highways within a municipality, as a proper use of highways, without payment of a fee, and that only State and County highway authorities have an express statutory right to require governmental utilities to relocate their facilities at their own cost only in highways under their jurisdiction. As such, the Staff Attorney noted that she had prepared and forwarded to the City's attorney a draft intergovernmental agreement providing for the relocation of the Commission's facilities at the City's sole cost and expense.

Commissioner Hartwig commented that if the proposed pedestrian tunnel is a County-desired improvement in County right-of-way, then the County should write a letter to the Commission requesting relocation of the conflicting facilities. Commissioner Mueller agreed with Commissioner Hartwig, noting the County needed to explain the genesis of the project and which party is requesting the proposed pedestrian tunnel.

Commissioner Murphy commented that acceding to Naperville's request would establish a very bad precedent, that the October 3, 2008, letter from the City's Department of Public Utilities—Water and Wastewater may not be entirely accurate, that it seemed as if this was a Naperville project that the County is involved with, and that he doubted the County would ask that the Commission relocate its facilities for the proposed pedestrian tunnel.

Commissioner Maio then summarized the additional information that he and the other Commissioners felt was needed before a decision could be made: (1) The justification and methodology for the cost sharing proposed by Naperville, especially in light of the County's lack of any financial contribution toward the proposed pedestrian tunnel; (2) A plan detailing existing and proposed City/County facilities together with Commission existing and proposed relocated facilities; and (3) A letter from the County explaining the genesis of the project, the party requesting the proposed pedestrian tunnel, and any relocation of conflicting Commission facilities being requested by the County. Commissioner Hartwig added a fourth item: The unique circumstances that would distinguish Naperville's request from other municipal right-of-way conflicts.

<u>Commissioner Maio moved to table consideration of Naperville's request until such time as staff obtained the additional information requested by the Board and representatives</u>

of the County and/or Naperville are in attendance to make a formal presentation to the Board and answer questions regarding the project, its funding, and the request for the Commission to share in the cost of relocation. Seconded by Commissioner Hartwig and approved by a Roll Call Vote:

Ayes: L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, D. Zeilenga, and L. Rathje

Nays: A. Poole

Absent: T. Bennington, E. Chaplin, T. Elliott, and J. Zay

Commissioner Maio moved to adjourn the meeting at 8:18 P.M. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0810.doc

DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
October 31, 2008

	CURRENT MONTH			YEAR TO DATE		
	FY 2009	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
REVENUE						
WATER SALES	$ 4,031,730	2,932,529	1,099,201	20,600,410	16,201,031	4,399,379
SALES TAX	2,820,224	2,998,543	(178,319)	16,937,951	14,772,554	2,165,397
INVESTMENT INCOME	285,854	165,749	120,105	869,724	662,871	206,853
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	7,137,808	6,096,821	1,040,987	38,408,085	31,636,456	6,771,629
EXPENDITURES						
PERSONAL SERVICES	354,536	270,113	84,423	2,022,297	1,754,121	268,176
PROFESSIONAL SERVICES	40,266	2,471	37,795	241,629	66,260	175,369
CONTRACTUAL SERVICES	6,429	94,242	(87,813)	48,826	171,514	(122,688)
INSURANCE	500,278	-	500,278	559,677	40,753	518,924
WATER SUPPLY COSTS	4,524,409	4,429,096	95,313	28,632,581	22,148,119	6,484,462
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	12,641,293	11,490,093	1,151,200
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	1,356,267	457,921	898,346	1,811,366	1,018,458	792,908
TOTAL EXPENDITURES	6,782,185	5,253,843	1,528,342	45,957,669	36,689,318	9,268,351
REBATES	-			40,000,000	-	
TRANSFER TO OTHER GOVERNMENTS	-	-		-	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	355,623	842,978	(487,355)	(47,549,584)	(20,052,862)	(2,496,722)

FUNDS CONSIST OF:	October 31, 2008	October 31, 2007	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	114,492	1,000	113,492
CASH AT HARRIS BANK	65,148	139,028	(73,880)
TOTAL CASH	187,966	148,354	39,612

	October 31, 2008	October 31, 2007	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	18.40%	25.01%	-37.3%	13,650,621	21,761,390	(8,110,769)
ILLINOIS FUNDS PRIME FUND	24.72%	20.49%	2.9%	18,341,812	17,821,907	519,905
GOVERNMENT MONEY MARKET FUNDS	4.14%	4.80%	-26.4%	3,073,048	4,175,298	(1,102,250)
U S TREASURY INVESTMENTS	25.11%	19.23%	11.4%	18,630,708	16,725,571	1,905,137
U S AGENCY INVESTMENTS	0.00%	0.00%	0.0%	-	-	-
CERTIFICATES OF DEPOSIT	27.63%	30.47%	-22.6%	20,500,000	26,500,000	(6,000,000)
TOTAL INVESTMENTS	100.00%	100.00%		74,196,189	86,984,166	(12,787,977)
TOTAL FUNDS				74,384,155	87,132,520	(12,748,365)
UNRESTRICTED FUNDS				22,719,714	37,071,913	
RESTRICTED FUNDS				51,664,441	50,060,607	
TOTAL FUNDS				74,384,155	87,132,520	

DATE: November 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/08) Resolution No. R-56-08	**APPROVAL**	

Account Number: 01-60-6632

Pursuant to Resolution No. R-31-07, the Commission approved Task Order No. 6 to the Master Contract with EN Engineering, LLC to review, analyze, and report findings of the Commission's existing South Transmission Main corrosion data, recommend corrosion mitigation measure(s), design and prepare contract plans and specifications, and provide bidding services in connection with a project to mitigate corrosion activity on the South Transmission Main.

Approval of Resolution No. R-56-08 would authorize advertisement for bids on a Contract for the Construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/08), and would establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds.

MOTION: To approve Resolution No. R-56-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-56-08

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT FOR THE CONSTRUCTION OF CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN
(Contract TS-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 "Contract for the Construction of Corrosion Protection and Control for the South Transmission Main—Contract TS-8/08" (the "Contract").

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

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

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

"Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-56-08.doc

EXHIBIT A

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CORROSION PROTECTION AND CONTROL FOR THE SOUTH TRANSMISSION MAIN CONTRACT TS-8/08

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: EN Engineering, LLC
7135 Janes Avenue
Woodridge, Illinois 60517

1. **Invitation to Bid**

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

> Furnish all labor, equipment, and materials for the installation of alternating current rectifiers and sacrificial anode groundbeds at three separate and discreet locations, and all other appurtenant Work, in DuPage County, Illinois.

The Work shall be performed at the following three separate and distinct sites that collectively comprise the Work Site:

1. 2035 75th Street, Naperville, Illinois 60565—Naperville Church of Christ
2. 2050 West 75th Street, Woodridge, Illinois 60517—Center Point Shopping Center
3. 142 Plainfield Road, Darien, Illinois 60561—Marion Hills Bible Church

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

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

(1) Invitation for Bidder's Proposals;

(2) General Instructions to Bidders;

(3) Special Instructions to Bidders;

(4) Addenda, if issued;

(5) Bidder's Proposal;

(6) Bidder's Sworn Acknowledgement;

(7) Bidder's Sworn Work History Statement;

(8) Other Information Submitted by Bidder, if requested;

(9) Notice of Award; and

(10) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of $**[TO BE DETERMINED]** 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. In making copies of the Bid Package available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, **[TO BE DETERMINED]**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds, and Insurance**

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

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

DATED this **[TO BE DETERMINED]** day of **[TO BE DETERMINED]**, 2008.

DuPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CORROSION PROTECTION AND CONTROL
FOR THE SOUTH TRANSMISSION MAIN
CONTRACT TS-8/08

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

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

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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

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

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

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

4. Taxes and Benefits

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

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

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

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

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

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

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

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. **Bid Security**

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid

Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

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

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

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

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. **Disqualification of Bidders**

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

this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

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

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

13. **Award of Contract**

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

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Notice of Award; Effective Date of Award**

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

15. **Closing of Contract**

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

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. **Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

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

EXHIBIT C

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

CORROSION PROTECTION AND CONTROL
FOR THE SOUTH TRANSMISSION MAIN
CONTRACT TS-8/08

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

A. Work Site. The three discrete sites that collectively comprise the Work Site are adjacent to Owner's 36" South Transmission Main, the location of which is generally shown on the **[TO BE DETERMINED]** sheets of the Contract Drawings. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Bidders may examine at the offices of Owner and Engineer the "Drawings of Record" for the 36" South Transmission Main to which the Corrosion Protection and Control to be constructed under the Contract will be attached. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders for provisions related to the improper use of this information.

B. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part **[TO BE DETERMINED]** of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and the amount of the equitable adjustment in the Contract Price for any such Work ordered by Owner that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

C. Last Minute Changes. If there is a "last minute change" in price for any Unit or Indeterminate Unit Price Item named in the Bidder's Proposal form, Bidders may include in the place provided therefor in the Schedule of Prices included in the Bidder's Proposal a listing of all such changes, to avoid changing the tabulated extension of the affected Unit or Indeterminate Unit Price Item and resulting subtotals and Contract Price Total; provided, however, that the amount or amounts shown to be added to or deducted from the Contract Price Total for such Unit or Indeterminate Unit Price Item (i) shall not be utilized as an alternate to supplying a separate requested price for each and every item named in the Bidder's Proposal form and (ii) shall be based on Unit or Indeterminate Unit Price Items that fully comply, without exception, to the Specifications included in this Bid Package and all other requirements of the

Contract. **Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for such Unit or Indeterminate Unit Price Item may be rejected or may be interpreted as a "deduct."**

2. **Special Construction Considerations**

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete or impose special starting date limitations on any portion of the Work to be performed. In the event Owner deletes any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion or specially imposed starting date limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the Contract included in this Bid Package for provisions related to changes and delays.

SUBJECT TO THE LIMITATIONS SET FORTH BELOW WITH RESPECT TO PROPERTY ACQUISITION, BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PRIORITIZE THE WORK AMONG THE THREE DISCRETE SITES THAT COLLECTIVELY COMPRISE THE WORK SITE SUCH THAT THE INSTALLATION OF THE GROUNDBED WITH THE GREATEST POTENTIAL FOR MITIGATING INDUCED AC ELECTRICAL CURRENT CURRENTLY PRESENT ON OWNER'S SOUTH TRANSMISSION MAIN IS PROVIDED, PERFORMED, AND COMPLETED FIRST, THE GROUNDBED WITH THE SECOND GREATEST POTENTIAL FOR MITIGATING INDUCED AC ELECTRICAL CURRENT CURRENTLY PRESENT ON OWNER'S SOUTH TRANSMISSION MAIN IS PROVIDED, PERFORMED, AND COMPLETED SECOND, AND SO FORTH UNTIL ALL WORK IS FULLY PROVIDED, PERFORMED, AND COMPLETED. IN ADDITION, ONCE CONSTRUCTION OPERATIONS BEGIN AT ANY ONE OR MORE OF THE THREE DISCRETE SITES THAT COLLECTIVELY COMPRISE THE WORK SITE, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO CONTINUOUSLY PROSECUTE ALL WORK WITHIN SUCH DISCRETE SITE TO COMPLETION, INCLUDING WITHOUT LIMITATION FINAL RESTORATION (WEATHER PERMITTING).

NOTWITHSTANDING THE FOREGOING, HOWEVER, BIDDERS ARE ALSO SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL NOT WORK ON PROPERTY REQUIRING THE OBTAINING OF AN EASEMENT OR OTHER AGREEMENT UNTIL OWNER HAS OBTAINED THE NECESSARY EASEMENT OR OTHER AGREEMENT. IN ADDITION, THE SUCCESSFUL BIDDER SHALL BE ALLOWED AND REQUIRED TO SCHEDULE THE WORK AS NECESSARY TO PERFORM THE WORK AT OR BY THE TIMES SPECIFIED IN THOSE AGREEMENTS.

BIDDERS ARE DIRECTED TO SECTION [TO BE DETERMINED] OF ATTACHMENT D TO THE CONTRACT INCLUDED IN THIS BID PACKAGE FOR A FURTHER DESCRIPTION OF THE SPECIAL SCHEDULING REQUIREMENTS FOR THE WORK.

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

The following Persons may be contacted in reference to the above:

[TO BE DETERMINED]

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO ATTACHMENT D TO THE CONTRACT INCLUDED IN THIS BID PACKAGE FOR SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of Owner available easement or other agreements pertaining to the sites where the Work is to be performed on property not owned by Owner. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties. The successful Bidder shall not work on property requiring the obtaining of an easement or other agreement until Owner has obtained the necessary easement or other agreement.

Attachment D to the Contract included in this Bid Package delineates some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether or not separately specified in Attachment D to the Contract. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements

may be subject to change and that additional special requirements may be added at a later date.

DATE: November 7, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Administration
ITEM	A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-59-08	**APPROVAL**	

Account Number: N/A

Resolution No. R-59-08 is a Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission. The Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution because these assets are no longer useful to the Commission.

MOTION: To approve Resolution No. R-59-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-59-08

A RESOLUTION AUTHORIZING THE DISPOSAL
OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DuPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, it is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain the personal property now owned by it and described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property");

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine.

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-59-08.doc

Resolution No. R-59-08

EXHIBIT A

Quantity	DWC Inventory Number	Description
11	N/A	Nextel I58SR Cellular Phones
3	N/A	Nextel I730 Cellular Phones
5	N/A	Nextel I560 Cellular Phones
1	N/A	Nextel I355 Cellular Phone
1	1211	Desk (Damaged)
1	1270	Computer (Defective)
1	1298	Computer (Defective)

DATE: November 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Operations / Safety Coordinator
ITEM	A Resolution Awarding a Contract for the Supply of Self Contained Breathing Apparatus (SCBA) and Associated Services and Accessories Resolution No. R-63-08	**APPROVAL**	

Account Number: 01-60-6627

The approved Management Budget for Fiscal Year 2008-2009 included $10,000 in account number 01-60-6627 for replacement Self Contained Breathing Apparatus (SCBA) equipment known to be exceeding its life expectancy. SCBA is emergency equipment necessary to perform rescues, confined space entries or emergency work in atmospheres that are determined to be immediately dangerous to life or health.

However, while conducting a SCBA needs assessment for all affected departments, it was determined that the Commission needed to purchase additional quantities of appropriate types of SCBA equipment to adequately distribute this equipment in field service trucks as well as at the DuPage Pumping Station. In addition, while some of the existing equipment manufactured by Scott Health & Safety remains useful and is familiar to Commission employees, it was determined that purchasing replacement and additional Scott Health & Safety SCBA equipment would be economically beneficial as well as provide standardization of equipment and ease of training.

The Commission solicited sealed proposals on Scott Health & Safety SCBA equipment by direct invitation of four authorized manufacturer's representatives on October 17, 2008, as well as by posting notice on the Commission's internet website beginning October 17, 2008. Sealed bids were received until 10:00 a.m., local time, October 31, 2008, at which time all bids were publicly opened and read aloud.

Of the three proposals received, the proposal of Hagemeyer North America, Inc. was the most favorable to the interests of the Commission.

Hagemeyer North America, Inc.	Orr Safety Corporation	Total Safety U.S., Inc.
$25,356.89	$28,697.71	$28,730.55

Resolution No. R-63-08 would award the Contract for the Supply of Self Contained Breathing Apparatus (SCBA) and Associated Services and Accessories to Hagemeyer North America, Inc. for the unit prices set forth in its Contract/Proposal, amounting to $25,356.89.

MOTION: To approve Resolution No. R-63-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-63-08

A RESOLUTION AWARDING A CONTRACT FOR THE SUPPLY OF SELF CONTAINED BREATHING APPARATUS (SCBA) AND ASSOCIATED SERVICES AND ACCESSORIES

WHEREAS, sealed proposals for the Supply of Self Contained Breathing Apparatus (SCBA) and Associated Services and Accessories were received on October 31, 2008; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Hagemeyer North America, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Supply of Self Contained Breathing Apparatus (SCBA) and Associated Services and Accessories to Hagemeyer North America, Inc. for the unit prices set forth in its Contract/Proposal, amounting to $25,356.89, 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 Request for Proposals 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-63-8.doc

DATE: November 7, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Approving, Ratifying, and Accepting New Pricing Exhibits to the Electricity Sales Agreement with Exelon Energy Company Resolution No. R-64-08	**APPROVAL**	

Account Number: 01-60-6612

The Illinois Electric Customer Choice and Rate Relief Law of 1997 (the "Law") restructured the Illinois electric utility industry to offer customers choices about who supplies their electric power, competitive prices for that power and new services. As a result of the Law, the Commission retained the services of the consulting firm of SPI Energy Group (SPI) to evaluate the Commission's energy needs to determine whether the Commission's energy costs could be reduced by choosing a different supplier of electric power as allowed under the Law. SPI is also the Commission's Illinois electric market consultant designated pursuant to Resolution No. R-73-00.

In late 2007, the Commission went through a detailed and extensive proposal process in the selection of its current power supplier, Exelon Energy Company. Pursuant to Resolution No. R-70-07, as amended by Resolution No. R-14-08, the General Manager was authorized to enter into a pre-approved agreement with Exelon so long as (a) the energy price component of the total electric cost did not exceed 7.20 cents per kWh and (b) the length of service did not exceed March 2011. 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, as market conditions change. In accordance with that authority, the General Manager entered in the pre-approved Exelon Electricity Sales Agreement, with specific pricing terms and length of service established by entering into Pricing Exhibits as needed from time to time.

The term of the Commission's current Pricing Exhibits expire on March 26, 2009. SPI recommended against going through a detailed proposal process so soon after the 2007 process, adding that it views Exelon as competitive currently as they were last year. SPI further recommended that for the period March, 2009 through March, 2011, new On-Peak and Off-Peak pricing terms be established, allowing the Commission to, potentially, economize on its electric power supply costs. According to SPI, the power supply market is at a relatively low level, currently, which warrants longer term price stability, and the new pricing terms for the period March, 2009 through March, 2011 are below the pricing terms for the current period. Projected cost savings are estimated to be 8.6% ($294,000) compared to current Exelon pricing.

Resolution No. R-64-08 would approve and ratify the execution of the new Pricing Exhibits B, E and F to the Electricity Sales Agreement with Exelon Energy Company.

MOTION: To approve Resolution No. R-64-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-64-08

A RESOLUTION APPROVING, RATIFYING, AND ACCEPTING NEW PRICING SCHEDULES TO THE ELECTRICITY SALES AGREEMENT WITH EXELON ENERGY COMPANY

WHEREAS, pursuant to Resolution No. R-70-07, as amended by Resolution No. R-14-08, the Commission entered into an Electricity Sales Agreement with Exelon Energy Company, with specific pricing terms and length of service established by entering into Pricing Exhibits as needed from time to time; and

WHEREAS, SPI Energy Group (SPI), the Commission's Illinois electric market consultant, recommended that new On-Peak and Off-Peak Pricing Exhibits be accepted by the Commission for the period March, 2009 through March, 2011;

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

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

SECTION TWO: New Exhibits B, E, and F to the Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company in the form attached hereto and by this reference incorporated herein and made a part hereof as Group Exhibit 1, and all things provided for therein, shall be and they hereby are accepted by the Commission without further act; the Board of Commissioners of the DuPage Water Commission hereby ratifying, affirming, confirming, approving, and accepting all actions of the General Manager related thereto.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

ATTEST:

_____
Chairman

_____
Clerk

Board/Resolutions/R-64-08.doc

Group Exhibit 1

Exelon. Energy

Customer Name: DUPAGE WATER COMMISSION

Facility Account Number: 2937170004

TERM OF EXHIBIT B

This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effectivewith the Customer's **Mar-2009** meter reading, on or about **3/27/2009** (the "Beginning Meter Reading"), and continue throughthe Customer's **Mar-2011** meter reading, on or about **3/24/2011** (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE(S)

Customer shall pay Exelon Energy the Energy Charge(s) as defined above. The following Energy Price(s) shall be used to determine the Energy Charge.

$0.05907 per kWh On Peak

$0.03893 per kWh Off Peak

On-Peak shall be from 09:00AM to 10:00PM CPT Monday through Friday, except NERC Holidays; Off-Peak shall be any other hours not included in the On-Peak.

LINE LOSSES

Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY

Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY		CUSTOMER: DUPAGE WATER COMMISSION	
By:		By:	Robert L. Martin
Print Name:		Print Name:	ROBERT L. MARTIN
Title:		Title:	GENERAL MANAGER

EXHIBIT E - FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGES – FIXED ENERGY PRICE PRODUCT

Exelon. Energy

Customer Name: DUPAGE WATER COMMISSION

Facility Account Number(s): 2937170004

TERM OF EXHIBIT E

This Exhibit E is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit E for the Facility Account Number set forth above shall become effectivewith the Customer's **Mar-2009** meter reading, on or about **3/27/2009** (the "Beginning Meter Reading"), and continue throughthe Customer's **Mar-2011** meter reading, on or about **3/24/2011** (the "Ending Meter Reading"). This Exhibit E for the Facility Account Number set forth above supersedes any prior Exhibit E covering the Pricing Period as defined below. If Customer has morethan one Facility Account Number the applicable Pricing Period for each of the Facility Account Numbers shall be set forth in Schedule E-1 attached hereto.

DEFINITIONS.

All capitalized terms used but not defined in this Exhibit E shall have the same meaning ascribed to them in the Agreement or in Exhibit B, as the case may be.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Read

"RTO Charge" shall be the product of the Fixed RTO Price as set forth below and Customers Actual Usage for the applicable Billing Period.

FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE.

Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

$0.01842 per kWh

This Exhibit E shall govern in the event of an inconsistency between it and Section 4 of the Agreement.

Authority.

Each party represents and warrants that the person signing this Exhibit E is authorized to do so and that this Exhibit E is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit E shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY		CUSTOMER: DUPAGE WATER COMMISSION	
By:		By:	Robert L. Martin
Print Name:		Print Name:	ROBERT L. MARTIN
Title:		Title:	GENERAL MANAGER

Exhibit F - Fixed Energy Line Loss Charges

Exelon. Energy

Customer Name: DUPAGE WATER COMMISSION

Facility Account Number(s): 2937170004

1. TERM OF EXHIBIT F

This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effectivewith the Customer's **Mar-2009** meter reading, on or about **3/27/2009** (the "Beginning Meter Reading"), and continue throughthe Customer's **Mar-2011** meter reading, on or about **3/24/2011** (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

2. DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

3. ENERGY LINE LOSS CHARGE.

Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

3.81%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

Authority

Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY		CUSTOMER: DUPAGE WATER COMMISSION	
By:		By:	Robert L Martin
Print Name:		Print Name:	ROBERT L. MARTIN
Title:		Title:	GENERAL MANAGER

DATE: October 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Remote Facilities / Instrumentation
ITEM	A Resolution Directing Re-Advertisement for Bids on a Contract for Valve Actuator Replacement (Contract VA-1/08) Resolution No. R-57-08	**APPROVAL**	

Account Number: 01-60-6633

Pursuant to Resolution No. R-48-08, the Board authorized advertisement for bids on a contract for the upgrade of motor operated valve actuators at four Commission standpipes and at four remotely operated valve locations. The upgrades are needed in order to have more precise control of the motor operated valves at the standpipes and to replace obsolete actuators at the remotely operated valve locations.

The initial bidding of the project yielded only one bidder, yet 19 bid packages were distributed to potential bidders. The non-bidding potential bidders indicated that they did not bid the project for a variety of reasons, including lack of time, late pricing information, too much mechanical work, too little mechanical work, and insufficient information about the work sites. As a result, the bid package for the project has been revised to address issues raised by the non-bidding potential bidders, where appropriate, and staff is recommending that the project be re-bid with a December 16, 2008, bid opening date.

Resolution No. R-57-08 would authorize re-advertisement for bids on a contract for the upgrade of the valve actuators, and would establish all requirements necessary for the re-bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.

MOTION: To approve Resolution No. R-57-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-57-08

A RESOLUTION DIRECTING RE-ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR VALVE ACTUATOR REPLACEMENT
(Contract VA-1/08)

WHEREAS, pursuant to Resolution No. R-48-08, bids for Contract VA-1/08: Valve Actuator Replacement were received on October 27, 2008; and

WHEREAS, only one proposal was received and, in accordance with the Commission's By-Laws and the General Instructions to Bidders, the Commission has determined that it would be in the best interest of the Commission to reject the proposal received and invite new proposals for the work;

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

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

SECTION TWO: Re-Advertisement for Bids. The General Manager is hereby authorized and directed to re-advertise for bids for the contract entitled "Contract for Valve Actuator Replacement—Contract VA-1/08" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

SECTION FOUR: Requirements for Re-Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted

to the Commission in accordance with the "General Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B.

SECTION FIVE: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is deemed by the Commission to be in the best interests of the Commission and the public. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission's By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

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

SECTION SEVEN: Repeal. Resolution No. R-48-08 shall be and hereby is repealed in its entirety and shall be of no further force or effect.

SECTION EIGHT: 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-57-08.doc

EXHIBIT A

DuPAGE WATER COMMISSION

CONTRACT FOR VALVE ACTUATOR REPLACEMENT
CONTRACT VA-1/08

INVITATION FOR BIDDER'S PROPOSALS

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

1. **Invitation to Bid**

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

Furnishing all labor, materials, and equipment to remove and replace eight (8) existing valve actuators at four (4) DuPage Water Commission standpipes and four (4) Remote Operated Valves.

The Work shall be performed at the following Work Sites:

Standpipe #2, 1900 Bloomingdale Road, Glendale Heights, IL, located on the west side of Bloomingdale Road between Army Trail Road and Fullerton Avenue.

Standpipe #3, 1111 E. Warrenville Road, Naperville, IL, located north of Warrenville Road and west of Naperville Road.

Standpipe #4E, 23W513 75th Street, Lisle Township, IL, located on the south side of 75th Street and west of Route 53.

Standpipe #4W, 23W513 75th Street, Lisle Township, IL, located on the south side of 75th Street and west of Route 53.

ROV 7A, within the parkway of the northeast corner of Fairview Avenue and 75th Street in the Village of Downers Grove, Illinois.

ROV 8C, in the center east bound lane of 55th Street near Park Avenue in the Village of Downers Grove, Illinois.

ROV 16A, within the parkway on the south west corner of Butterfield Road and Meyers Road in the Village of Oak Brook, Illinois.

ROV 15D, within the drainage ditch on the north side of 75th Street east of Book Road in the City of Naperville, Illinois.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

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

(1) Invitation for Bidder's Proposals;

(2) General Instructions to Bidders;

(3) Addenda, if issued;

(4) Bidder's Proposal;

(5) Bidder's Sworn Acknowledgement;

(6) Bidder's Sworn Work History Statement;

(7) Other Information Submitted by Bidder, if requested;

(8) Notice of Award; and

(9) Contract, including all of its Attachments and Appendices, if any.

4. Inspection and Examination

The Bid Package may be examined and a copy obtained, free of charge, at the office of Owner as listed above. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until one (1) o'clock, p.m., local time, December 16, 2008, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds, and Insurance**

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

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

DATED this 14th day of November, 2008.

DuPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION

CONTRACT FOR VALVE ACTUATOR REPLACEMENT
CONTRACT VA-1/08

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

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

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

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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

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

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

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

4. **Taxes and Benefits**

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

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

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

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

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

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

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

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. **Bid Security**

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid

Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

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

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

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

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

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

this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

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

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

13. **Award of Contract**

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

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Notice of Award; Effective Date of Award**

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

15. **Closing of Contract**

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

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. **Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

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

DATE: November 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-4/08) Resolution No. R-58-08	**APPROVAL**	

Account Number: 01-60-6560 and 01-60-6633

The Commission entered into agreements dated February 12, 2007, with Ridgewood Engineering, Inc. and Divane Bros. Electric Co. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-3/07). Contract QRE-3/07 expires December 31, 2008, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-58-08 would authorize the advertisement for bids on Contract QRE-4/08 for quick response electrical work through December 31, 2010, 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-58-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-58-08

A RESOLUTION DIRECTING ADVERTISEMENT
FOR BIDS ON A CONTRACT FOR
QUICK RESPONSE ELECTRICAL WORK
(Contract QRE-4/08)

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 Electrical Contract — QRE-4/08" (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-58-08.doc

EXHIBIT A

DuPAGE WATER COMMISSION
CONTRACT QRE-4/08
QUICK RESPONSE ELECTRICAL CONTRACT

INVITATION FOR BIDS

1. **Bid Opening**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, December 1, 2008, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency 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, for not less than Twenty Five Thousand Dollars ($25,000.00), 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 Fifty Thousand Dollars ($50,000.00).

3. **The Commission and Its Project**

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, 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 plan 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 emergency electrical work related to the Commission's Waterworks System at any time from the date of execution of the Contract Agreement through December 31, 2010. Emergency electrical work includes, without limitation, electrical work 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.

7. **Pre-Bid Conference**

A pre-bid conference of all prospective Bidder's and/or their representatives shall be held at Owner's office listed above on _____, 2008, at 10:00 a.m. All prospective Bidder's and/or their representatives are strongly encouraged to attend the pre-bid conference.

DATED this ____ day of _____, 2008.

DuPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Section	Page		Section	Page
1.	Examination of Contract Documents	III-1	11.	Public Opening of Proposals	III-6
2.	Interpretation of Contract Documents	III-2	12.	Confidentiality	III-6
3.	Prevailing Wages	III-3	13.	Qualification of Bidders	III-7
4.	Taxes	III-3	14.	Disqualification of Bidders	III-7
5.	Preparation of Bidder's Proposal	III-3	15.	Award of Contract	III-8
6.	Requirements for Signing Proposals	III-4	16.	Effective Date of Award	III-9
7.	Bid Security	III-5	17.	Penalty for Collusion	III-9
8.	Surety and Insurance Commitments	III-5	18.	Closing	III-9
9.	Filing of Proposal	III-6	19.	Failure to Close	III-10
10.	Withdrawal of Proposal	III-6	20.	Time of Starting and Completion	III-10
			21.	Non-Discrimination	III-11

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 appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. 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.

All rates and fees stated in proposals shall include any other applicable taxes.

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 forty-five (45) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the forty-five (45) 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 forty-fifth 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 forty-five (45) 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 forty-five (45) 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 fourteen (14) 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 Emergency 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 Emergency 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: November 6, 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 Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the November 13, 2008, DuPage Water Commission Meeting Resolution No. R-60-08	**APPROVAL**	

Account No.: 01-60-6627

The Commission entered into a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. (CTE) dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-60-08 would approve the following Task Orders to the Master Contract:

Task Order No. 23: Hazard Evaluation and Control at Remote Facilities

Under Task Order No. 23, CTE will inspect and evaluate various Metering Station and Remotely Operated Valve (ROV) facilities and recommend structural or other measures to eliminate and/or control recognized hazards. Cost of this Task Order is not-to-exceed $50,000.00.

MOTION: To approve Resolution No. R-60-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-60-08

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE NOVEMBER 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-60-08.doc

EXHIBIT 1

TASK ORDER NO. 23

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**:

   Hazard Evaluation and Control at Remote Facilities

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

   Inspect and evaluate various Metering Station and Remotely Operated Valve (ROV) facilities and recommend structural or other measures to eliminate and/or control recognized hazards.

3. **Services of Consultant**:

   A. Basic Services:

      1. Inspect and evaluate not less than 10 remote facilities for potential hazards and recommend various remedial measures for the elimination and/or control of recognized hazards.

      2. For each remote facility evaluated, provide an economic analysis of the various alternative remedial measures to be considered.

      3. For each remote facility evaluated, prepare, for review and approval by Owner, a written report summarizing the foregoing, together with Consultant's opinion of probable Construction Cost and exhibits for each alternative considered and Consultant's recommendation.

   B. Additional Services:

      None

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

   None

4. **Commencement Date**:

   November 14, 2008

5. **Completion Date**:

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

6. **Submittal Schedule**:

None

7. **Key Project Personnel**:

None

8. **Contract Price**:

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

Notwithstanding the foregoing, the total Contract Price shall not exceed $50,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

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

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

10. **Modifications to Contract**:

None

11. **Attachments**:

None

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

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

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	R. Christopher Bostick
Title:	Facilities Construction Supervisor/Safety Coordinator
Address:	600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address:	bostick@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, Suite 600, Chicago, Illinois 60601
E-mail Address:	mike.winegard@cte.aecom.com
Phone:	(312) 373-6631
Fax:	(312) 373-6868

DATE: November 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation / Remote Facilities Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the November 13, 2008, DuPage Water Commission Meeting Resolution No. R-62-08	**APPROVAL**	

Account Number: 01-60-6633 (Work Authorization Order No. 006)
01-60-6631 (Work Authorization Order No. 007)

The Commission entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-62-08 would approve the following Work Authorization Orders under the Quick Response Contracts:

Work Authorization Order No. 006 to Rossi Contractors Inc.: The work involves replacement of a 24" butterfly valve in the vault at Tank Site 4W. The existing 24" butterfly valve failed so it does not seat in the closed position. The Commission pre-purchased a replacement 24" valve for the contractor to install. The contractor will have to purchase new ancillary hardware to use in the replacement. The cost of this work is not known but is estimated to be $26,000.00.

Work Authorization Order No. 007 to Rossi Contractors Inc.: This work was initiated prior to Board approval and was necessary in order to locate and repair the source of a leak on an existing 24" diameter steel watermain located on 55th Street in the Village of Downers Grove. The cost of this work is not known but is estimated to be $32,500.00.

MOTION: To approve Resolution No. R-62-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-62-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-8/08 AT THE
NOVEMBER 13, 2008, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined 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

Board/Resolutions/R-62-08.doc

Exhibit 1

WORK AUTHORIZATION ORDER

CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.006

LOCATION:

Tank Site No. 4W, 23W513 75th Street, Lisle Township, IL, located on the south side of 75th Street and west of Route 53.

CONTRACTOR:

Rossi Contractors, Inc.

DESCRIPTION OF WORK:

1. Contractor shall pick-up the Owner-furnished 24-inch Diameter Butterfly Valve at Owner's DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois. Immediately after pick-up, Contractor shall transport the Owner-furnished 24-inch Diameter Butterfly Valve to the Standpipe #4W Work Site for immediate installation.

2. All bolts, nuts, flange gaskets, and restraint harness tie-rods shall be replaced during the installation of the replacement 24-inch Diameter Butterfly Valve. All bolts, nuts, flange gaskets, and restraint harness tie-rods and any other required replacement parts shall be on hand before Work begins to remove the existing 24-inch Diameter Butterfly Valve.

3. The mechanical installation of the replacement 24-inch Diameter Butterfly Valve at Standpipe #4W shall be fully provided, performed, and completed on the same day that the existing 24-inch Diameter Butterfly Valve at Standpipe #4W being replaced is removed from operation.

4. The removal and replacement of the existing 24-inch Diameter Butterfly Valve at Standpipe #4W with an Owner-furnished 24-inch Diameter Butterfly Valve shall be fully provided, performed, and completed within seven days following pick-up of the Owner-furnished 24-inch Diameter Butterfly Valve at Owner's DuPage Pumping Station.

5. Contractor shall pick-up, transport, protect, install, calibrate, and test the Owner-furnished 24-inch Diameter Butterfly Valve under the supervision of the butterfly valve manufacturer. Contractor shall retain the services of, and pay all costs incurred by, the butterfly valve manufacturer to furnish qualified field superintendent(s) to assist and direct Contractor in the proper transportation, installation, calibration, and field acceptance testing of the Owner-furnished 24-inch Diameter Butterfly Valve.

6. The Owner-furnished 24-inch Diameter Butterfly Valve shall be inspected for damage by Contractor upon pick-up at Owner's DuPage Pumping Station and upon delivery to the Standpipe #4W Work Site, as the case may be. Any defects or damage observed during this inspection shall be promptly reported to Owner in writing.

7. Contractor shall have sole responsibility for the proper loading, transportation, unloading, installation, calibration, and testing of the Owner-furnished 24-inch Diameter Butterfly Valve and shall furnish a written statement to Owner certifying that (i) the Owner-furnished 24-inch Diameter Butterfly Valve, as installed, complies with the Contract and the current best practice of the industry, and will perform and operate in accordance with the design intentions; (ii) all things required for the successful operation of the Owner-furnished 24-inch Diameter Butterfly Valve in accordance with the Contract have been designed, manufactured, and installed in accordance with all requirements of the butterfly valve manufacturer; (iii) all requirements and conditions necessary to validate the warranty and guarantee of the butterfly valve manufacturer have been complied with; and (iv) all procedures necessary to maintain the guaranty or warranty in full force and effect during the applicable guaranty or warranty period, including but not limited to maintenance obligations and storage conditions, have been provided to Owner in writing and written acknowledgments of all such disclosed procedures have been provided by Owner to the butterfly valve manufacturer. In addition, Contractor shall furnish to Owner a written statement of the butterfly valve manufacturer certifying that the butterfly valve manufacturer supervised the installation of the Owner-furnished 24-inch Diameter Butterfly Valve. Acceptance of such certifications by Owner shall be a precondition to final payment for Work under this Work Authorization Order and shall not relieve Contractor of any of its obligations under the Contract to provide additional or other certifications.

8. Contractor shall additionally be responsible from and after pick-up at Owner's DuPage Pumping Station and until final payment for Work under this Work Authorization Order for all risk of loss or damage or destruction to the Owner-furnished 24-inch Diameter Butterfly Valve.

9. Owner will disconnect and remove all electrical wires and conduits from the existing valve actuator. Contractor shall remove existing valve actuator as one assembly when the valve is in a known position, fully open or fully closed. Contractor shall protect the existing valve actuator for future reinstallation. Contractor shall mechanically reinstall the valve actuator on the new valve with the valve in the same known position as when it was removed. Owner will reconnect conduits and electrical wires to the valve actuator and with the assistance of the Contractor will test the operation of the valve actuator and valve to meet the Owners specifications.

REASON FOR WORK:

The existing 24" butterfly valve failed so it does not seat in the closed position.

MINIMUM RESPONSE TIME:

N/A

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

Qty 1 - 24" Pratt Butterfly Valve
Qty 2 - Flange Gaskets

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

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

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

1. As provided in, and subject to the limitations of, Subsection 2.10F of the General Conditions, Contractor is advised that the Owner has designated all of its manholes as permit-required confined space because the space has limited means of egress and other hazardous conditions exist such as electricity and the space may be subject to the accumulation of toxic gasses, flammable gasses, combustible materials, or engulfing substances, or be subject to oxygen deficient or oxygen enriched atmospheres, requiring (i) equipment, including without limitation continual atmospheric testing equipment and supplied air respiratory equipment, (ii) mechanical ventilation, (iii) two-way communication with the outside, (iv) body harnesses and personnel retrieval systems, and (v) rescue services. As such, entry into such permit-required confined space shall be only through compliance with a confined space entry permit program meeting the requirements of OSHA and other applicable law. In addition, Contractor is directed to Subsection 2.10F of the General Conditions for additional requirements applicable to working in or near such confined spaces.

2. In addition to, and not in limitation of, the provisions set forth in Section 2.10 of the General Conditions, the Contractor is advised that Hot Work, (any temporary operation involving open flames or producing smoke, heat, slag, and/or sparks, including without limitation brazing, cutting, grinding, soldering, torch heating, and welding), shall only be performed through compliance with a Hot Work program meeting the requirements of OSHA and other applicable law. Even though the Owner is not aware of any unique or concealed flammable materials or any undisclosed potentially hazardous conditions in the area(s) where various mechanical and plumbing piping will be installed with soldered joints, the Contractor shall independently make its determination as to the presence or absence of flammable materials and hazardous conditions in the area(s) where such Hot Work will be performed. In addition to obtaining the approval of the Owner's Manager of Operations prior to performing any Hot Work, the Contractor shall independently secure authorization from its own supervisory and management personnel who have been designated by the Contractor as the

responsible for authorizing the Contractor's Hot Work and shall comply with any safety precautions imposed by such persons including without limitation:

a. Making areas where Hot Work is to be performed fire safe by either changing the location of the Hot Work or by removing or guarding against fire hazards;

b. Employing supervisors, cutters, welders, and fire watchers that have been effectively trained in (i) the safe use and operation of the relevant equipment and processes (brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, watching, and warning, etc.) and (ii) the need for, and the appropriate use and protective level of, PPE;

c. Maintaining suitable brazing, cutting, grinding, soldering, torch heating, welding, ventilating, fire protection, extinguishing, warning, etc. equipment on site in good working condition; and

d. Posting adequate warnings.

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

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: _____

WORK AUTHORIZATION ORDER

CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.007

LOCATION:

1314 W. 55th Street in the Village of Downers Grove.

CONTRACTOR:

Rossi Contractors Inc

DESCRIPTION OF WORK:

Excavate and expose the source of a leak on an existing 24" diameter steel water main, repair the pipe as directed by the use of stainless steel repair clamps, or by means of welded patch panel(s), apply a corrosive resistant protective coating to the exterior of the main, install sacrificial anodes and CP test stations as required, backfill and compact the excavation with new granular material(s), restore the pavement per DuPage County DOT construction standards, and all other incidental work as may be required or as directed by the Commission.

REASON FOR WORK:

To locate and repair a leak in the Commission's 24" diameter steel water main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

In addition to, and not in limitation of, the provisions set forth in Section 2.10 of the General Conditions, the Contractor is advised that Hot Work, (any temporary operation involving open flames or producing smoke, heat, slag, and/or sparks, including without limitation brazing cutting, grinding, soldering, torch heating, and welding), shall only be performed through compliance with a Hot Work program meeting the requirements of OSHA and other applicable law. Even though the Owner is not aware of any unique or concealed flammable materials or any undisclosed potentially hazardous conditions in the area(s) where various mechanical and plumbing piping will be installed with soldered joints, the Contractor shall independently make its determination as to the presence or absence of flammable materials and hazardous conditions in the area(s) where such Hot Work will be performed. In addition to obtaining the approval of the Owner's Manager of Operations prior to performing any Hot Work, the Contractor shall independently secure authorization from its own supervisory and management personnel who have been designated by the Contractor as the responsible for authorizing the Contractor's Hot Work and shall comply with any safety precautions imposed by such persons including without limitation;

a. Making areas where Hot Work is to be performed safe by either changing the location of the Hot Work or by removing or guarding against fire hazards;

b. Employing supervisors ,cutters, welders, and fire watchers that have been effectively trained in (i) the safe use and operation of the relevant equipment and processes, (brazing, cutting, grinding, soldering ,torch heating, welding, ventilating, fire protection, extinguishing, watching, and warning etc.) and (ii) the need for, and the appropriate use and protective level of ,PPE;

c. Maintaining suitable brazing, cutting, grinding, soldering, torch heating, welding, ventilation, fire protection, extinguishing warning, etc. equipment on site in good working condition; and

d. Post adequate warnings.

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

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 11/6/08

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: Brian Kuper
Signature of Authorized Representative

DATE: 6 NOV 08

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin
General Manager

DATE: November 7, 2008

SUBJECT: 75th and Washington Street
Naperville

The attached memorandum was inadvertently excluded from certain Commissioner's 10/9/08 board packet material. Please note that the attached memorandum was written before receipt of the City of Naperville's Assistant Director, James Holzapfel letter.

I apologize for the inconvenience.

DuPage Water Commission
MEMORANDUM

TO: Robert Martin
General Manager

FROM: Ed Kazmierczak
Pipeline Supervisor

DATE: October 2, 2008

SUBJECT: 75th and Washington Street
Naperville

ISSUE:

The City of Naperville and the County of DuPage have been working in partnership on a project designed to improve the flow of both vehicular and pedestrian traffic at the intersection of 75th Street and Washington Street in the City of Naperville. Parts of the improvements include widening and reconstruction of the existing roadways and bridge structure, construction of a new drainage system, construction of an underground pedestrian tunnel, and retaining wall construction.

The DuPage Water Commission maintains a 30" diameter steel watermain extending throughout the entire length of the 75th Street limits of improvements. Several valve vaults and cathodic protection test stations are also located at various points within the project area.

It has been determined that relocation of approximately 500 L.F. of the Commission's 30" main will be necessary in order to avoid a conflict with the proposed pedestrian tunnel. The City of Naperville has offered to reimburse the Commission in an amount equal to 55% of the cost of construction that the City estimates to be between $150,000.00 and $300,000.00

RECOMMENDATION:

Under a pure cost analysis, the Commission should accept the City of Naperville's offer. According to the Staff Attorney, the Commission would spend a minimum of $100,000 litigating whether the Commission is required by law to relocate its facilities at its own cost, and the litigation would probably require overturning a recent appellate court decision that was arguably decided the wrong way.

On the other hand, under a fairness analysis, the Commission should reject the City of Naperville's offer and require the City of Naperville to reimburse the Commission, in its entirety, for the actual costs involved in the design and construction of relocated Commission facilities necessary due to a conflict with the construction of the proposed pedestrian tunnel. I offer the following reasons for this recommendation:

1. The DuPage Water Commission has designed and constructed 162 miles of pipeline. During the design stage of these contracts, the Commission made every effort to locate, identify, and avoid potential utility conflicts with both public and private utilities.

2. Whenever design alternates could not eliminate a conflict with an existing public utility the Commission, *at its sole and considerable expense and in compliance with the owners construction standards,* relocated the facility in question.

3. To my knowledge, the Commission has never requested reimbursement from a public utility for creating, for the benefit of our construction, the relocation of underground facilities. Now the Commission finds itself in the position of having to relocate for the benefit of a public body, and we are being asked to cover a portion of the costs.

4. Should the Commission agree to absorb some or all of the costs associated with this work, we will have established a precedent that, in the long term, may prove extremely expensive.

BACKGROUND:

- April 12, 2005----A meeting was held with representatives from the City of Naperville, T.Y. Lin International, (the project engineers for the City), the DuPage Water Commission, and Alvord, Burdick, and Howson (the Commission's engineers). The purpose of this meeting was to discuss potential conflicts between existing Commission facilities and a pedestrian underpass being proposed for the intersection of 75th and Washington Streets. At the meeting, the City presented two alignment options for the proposed tunnel crossing at Washington Street. One alignment option, a 78 degree skew angle crossing of Washington Street, would not require relocation of Commission facilities. While the other alternate, a 90 degree crossing of Washington Street, would require the Commission to relocate certain facilities to some extent. As the project was in a conceptual design stage at this time, no decision regarding which design alternate would be chosen was neither expressed nor implied.

- April 13, 2005 to February 5, 2008-----No further discussion regarding the project takes place between the Commission and the City or its project engineers.

- February 6, 2008----The Commission receives notice from the City's project engineers of a utility coordination meeting scheduled to take place at the Naperville Municipal center on February 8, 2008. In addition to the notice one incomplete set of plans was transmitted with the request that the Commission reviews those plans and be ready to discuss potential conflicts at the February 8th meeting. Staff reviewed the plans on February 6, 2008 and discovers numerous conflicts.

- February 8, 2008----Based on the plans submitted for review, the City is advised that numerous, and significant, conflicts exist. The City is also advised that relocation design of Commission facilities could not begin until final plans were

received. Representatives of the City stated that final plans would be sent out, via email, during the week of February 18, 2008.

- March 6, 2008-----Commission receives final plans.

- March 13, 2008----The Board approves R-8-08 authorizing the execution of Task Order #21 to Consoer Townsend Envirodyne Engineers, Inc., (CTE), to begin "Evaluation of Remedial Measures to Eliminate Potential Conflicts with Commission Facilities----75th and Washington Streets, Naperville."

- March 14, 2008-----Final plans submitted to CTE.

- On April 17, 2008----CTE provides the Commission with the preliminary evaluation report required under Task Order #21

- May 14 2008-----A meeting is held with the City to discuss the recommended relocation alternate proposed in the April 17th CTE report. A copy of this report was left with the City as a courtesy and also to avoid additional conflicts with the City's remaining design work. At this meeting, the City states that they will not reimburse the Commission for any costs associated with the relocation of Commission facilities. It is agreed that the next meeting will take place once the City has had the opportunity to review the Commission's proposed recommended relocation alternate

- June 19, 2008-----A meeting was held to discuss engineering concerns related to the Commission's preferred relocation alternate as proposed on May 14th. While the discussion is centered primarily on technical issues, the City now indicates a willingness to participate, to some degree, in financial reimbursement to the Commission. The meeting also results in the decision to instruct the attorneys for the City and Commission to begin work on crafting an IGA, and an acknowledgement that the City will send the Commission the latest plan revisions as soon as they are available.

- July 7, 2008----- Revised drawings are received and are forwarded to CTE

- August 13, 2008----- A meeting with the City of Naperville and CTE was held. All but two engineering issues have been resolved. The two remaining issues are: receiving permission from the County of DuPage to relocate a section of the Commission's main under a portion of the proposed 75th Street pavement, and direction from the County regarding their requirements for the abandonment of existing structures. The city of Naperville states they will contact the County of DuPage regarding these issues. Assuming the county grants permission for this work, and after receipt of the final plans, CTE will provide a preliminary cost estimate to the City of Naperville. The Commission again states that preparation of plans and specifications for the relocation of Commission facilities will not begin until an IGA is in place.

- August 19, 2008----The County of DuPage grants permission allowing the Commission to relocate to under the proposed 75th Street pavement. However, no mention of abandonment requirements is made.

- September 9, 2008-----The City transmits Final plans to CTE.

- September 11, 2008-----Jim Holzapfel calls to discuss the project with General Manager Martin. Mr. Holzapfel states that the County of DuPage could request that the Commission relocate their main at 100% of their cost, but Naperville doesn't think it should be done this way. Naperville is paying 55% of the cost of the project and the County is paying 45% of the cost of the project. Naperville is proposing paying 55% of the relocation cost and the Commission paying 45% of the cost of the project. Naperville estimates the cost of the work to be between $150,000 to $300,000. General Manager Martin tells Mr. Holzapfel that this matter will be discussed with the board in October.

- September 17, 2008-----CTE transmits estimated costs for design and construction to DWC.

- September 18, 2008-----DWC forwards CTE's preliminary cost estimate to the City of Naperville.

- September 19, 2008-----The project is bid at the September 19, 2008 Illinois Department of Transportation letting.

Proposed Pipeline Realignment Project Area
South Transmission Main
75th & Washington St, Naperville, IL
Washington St
TS-3/88
75th St
12+00
13+00
14+00
15+00
16+00
17+00
18+00
20+00
21+00
Approximate realignment area
Legend
Pipeline
Blow Off Valve
Tunnel
Bike Path
Produced by DuPage Water Commission
Geographic Information System Department
October 29, 2008
0
50
100
Feet

DATE: November 6, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Old Business	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation—75th and Washington Streets, Naperville (Contract TS-7/08) Resolution No. R-55-08	**APPROVAL**	

Account Number: 01-60-7915

Pursuant to Resolution No. R-8-08, the Commission approved Task Order No. 21 to the Master Contract with Consoer Townsend Envirodyne for the evaluation of remedial measures to eliminate potential conflicts with Commission facilities at 75th and Washington Streets, Naperville.

The Scope of Services provided for under Task Order No. 21 identified several conflicts between existing Commission facilities and certain improvements being proposed by others at the intersection of 75th and Washington Streets in Naperville. A conflict requiring the relocation of existing Commission faculties was identified and, as a consequence, the Board approved Resolution No. R-51-08 amending Task Order No. 21 to include project design and bidding services for a project to relocate certain conflicting Commission facilities, subject to issuance by the Commission of a notice to proceed, and extending the completion date for this work from April 8, 2008, to December 31, 2008.

Approval of Resolution No. R-55-08 would authorize advertisement for bids on a contract for the Construction of South Transmission Main Relocation—75th and Washington Streets, Naperville (Contract TS-7/08), and would establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.

MOTION: To approve Resolution No. R-55-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-55-08

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF SOUTH TRANSMISSION MAIN
RELOCATION—75TH AND WASHINGTON STREETS, NAPERVILLE
(Contract TS-7/08)

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 "Contract for the Construction of South Transmission Main Relocation—75th and Washington Streets, Naperville—Contract TS-7/08" (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 Bidder's Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

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

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

Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-55-08.doc

EXHIBIT A

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

SOUTH TRANSMISSION MAIN RELOCATION
75TH AND WASHINGTON STREETS, NAPERVILLE
CONTRACT TS-7/08

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Consoer Townsend Envirodyne Engineers, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601

1. **Invitation to Bid**

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

> Furnish all labor, equipment, and materials to install approximately 500 lineal feet of 30" diameter steel water main, to excavate, remove, and dispose of approximately 500 lineal feet of Owner's existing 30" diameter steel water main, to construct two connections to Owner's existing 30 watermain, and to install a Cathodic Protection Control and Monitoring System, and all other appurtenant Work in DuPage County, Illinois.

The Work shall be performed at the following Work Site:

> Beginning at the northwest corner of the intersection of 75th and Washington Streets in the City of Naperville, and then extending approximately 500 lineal feet to the west, all in DuPage County, Illinois.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

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

(1) Invitation for Bidder's Proposals;

(2) General Instructions to Bidders;

(3) Special Instructions to Bidders;

(4) Addenda, if issued;

(5) Bidder's Proposal;

(6) Bidder's Sworn Acknowledgement;

(7) Bidder's Sworn Work History Statement;

(8) Other Information Submitted by Bidder, if requested;

(9) Notice of Award; and

(10) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of $**[TO BE DETERMINED]** 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. In making copies of the Bid Package available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, **[TO BE DETERMINED]**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds, and Insurance**

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

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

DATED this **[TO BE DETERMINED]** day of **[TO BE DETERMINED]**, 2008.

DuPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

SOUTH TRANSMISSION MAIN RELOCATION
75TH AND WASHINGTON STREETS, NAPERVILLE
CONTRACT TS-7/08

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

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

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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

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

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

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

4. Taxes and Benefits

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

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

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

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

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

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders

are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

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

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. **Bid Security**

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

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

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

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

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

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

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

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. **Disqualification of Bidders**

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single

corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

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

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

13. **Award of Contract**

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

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's

Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Notice of Award; Effective Date of Award**

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

15. **Closing of Contract**

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

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner

to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. **Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

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

EXHIBIT C

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

SOUTH TRANSMISSION MAIN RELOCATION
75TH AND WASHINGTON STREETS, NAPERVILLE
CONTRACT TS-7/08

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

A. Work Site. The location of Owner's 30" South Transmission Main is generally shown on the **[TO BE DETERMINED]** sheets of the Contract Drawings. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Bidders may examine at the offices of Owner and Engineer the "Drawings of Record" for the 30" South Transmission Main. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders for provisions related to the improper use of this information.

B. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part **[TO BE DETERMINED]** of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and the amount of the equitable adjustment in the Contract Price for any such Work ordered by Owner that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

C. Last Minute Changes. If there is a "last minute change" in price for any Unit or Indeterminate Unit Price Item named in the Bidder's Proposal form, Bidders may include in the place provided therefor in the Schedule of Prices included in the Bidder's Proposal a listing of all such changes, to avoid changing the tabulated extension of the affected Unit or Indeterminate Unit Price Item and resulting subtotals and Contract Price Total; provided, however, that the amount or amounts shown to be added to or deducted from the Contract Price Total for such Unit or Indeterminate Unit Price Item (i) shall not be utilized as an alternate to supplying a separate requested price for each and every item named in the Bidder's Proposal form and (ii) shall be based on Unit or Indeterminate Unit Price Items that fully comply, without exception, to the Specifications included in this Bid Package and all other requirements of the Contract. **Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for**

such Unit or Indeterminate Unit Price Item may be rejected or may be interpreted as a "deduct."

2. **Special Construction Considerations**

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete or impose special starting date limitations on any portion of the Work to be performed. In the event Owner deletes any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion or specially imposed starting date limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the Contract included in this Bid Package for provisions related to changes and delays.

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

The following Persons may be contacted in reference to the above:

[TO BE DETERMINED]

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO ATTACHMENT D TO THE CONTRACT INCLUDED IN THIS BID PACKAGE FOR SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of Owner available easement or other agreements pertaining to the sites where the Work is to be performed on property not owned by Owner. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties. The successful

Bidder shall not work on property requiring the obtaining of an easement or other agreement until Owner has obtained the necessary easement or other agreement.

Attachment D to the Contract included in this Bid Package delineates some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether or not separately specified in Attachment D to the Contract. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

D. Subcontracting. All Work is required to be performed with the successful Bidder's own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by Owner in writing. Bidders are specifically instructed to note that Owner does not intend to approve the use of subcontractors for pipe installation. Bidders are directed to Section 1.12 of the Contract included in this Bid Package for provisions related to subcontractors and suppliers.

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: November 3, 2008

SUBJECT: November 13, 2008 Commission Meeting
Old Business
Request by DuPage County for Delay of a Portion of the Capital Cost Recovery Charge Payment

At the December 13, 2007 Commission Meeting, per a request by DuPage County, voted to waive the capital cost recovery charge payment for the North Regional Water Facility and the York Center systems until October 1, 2008. The authorization stated that at such time if the systems are still in the possession of the County, charging the capital cost recovery charge effective from January 1, 2008.

At the October 9, 2008 Commission meeting I reported that we were ready to prepare an invoice, but the County had requested an extension on the York Center payment. The County stated that they were close to turning over the York Center system and in fact would be able to produce a letter signed by both the County and the Village of Lombard to that affect.

I am reporting that we have not received any letter regarding the York Center system and as a result have issued an invoice to the County of DuPage for the capital cost recovery charge for the North Regional Water Facility and the York Center systems effective from January 1, 2008.

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: November 7, 2008

SUBJECT: Summary of Action Since Previous Meeting

1. Staff has requested that representatives from both the City of Naperville and the County of DuPage be present at the November Commission meeting to answer any questions regarding the relocation of the Commission transmission main at 75th and Washington.

Administration/Memorandums/Summary of Action 081107.doc

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: November 7, 2008

SUBJECT: Resolution R-61-08
Contract PSD-7/08

On August 25, 2008, the Commission invited sealed bids for Contract PSD-7/08: Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station. As required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune*, in addition to posting a notice of the solicitation on the Commission's web site and with various plan rooms.

Sealed bids were received until 1:00 p.m., local time, October 29, 2008, at which time all bids were publicly opened and read aloud. The engineer's estimate was $21,958,847.00, and the following bids were received:

EVS Construction Company, Aurora IL	$15,950,000.00
J.P. Bruno Corporation, Mundelein IL	$16,699,000.00
Williams Brothers Construction Inc., Peoria Heights IL	$16,970,000.00
John Burns Construction Company, Orland Park IL	$17,405,000.00
Joseph J. Henderson and Son, Inc., Gurnee IL	$17,600,000.00
Ledcor Construction Inc., Oakbrook Terrace IL	$17,724,704.00
FH Paschen/SN Nielsen, Inc., Chicago IL	$18,470,000.00
Divane Bros. Electric Co., Franklin Park IL	$22,747,000.00

Staff and Camp Dresser & McKee, the engineers for the project, are in the process of evaluating the qualifications of the three low bidders, including requesting additional information in accordance with the bidding documents for the project. Additional information will be provided in the November 11, 2008, Supplemental Board packet.

PACKET: 01112 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-200810221858		LEGAL SERVICES: SEPT. 2008	3,279.79			
11/13/2008	IL	DUE: 10/14/2008 DISC: 10/14/2008		1099: N		
		LEGAL SERVICES: SEPT. 2008		01 60-6251	LEGAL SERVICES- GENERAL	3,279.79
		=== VENDOR TOTALS ===	3,279.79			
01-1033 JOLIET JUNIOR COLLEGE						
I-001761498-1		ELECTRICAL TRAINING - SEC. 3	18,367.00			
11/13/2008	IL	DUE: 10/04/2008 DISC: 10/04/2008		1099: N		
		ELECTRICAL TRAINING - SEC. 3		01 60-6627	SAFETY	18,367.00
		=== VENDOR TOTALS ===	18,367.00			
01-1141 RIDGEWOOD ENGINEERING, INC.						
I-QRE3-004B		POLARIZATION CELL REPLACEMENT	23,334.23			
11/13/2008	IL	DUE: 10/15/2008 DISC: 10/15/2008		1099: N		
		POLARIZATION CELL REPLACEMENT		01 60-6633	REMOTE FACILITIES MAINTE	23,334.23
		=== VENDOR TOTALS ===	23,334.23			
		=== PACKET TOTALS ===	44,981.02			

PACKET: 01112 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	44,981.02
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	44,981.02

** G/L ACCOUNT TOTALS **

					=========LINE ITEM=========			=======GROUP BUDGET======		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2008-2009	01 -60-6251	LEGAL SERVICES- GENERAL	3,279.79	90,000	81,094.21				
		01 -60-6627	SAFETY	18,367.00	247,400	155,614.32				
		01 -60-6633	REMOTE FACILITIES MAINTE	23,334.23	390,000	334,870.76				
			** 2008-2009 YEAR TOTALS	44,981.02						

PACKET: 01112 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	11/2008	44,981.02

NO ERRORS NO WARNINGS

** END OF REPOR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

Items Paid

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1325		A.R.D.C.							
	I-200810221851	A.R.D.C. REGISTRATION-CROWLEY	R	10/24/2008	289.00		004600		289.00
				*** VENDOR TOTALS ***			1 CHECKS		289.00
1460		ACRES GROUP							
	I-AEI_0055182	LANDSCAPE MAINT.: SEPT. 2008	R	10/09/2008	3,375.00		004536		3,375.00
1460		ACRES GROUP							
	I-AEI_0055336	IRON SOIL INJECTION	R	10/24/2008	175.00		004601		
	I-AEI_0055337	FALL DEEP ROOT FEEDING	R	10/24/2008	550.00		004601		725.00
				*** VENDOR TOTALS ***			2 CHECKS		4,100.00
1168		ADMIRAL MECHANICAL SERVICES							
	C-46755	HVAC MAINTENANCE	R	10/09/2008	219.68CR		004537		
	I-46755	HVAC MAINTENANCE	R	10/09/2008	2,810.17		004537		2,590.49
				*** VENDOR TOTALS ***			1 CHECKS		2,590.49
1291		ALEXANDER CHEMICAL CORPORATION							
	I-0404582	SODIUM HYPOCHLORITE	R	10/09/2008	4,593.23		004538		4,593.23
				*** VENDOR TOTALS ***			1 CHECKS		4,593.23
1087		ALLIANCE WINDOW CLEANING INC.							
	I-93000	WINDOW WASHING: SEPT. 2008	R	10/09/2008	164.00		004539		164.00
				*** VENDOR TOTALS ***			1 CHECKS		164.00
1459		ALPHA BUILDING MAINTENANCE SER							
	I-8975 DWC	JANITORIAL SERVICE: 10/08	R	10/09/2008	1,584.00		004540		
	I-8977 DWC	JANITORIAL SUPPLIES	R	10/09/2008	285.44		004540		1,869.44
				*** VENDOR TOTALS ***			1 CHECKS		1,869.44
1318		ANTHONY ROOFING, LTD.							
	I-SI01291	ROOF REPAIRS	R	10/09/2008	920.00		004541		
	I-SI01342	ROOF REPAIRS	R	10/09/2008	1,062.00		004541		1,982.00
				*** VENDOR TOTALS ***			1 CHECKS		1,982.00
1516		ARAMARK REFRESHMENT SERVICES							
	I-519823	COFFEE SUPPLIES	R	10/09/2008	38.93		004542		38.93
1516		ARAMARK REFRESHMENT SERVICES							
	I-138446	SUPPLIES	R	10/24/2008	38.10		004602		38.10
				*** VENDOR TOTALS ***			2 CHECKS		77.03
1397		AT&T							
	I-200809301837	DPPS PHONE SERV.: 09/22-10/21	R	10/09/2008	397.77		004543		397.77

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1397		AT&T							
	I-200810241860	TANK SITE # 1: 10/04-11/03	R	10/24/2008	7.06		004603		7.06
				*** VENDOR TOTALS ***			2 CHECKS		404.83
1393		AT&T LONG DISTANCE							
	I-200810241861	DPPS LONG DIST. SERV.: 09/08	R	10/24/2008	80.70		004604		80.70
				*** VENDOR TOTALS ***			1 CHECKS		80.70
1072		AVALON PETROLEUM COMPANY							
	I-526377	AVALON PETROLEUM COMPANY	R	10/09/2008	3,810.30		004544		3,810.30
				*** VENDOR TOTALS ***			1 CHECKS		3,810.30
1012		BAXTER AND WOODMAN							
	I-0138235	METER TESTING PROGRAM ENHANCE	R	10/09/2008	208.00		004545		208.00
				*** VENDOR TOTALS ***			1 CHECKS		208.00
1525		THE BANK OF NEW YORK MELLON							
	I-75434	TRUSTEE ADMIN FEE REV. BOND	R	10/09/2008	5,000.00		004546		5,000.00
				*** VENDOR TOTALS ***			1 CHECKS		5,000.00
1334		BTU COMPANY, INC.							
	I-86819	HUMIDIFIER CYLINDER	R	10/24/2008	890.70		004605		890.70
				*** VENDOR TOTALS ***			1 CHECKS		890.70
1187		BULLIS LOCK COMPANY, INC.							
	I-52030	METER STATION PAD LOCKS	R	10/09/2008	3,052.00		004547		3,052.00
				*** VENDOR TOTALS ***			1 CHECKS		3,052.00
1461		BUSINESS CARD							
	I-200810241859	NSC CONFERENCE/EXPO	R	10/24/2008	1,613.80		004606		
	I-200810241862	PARKING, CONF, ADMIN, GAS, UNI	R	10/24/2008	1,637.90		004606		3,251.70
				*** VENDOR TOTALS ***			1 CHECKS		3,251.70
1418		CALENDARS							
	I-200810221852	OFFICE SUPPLIES	R	10/24/2008	28.29		004607		28.29
				*** VENDOR TOTALS ***			1 CHECKS		28.29
1332		CASSIDY TIRE & SERVICE							
	I-6613461	VEHICLE MAINTENANCE: M-79697	R	10/09/2008	334.07		004548		334.07
				*** VENDOR TOTALS ***			1 CHECKS		334.07
1023		CDW GOVERNMENT, INC.							
	I-LWN2394	24" MONITOR	R	10/09/2008	1,046.99		004549		1,046.99

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1023		CDW GOVERNMENT, INC.							
	I-LWS4953	22" COMPUTER MONITOR	R	10/24/2008	207.61		004608		207.61
				*** VENDOR TOTALS ***			2 CHECKS		1,254.60
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200810221853	LEX STA. ELECT.: 07/29-08/27	R	10/24/2008	143,177.32		004609		
	I-200810221854	LEX. PUMP STA. LABOR: 08/08	R	10/24/2008	34,293.31		004609		
	I-200810221855	LEX. PUMP STA. LABOR: 09/08	R	10/24/2008	34,965.78		004609		212,436.41
				*** VENDOR TOTALS ***			1 CHECKS		212,436.41
1153		CHICAGO SUBURBAN EXPRESS, INC.							
	I-1380122	SHIPPING ON MAINT. SUPPLIES	R	10/09/2008	55.83		004550		55.83
				*** VENDOR TOTALS ***			1 CHECKS		55.83
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200810021844	WATER BILLING: 09/01-09/30/08	R	10/09/2008	3,993,072.10		004551		3,993,072.10
				*** VENDOR TOTALS ***			1 CHECKS		3,993,072.10
1091		CINTAS FIRST AID & SAFETY							
	I-343524911	FIRST AID SUPPLIES	R	10/24/2008	185.60		004610		185.60
				*** VENDOR TOTALS ***			1 CHECKS		185.60
1009		COMED							
	I-200810091849	METER STATION ELECTRIC SERVICE	R	10/09/2008	4,488.61		004552		4,488.61
				*** VENDOR TOTALS ***			1 CHECKS		4,488.61
1454		COMMONWEALTH EDISON							
	I-WD080609	PSD-7/08	R	10/09/2008	1,325,222.10		004597		1,325,222.10
				*** VENDOR TOTALS ***			1 CHECKS		1,325,222.10
1569		ED COUGHLIN							
	I-200810241863	SECURITY	R	10/24/2008	75.00		004611		75.00
				*** VENDOR TOTALS ***			1 CHECKS		75.00
1555		CTI CONSULTING							
	I-302691	SECURITY DESIGN & POLICY DEVEL	R	10/09/2008	5,000.00		004553		5,000.00
				*** VENDOR TOTALS ***			1 CHECKS		5,000.00
1387		DRUCK INCORPORATED							
	I-83440	TEST EQUIPMENT CALIBRATION	R	10/09/2008	1,440.00		004554		1,440.00
				*** VENDOR TOTALS ***			1 CHECKS		1,440.00
1030		ELMHURST AUTO PARTS							
	I-50112	VEHICLE MAINTENANCE: M-79697	R	10/09/2008	129.27		004555		129.27
				*** VENDOR TOTALS ***			1 CHECKS		129.27

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1097		ELMHURST PLAZA STANDARD INC.							
	I-10707	GASOLINE	R	10/09/2008	96.95		004556		
	I-10713	GASOLINE	R	10/09/2008	97.25		004556		
	I-10842	GASOLINE	R	10/09/2008	57.15		004556		
	I-10858	GASOLINE	R	10/09/2008	59.00		004556		
	I-12454	GASOLINE	R	10/09/2008	71.00		004556		
	I-12546	GASOLINE	R	10/09/2008	50.29		004556		
	I-12681	GASOLINE	R	10/09/2008	115.33		004556		546.97
				*** VENDOR TOTALS ***			1 CHECKS		546.97
1446		EN ENGINEERING, LLC							
	I-0023651	CP DESIGN S. TR MAIN	R	10/24/2008	315.35		004612		
	I-0023652	DC STRAY CUR 90" MAIN	R	10/24/2008	1,085.54		004612		
	I-0023653	STATIC INT TST	R	10/24/2008	473.90		004612		
	I-0023658	INDETERMN CORR ASSIST	R	10/24/2008	768.63		004612		2,643.42
				*** VENDOR TOTALS ***			1 CHECKS		2,643.42
1154		ENGLEWOOD ELECTRIC SUPPLY CO.							
	I-921547	MAINTENANCE SUPPLIES	R	10/09/2008	318.98		004557		
	I-926857	MAINTENANCE SUPPLIES	R	10/09/2008	27.18		004557		
	I-929532	MAINTENANCE SUPPLIES	R	10/09/2008	178.19		004557		
	I-931289	MAINTENANCE SUPPLIES	R	10/09/2008	171.47		004557		695.82
				*** VENDOR TOTALS ***			1 CHECKS		695.82
1578		EXELON ENERGY INC.							
	I-1484875	DPPS ELECT. SERV.: 08/21-09/22	R	10/09/2008	223,337.98		004558		223,337.98
				*** VENDOR TOTALS ***			1 CHECKS		223,337.98
1065		FEDEX							
	I-2-928-93291	OVERNIGHT MAIL	R	10/09/2008	1,417.55		004559		1,417.55
				*** VENDOR TOTALS ***			1 CHECKS		1,417.55
1052		AJ GALLAGHER RISK MGMT SVCS PR							
	I-402133	ENVIRONMENTAL LIABILITY	R	10/30/2008	545.00		004639		
	I-402246	BROKERAGE FEE	R	10/30/2008	42,000.00		004639		
	I-402250	COMMERCIAL PACKAGE	R	10/30/2008	44,057.00		004639		
	I-402251	COMMERCIAL AUTOMOBILE	R	10/30/2008	14,876.00		004639		
	I-402256	EXCESS LIABILITY	R	10/30/2008	18,313.00		004639		
	I-402264	EXCESS UMBRELLA	R	10/30/2008	52,241.00		004639		
	I-402267	COMMERCIAL PROPERTY	R	10/30/2008	320,000.00		004639		492,032.00
				*** VENDOR TOTALS ***			1 CHECKS		492,032.00
1055		GRAINGER							
	I-9729645383	METER STATION MAINTENANCE	R	10/09/2008	219.04		004560		
	I-9738029306	METER STATION MAINTENANCE	R	10/09/2008	87.70		004560		
	I-9743288186	MS MAINT., SCADA/INSTRUMENT.	R	10/09/2008	365.54		004560		672.28
				*** VENDOR TOTALS ***			1 CHECKS		672.28

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1399		GREELEY AND HANSEN							
	I-INV-0000270722	LEX PS GENERATION FACILITIES	R	10/09/2008	10,167.01		004561		
	I-INV-0000270724	LEXINGTON PS PHOTOVOLTAIC CELL	R	10/09/2008	8,270.76		004561		
	I-INV-0000270727	LEXINGTON PS VAR FREQ DRIVES	R	10/09/2008	180.38		004561		18,618.15
				*** VENDOR TOTALS ***			1 CHECKS		18,618.15
1197		HD SUPPLY WATERWORKS, LTD.							
	C-8075374	PRATT 3-WAY PLUG VALVE RETURN	R	10/24/2008	3,741.00CR		004613		
	I-7764997	10" PRATT 3-WAY PLUG VALVE	R	10/24/2008	4,804.00		004613		1,063.00
				*** VENDOR TOTALS ***			1 CHECKS		1,063.00
1603		HILL MECHANICAL CORP.							
	I-55118	DEDICATED COOLING SYSTEM	R	10/09/2008	85,566.60		004562		85,566.60
				*** VENDOR TOTALS ***			1 CHECKS		85,566.60
1101		HOLLAND & KNIGHT LLP							
	I-200810011841	LEGAL SERVICES: AUGUST 2008	R	10/09/2008	157.50		004598		157.50
				*** VENDOR TOTALS ***			1 CHECKS		157.50
1050		HOME DEPOT CREDIT SERVICES							
	I-2053421	METER STATION MAINTENANCE	R	10/09/2008	139.07		004563		
	I-3011605	MAINTENANCE SUPPLIES	R	10/09/2008	123.99		004563		
	I-3013944	METER STATION MAINTENANCE	R	10/09/2008	94.24		004563		
	I-4053130	PIPELINE SUPPLIES	R	10/09/2008	9.35		004563		
	I-7043180	VEHICLE MAINTENANCE	R	10/09/2008	68.46		004563		
	I-7043182	ADMINISTRATIVE EXPENSE	R	10/09/2008	39.94		004563		
	I-9044487	VEHICLE MAINTENANCE	R	10/09/2008	138.64		004563		613.69
				*** VENDOR TOTALS ***			1 CHECKS		613.69
1607		HOUSE OF GLASS							
	I-15113	GLASS TABLE TOP REPAIR	R	10/09/2008	100.00		004564		100.00
				*** VENDOR TOTALS ***			1 CHECKS		100.00
1225		IKON OFFICE SOLUTIONS							
	I-5009410330	COPIER USAGE: 08/31-09/29/08	R	10/09/2008	561.26		004565		561.26
1225		IKON OFFICE SOLUTIONS							
	I-1014446112	RICHOH 2210L FAX MACHINE	R	10/24/2008	1,276.25		004614		1,276.25
				*** VENDOR TOTALS ***			2 CHECKS		1,837.51
1053		ILLINOIS PUBLIC RISK FUND							
	I-200810241864	WORKERS COMPENSATION INS.	R	10/24/2008	8,246.00		004615		8,246.00
				*** VENDOR TOTALS ***			1 CHECKS		8,246.00

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1063		ILLINOIS SECTION AWWA							
	I-5477	IM&T CONFERENCE - J. NESBITT	R	10/09/2008	50.00		004566		
	I-5478	IM&T CONFERENCE - J. UNGER	R	10/09/2008	50.00		004566		100.00
				*** VENDOR TOTALS ***			1 CHECKS		100.00
1530		IRTH SOLUTIONS, INC.							
	I-INV001473	JULIE SFTWR SUP 10/08-09/09	R	10/09/2008	12,375.00		004567		12,375.00
				*** VENDOR TOTALS ***			1 CHECKS		12,375.00
1104		ITG SOLUTIONS, INC.							
	I-88600	MAINTENANCE SUPPLIES	R	10/24/2008	156.00		004616		156.00
				*** VENDOR TOTALS ***			1 CHECKS		156.00
1032		JULIE, INC.							
	I-09-08-0438	UTILITY LOCATES: SEPT. 2008	R	10/09/2008	5,303.10		004568		5,303.10
				*** VENDOR TOTALS ***			1 CHECKS		5,303.10
1196		KARA COMPANY, INC.							
	I-243441	VERIZON DATA LINE GPS DATA	R	10/09/2008	60.70		004569		60.70
				*** VENDOR TOTALS ***			1 CHECKS		60.70
1288		KELE							
	I-INV0917710	PRECOND DUCT THERMISTOR SENSOR	R	10/24/2008	22.58		004617		22.58
				*** VENDOR TOTALS ***			1 CHECKS		22.58
1235		LAB SAFETY SUPPLY, INC.							
	I-1012199512	PARKING LOT SIGNS	R	10/09/2008	112.00		004570		112.00
				*** VENDOR TOTALS ***			1 CHECKS		112.00
1036		LAWSON PRODUCTS, INC.							
	I-7382039	MAINTENANCE SUPPLIES	R	10/24/2008	723.42	6.99CR	004618		716.43
				*** VENDOR TOTALS ***			1 CHECKS		716.43
1608		MARTAM CONSTRUCTION, INC.							
	I-8903	INS & BONDS - QR-8/08	R	10/24/2008	30,000.00		004619		30,000.00
				*** VENDOR TOTALS ***			1 CHECKS		30,000.00
1581		MC GLADREY & PULLEN, LLP							
	I-M-2925160-543	AUDIT SERVICES	R	10/24/2008	8,000.00		004620		8,000.00
				*** VENDOR TOTALS ***			1 CHECKS		8,000.00
1054		MCMASTER-CARR SUPPLY COMPANY							
	I-11973709	MAINTENANCE SUPPLIES	R	10/09/2008	464.66	9.29CR	004571		455.37
				*** VENDOR TOTALS ***			1 CHECKS		455.37

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1069		MEL'S ACE HARDWARE							
	C-407358/4	MS MAINT. SUPPLIES RETURNED	R	10/09/2008	92.05CR		004572		
	C-407396/4	MS MAINT. SUPPLIES RETURNED	R	10/09/2008	10.26CR		004572		
	I-407203/4	METER STATION MAINTENANCE	R	10/09/2008	11.48		004572		
	I-407247/4	METER STATION MAINTENANCE	R	10/09/2008	58.76		004572		
	I-407263/4	METER STATION MAINTENANCE	R	10/09/2008	16.80		004572		
	I-407341/4	METER STATION MAINTENANCE	R	10/09/2008	161.66		004572		
	I-407413/4	METER STATION MAINTENANCE	R	10/09/2008	11.66		004572		
	I-407459/4	MAINTENANCE SUPPLIES	R	10/09/2008	18.58		004572		176.63
				*** VENDOR TOTALS ***			1 CHECKS		176.63
1051		MENARDS - HILLSIDE							
	I-36620	MAINTENANCE SUPPLIES	R	10/09/2008	11.73		004573		
	I-36790	MAINTENANCE SUPPLIES	R	10/09/2008	68.30		004573		80.03
				*** VENDOR TOTALS ***			1 CHECKS		80.03
1073		METTLER-TOLEDO, INC.							
	I-156-00017070	SEMI-ANNUAL MS TANK SCALE CAL	R	10/24/2008	1,858.00		004621		1,858.00
				*** VENDOR TOTALS ***			1 CHECKS		1,858.00
1606		ROBERT MORRIS							
	I-200810021842	PRESENTATION - THE BLUE DEATH	R	10/09/2008	6,500.00		004574		
	I-200810021843	PRESENTATION - THE BLUE DEATH	R	10/09/2008	830.83		004574		7,330.83
				*** VENDOR TOTALS ***			1 CHECKS		7,330.83
1604		MWH AMERICAS, INC.							
	I-1214595	WATER CONSERVATION	R	10/09/2008	2,345.00		004575		2,345.00
1604		MWH AMERICAS, INC.							
	I-1216505	WATER CONSERVATION	R	10/24/2008	14,378.27		004622		14,378.27
				*** VENDOR TOTALS ***			2 CHECKS		16,723.27
1021		NAPERVILLE, CITY OF							
	I-200809301840	METER STATION ELECTRIC SERVICE	R	10/09/2008	162.23		004576		162.23
1021		NAPERVILLE, CITY OF							
	I-200810241865	METER STATION ELECTRIC SERVICE	R	10/24/2008	171.26		004623		171.26
				*** VENDOR TOTALS ***			2 CHECKS		333.49
1070		NATIONAL CITY BANK							
	I-574857	SAFEKEEPING FEES: AUG. 2008	R	10/09/2008	937.50		004577		937.50
				*** VENDOR TOTALS ***			1 CHECKS		937.50

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1060		NTG, INC.							
	I-55539	CORROSION TELEMETRY	R	10/09/2008	89.50		004578		89.50
				*** VENDOR TOTALS ***			1 CHECKS		89.50
1373		NEUCO INC.							
	I-361106	VAV CLASS	R	10/09/2008	225.00		004579		225.00
				*** VENDOR TOTALS ***			1 CHECKS		225.00
1020		NEXTEL COMMUNICATIONS							
	I-648652511-080	CELL PHONE SERV.: 09/09-10/08	R	10/24/2008	1,167.70		004624		1,167.70
				*** VENDOR TOTALS ***			1 CHECKS		1,167.70
1260		NUGENT CONSULTING GROUP							
	I-217	INSURANCE CONSULTING	R	10/24/2008	1,500.00		004625		1,500.00
				*** VENDOR TOTALS ***			1 CHECKS		1,500.00
1395		OFFICE DEPOT							
	I-444809326-001	COFFEE SUPPLIES	R	10/09/2008	72.15		004580		
	I-445589461-001	OFFICE SUPPLIES	R	10/09/2008	122.74		004580		
	I-445694887-001	OFFICE SUPPLIES	R	10/09/2008	12.48		004580		
	I-446053813-001	OFFICE SUPPLIES	R	10/09/2008	88.05		004580		295.42
1395		OFFICE DEPOT							
	I-446975820-001	OFFICE SUPPLIES	R	10/24/2008	85.28		004626		85.28
				*** VENDOR TOTALS ***			2 CHECKS		380.70
1584		OFFICE MAX INCORPORATED							
	I-993483	OFFICE SUPPLIES	R	10/09/2008	23.12		004581		23.12
1584		OFFICE MAX INCORPORATED							
	I-571120	OFFICE SUPPLIES	R	10/24/2008	73.76		004627		73.76
				*** VENDOR TOTALS ***			2 CHECKS		96.88
1520		ORKIN							
	I-200810221856	EXTERMINATOR: 10/08-09/09	R	10/24/2008	702.72		004628		702.72
				*** VENDOR TOTALS ***			1 CHECKS		702.72
1081		PATRICK ENGINEERING INC.							
	I-20806.003-5	GIS SUPPORT	R	10/09/2008	2,934.00		004582		2,934.00
				*** VENDOR TOTALS ***			1 CHECKS		2,934.00
1321		PERSPECTIVES, LTD.							
	I-64706	EMPLOYEE ASSIST 10/08-12/08	R	10/09/2008	273.00		004583		273.00
				*** VENDOR TOTALS ***			1 CHECKS		273.00

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1280		PRIMERA							
	I-0020942	COMPUTER ROOM HVAC UPGRADES	R	10/24/2008	1,655.66		004629		1,655.66
				*** VENDOR TOTALS ***			1 CHECKS		1,655.66
1248		R.A. ADAMS ENTERPRISES, INC.							
	I-381348	VEHICLE MAINTENANCE	R	10/09/2008	64.43		004584		
	I-392628	VEHICLE MAINTENANCE	R	10/09/2008	66.50		004584		130.93
				*** VENDOR TOTALS ***			1 CHECKS		130.93
1117		RANDALL INDUSTRIES							
	I-92357	ANNUAL SERVICE INSPECTION	R	10/09/2008	305.00		004585		305.00
				*** VENDOR TOTALS ***			1 CHECKS		305.00
1572		RED HAWK							
	I-180640	SENTROL DOOR SWITCHES	R	10/09/2008	211.60		004586		211.60
				*** VENDOR TOTALS ***			1 CHECKS		211.60
1059		RED WING SHOE STORE							
	I-450000002760	SAFETY SHOES: A. MELGOZA	R	10/24/2008	144.49		004630		144.49
				*** VENDOR TOTALS ***			1 CHECKS		144.49
1118		REGIONAL TRUCK EQUIPMENT CO.							
	I-32791	VEHICLE MAINTENANCE: M-79697	R	10/09/2008	219.88		004587		219.88
1118		REGIONAL TRUCK EQUIPMENT CO.							
	I-153495	SNOW PLOW, SALT SPREADERS	R	10/24/2008	716.33		004631		
	I-32982	SNOW PLOW	R	10/24/2008	1,899.00		004631		2,615.33
				*** VENDOR TOTALS ***			2 CHECKS		2,835.21
1141		RIDGEWOOD ENGINEERING, INC.							
	I-QRE3-004A	POLARIZATION CELL REPLACEMENT	R	10/09/2008	4,328.55		004599		4,328.55
				*** VENDOR TOTALS ***			1 CHECKS		4,328.55
1044		ROYAL GRAPHICS PRINTERS							
	I-71460	OFFICE SUPPLIES	R	10/24/2008	168.44		004632		168.44
				*** VENDOR TOTALS ***			1 CHECKS		168.44
1431		MICHAEL SCHWEIZER							
	I-200810021845	AWWA DSS - M. SCHWEIZER	R	10/09/2008	869.84		004588		869.84
				*** VENDOR TOTALS ***			1 CHECKS		869.84
1329		C. SEMRAD & ASSOCIATES							
	I-200810021846	CONSULTING	R	10/09/2008	187.50		004589		187.50
				*** VENDOR TOTALS ***			1 CHECKS		187.50

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1173		SIMPLEXGRINNELL LP							
	I-63889501	REPAIRS TO FIRE ALARM	R	10/09/2008	597.49		004590		597.49
				*** VENDOR TOTALS ***			1 CHECKS		597.49
1043		SOOPER LUBE							
	I-143933	VEHICLE MAINTENANCE: M-79697	R	10/09/2008	51.15		004591		
	I-143986	VEHICLE MAINTENANCE: M-78556	R	10/09/2008	68.14		004591		119.29
				*** VENDOR TOTALS ***			1 CHECKS		119.29
1040		SPECIALTY MAT SERVICE							
	I-462381	MAT SERVICE: 10/06/08	R	10/24/2008	56.20		004633		
	I-464407	MAT SERVICE: 10/20/08	R	10/24/2008	56.20		004633		112.40
				*** VENDOR TOTALS ***			1 CHECKS		112.40
1538		TANK INDUSTRY CONSULTANTS, INC							
	I-22920	TANK EVALUATION SERVICES - LEX	R	10/09/2008	7,394.13		004592		7,394.13
				*** VENDOR TOTALS ***			1 CHECKS		7,394.13
1058		THYSSENKRUPP ELEVATOR CORP.							
	I-718171	ELEVATOR MAINT. - 10/08-12/08	R	10/09/2008	747.18		004593		747.18
				*** VENDOR TOTALS ***			1 CHECKS		747.18
1046		TREE TOWNS REPRO SERVICE							
	I-115452	SOUTH TRANS MAIN PRINTS	R	10/24/2008	28.20		004634		
	I-115479	SOUTH TRANS MAIN PRINTS	R	10/24/2008	4.62		004634		32.82
				*** VENDOR TOTALS ***			1 CHECKS		32.82
1080		TYLER TECHNOLOGIES							
	I-13937	SOFTWARE MAINTENANCE	R	10/24/2008	1,162.50		004635		1,162.50
				*** VENDOR TOTALS ***			1 CHECKS		1,162.50
1221		USA BLUE BOOK							
	I-685366	MANHOLE SAFETY PLATFORM	R	10/09/2008	467.82	4.49CR	004594		463.33
				*** VENDOR TOTALS ***			1 CHECKS		463.33
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	I-01700810	UNIFORMS: M. FOUSHI	R	10/09/2008	177.75		004595		177.75
				*** VENDOR TOTALS ***			1 CHECKS		177.75
1062		WASTE MANAGEMENT							
	I-1948982-2008-3	REFUSE DISPOSAL	R	10/09/2008	437.37		004596		
	I-2205024-2008-0	REFUSE DISPOSAL	R	10/09/2008	10.00		004596		447.37
				*** VENDOR TOTALS ***			1 CHECKS		447.37

VENDOR SET: 01 DuPage Water Commission
BANK: IL ILLINOIS FUNDS
DATE RANGE:10/01/2008 THRU 10/31/2008

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1220	MICHAEL WEED							
I-200810221857	IPSI CONFERENCE	R	10/24/2008	687.69		004636		687.69
				*** VENDOR TOTALS ***		1 CHECKS		687.69
1010	WEST							
I-816838260	WESTLAW: 09/01/08-09/30/08	R	10/24/2008	384.60		004637		384.60
				*** VENDOR TOTALS ***		1 CHECKS		384.60
1412	WESTIN ENGINEERING, INC.							
I-31537	ASSET MGMT BEST PRACT. PHASE 4	R	10/24/2008	21,737.21		004638		21,737.21
				*** VENDOR TOTALS ***		1 CHECKS		21,737.21

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	104	6,550,645.18	20.77	6,550,665.95
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: IL TOTAL	104	6,550,645.18	0.00	6,550,645.18
BANK: IL TOTALS:	104	6,550,645.18	20.77	6,550,665.95
REPORT TOTALS:	104	6,550,645.18	20.77	6,550,665.95

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: 10/01/2008 THRU 10/31/2008
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

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

DuPage Water Commission
MEMORANDUM

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

FROM: R. Max Richter
Financial Administrator

DATE: November 6, 2008

SUBJECT: October Financial Statements

Enclosed are the October financial statements which represent the first six months of the current fiscal year as requested by Commissioner Chaplin.

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF:OCTOBER 31ST, 2008

01 -WATER FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
WATER SERVICE	48,698,950.00	3,526,808.58	0.00	21,340,114.11	0.00	27,358,835.89	43.82
TAXES	36,268,083.00	2,820,224.25	0.00	16,937,952.71	0.00	19,330,130.29	46.70
OTHER INCOME	4,449,291.00	160,867.43	0.00	1,117,431.22	0.00	3,331,859.78	25.11
TOTAL REVENUES	89,416,324.00	6,507,900.26	0.00	39,395,498.04	0.00	50,020,825.96	44.06
EXPENDITURE SUMMARY							
ADMINISTRATION							
PERSONNEL SERVICES	4,502,215.37	319,546.14	0.00	1,871,103.36	0.00	2,631,112.01	41.56
CONTRACT SERVICES	1,211,665.00	81,334.34	0.00	322,485.15	0.00	889,179.85	26.62
INSURANCE	831,874.00	62,361.79	0.00	369,392.30	0.00	462,481.70	44.40
OPERATIONAL SUPPORT SRVS	966,339.00	26,130.60	0.00	444,617.46	0.00	521,721.54	46.01
WATER OPERATION	65,608,960.00	4,106,301.81	0.00	28,716,499.13	0.00	36,892,460.87	43.77
BOND INTEREST	6,767,972.00	573,712.74	0.00	3,435,313.44	0.00	3,332,658.56	50.76
CAPITAL	6,991,524.00	562,519.93	0.00	3,504,218.19	0.00	3,487,305.81	50.12
WORK IN PROGRESS	17,882,500.00	15,910.91	0.00	1,073,805.75	0.00	16,808,694.25	6.00
TOTAL ADMINISTRATION	4,763,049.37	5,747,818.26	0.00	39,737,434.78	0.00	65,025,614.59	37.93
TOTAL EXPENDITURES	4,763,049.37	5,747,818.26	0.00	39,737,434.78	0.00	65,025,614.59	37.93
REVENUE OVER/(UNDER) EXPENDITURES	(15,346,725.37)	760,082.00	0.00	(341,936.74)	0.00	(15,004,788.63)	2.23

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF:OCTOBER 31ST, 2008

01 -WATER FUND

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
WATER SERVICE							
01-5111 O&M PAYMENTS- GOVERNMENTAL	39,379,282.00	2,779,540.60	0.00	16,918,851.99	0.00	22,460,430.01	42.96
01-5112 O&M PAYMENTS- PRIVATE	1,226,476.00	75,869.40	0.00	462,933.77	0.00	763,542.23	37.75
01-5121 FIXED COST PAYMENTS- GOVT	6,957,996.00	566,817.90	0.00	3,397,114.97	0.00	3,560,881.03	48.82
01-5122 FIXED COST PAYMENTS-PRIVATE	186,723.00	15,656.27	0.00	93,937.62	0.00	92,785.38	50.31
01-5131 SUBSEQUENT CUSTOMER - GO	361,362.00	41,138.47	0.00	178,605.70	0.00	182,756.30	49.43
01-5132 SUBSEQUENT CUSTOMER - PRIVAT	574,000.00	47,785.94	0.00	286,222.30	0.00	287,777.70	49.86
01-5141 EMERGENCY WATER SERVICE- GOV	13,111.00	0.00	0.00	2,447.76	0.00	10,663.24	18.67
01-5142 EMERGENCY WATER SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL WATER SERVICE	48,698,950.00	3,526,808.58	0.00	21,340,114.11	0.00	27,358,835.89	43.82
TAXES							
01-5200 PROPERTY TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-5300 SALES TAX	36,268,083.00	2,820,224.25	0.00	16,937,952.71	0.00	19,330,130.29	46.70
TOTAL TAXES	36,268,083.00	2,820,224.25	0.00	16,937,952.71	0.00	19,330,130.29	46.70
OTHER INCOME							
01-5400 RENTAL INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-5810 NET INC(DEC) IN FV OF INVEST	4,446,791.00	160,314.43	0.00	1,116,768.22	0.00	3,330,022.78	25.11
01-5900 OTHER INCOME	2,500.00	553.00	0.00	663.00	0.00	1,837.00	26.52
01-5901 SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME	4,449,291.00	160,867.43	0.00	1,117,431.22	0.00	3,331,859.78	25.11
** TOTAL REVENUES **	89,416,324.00	6,507,900.26	0.00	39,395,498.04	0.00	50,020,825.96	44.06

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF:OCTOBER 31ST, 2008

01 -WATER FUND

ADMINISTRATION

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONNEL SERVICES								
01-60-6111	ADMIN SALARIES	1,124,076.00	97,365.90	0.00	555,650.14	0.00	568,425.86	49.43
01-60-6112	OPERATIONS SALARIES	1,409,343.00	122,637.57	0.00	683,138.76	0.00	726,204.24	48.47
01-60-6112.01	OPER. SALARIES - AWWA BOARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6112.02	AWWARF - ASSET MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6112.03	AWWARF CORRISON CONTROL	0.00	45.64	0.00	269.04	0.00	(269.04)	0.00
01-60-6113	SUMMER INTERNS	25,001.37	887.75	0.00	11,775.25	0.00	13,226.12	47.10
01-60-6116	ADMIN OVERTIME	7,997.00	0.00	0.00	955.10	0.00	7,041.90	11.94
01-60-6117	OPERATIONS OVERTIME	211,400.00	17,701.67	0.00	110,174.71	0.00	101,225.29	52.12
01-60-6121	PENSION	749,205.00	32,876.69	0.00	130,003.41	0.00	619,201.59	17.35
01-60-6122	MEDICAL/LIFE BENEFITS	593,570.00	41,252.27	0.00	236,915.67	0.00	356,654.33	39.91
01-60-6123	FEDERAL PAYROLL TAXES	206,273.00	14,268.42	0.00	95,979.37	0.00	110,293.63	46.53
01-60-6128	STATE UNEMPLOYMENT	4,600.00	378.86	0.00	792.39	0.00	3,807.61	17.23
01-60-6131	TRAVEL	8,400.00	843.70	0.00	4,275.30	0.00	4,124.70	50.90
01-60-6131.01	TRAVEL - AWWA BOARD	800.00	0.00	0.00	0.00	0.00	800.00	0.00
01-60-6131.02	TRAVEL - AWWARF-ASSET MGMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6131.03	TRAVEL - AWWARF COR CONTROL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6132	TRAINING	46,000.00	225.00	0.00	2,751.50	0.00	43,248.50	5.98
01-60-6133	PROFESSIONAL DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6133.01	CONFERENCES	33,650.00	3,274.69	0.00	14,419.97	0.00	19,230.03	42.85
01-60-6133.02	TUITION REIMBURSEMENT	46,000.00	0.00	0.00	0.00	0.00	46,000.00	0.00
01-60-6191	OTHER PERSONNEL COSTS	35,900.00	(12,212.02)	0.00	24,002.75	0.00	11,897.25	66.86
TOTAL PERSONNEL SERVICES		4,502,215.37	319,546.14	0.00	1,871,103.36	0.00	2,631,112.01	41.56
CONTRACT SERVICES								
01-60-6210	WATER CONSERVATION PROGRAM	400,000.00	14,378.27	0.00	16,723.27	0.00	383,276.73	4.18
01-60-6233	TRUST SERVICES & BANK CHARGE	39,725.00	1,198.51	0.00	12,933.79	0.00	26,791.21	32.56
01-60-6239	OTHER FINANCIAL SERVICES	2,200.00	0.00	0.00	0.00	0.00	2,200.00	0.00
01-60-6251	LEGAL SERVICES- GENERAL	90,000.00	4,079.79	0.00	10,905.79	0.00	79,094.21	12.12
01-60-6252	BOND COUNSEL	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
01-60-6253	LEGAL SERVICES- SPECIAL	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00
01-60-6258	LEGAL NOTICES	5,000.00	3,516.50	0.00	4,056.50	0.00	943.50	81.13
01-60-6259	OTHER LEGAL SERVICES	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
01-60-6260	AUDIT SERVICES	68,416.00	8,000.00	0.00	58,000.00	0.00	10,416.00	84.78
01-60-6280	CONSULTING SERVICES	295,000.00	43,731.32	0.00	170,534.84	0.00	124,465.16	57.81
01-60-6290	CONTRACTUAL SERVICES	224,324.00	6,429.95	0.00	49,330.96	0.00	174,993.04	21.99
TOTAL CONTRACT SERVICES		1,211,665.00	81,334.34	0.00	322,485.15	0.00	889,179.85	26.62

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF:OCTOBER 31ST, 2008

01 -WATER FUND

ADMINISTRATION

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
OPERATIONAL SUPPORT SRVS							
01-60-6513 NATURAL GAS	40,200.00	0.00	0.00	2,710.54	0.00	37,489.46	5.74
01-60-6514.01 TELEPHONE	21,000.00	1,345.60	0.00	8,735.06	0.00	12,264.94	41.60
01-60-6514.02 CELL PHONE & CORR. TELEMETRY	21,960.00	1,257.20	0.00	7,798.32	0.00	14,161.68	35.51
01-60-6514.03 RADIOS	12,720.00	0.00	0.00	0.00	0.00	12,720.00	0.00
01-60-6514.04 REPAIRS & EQUIPMENT	13,200.00	28.00	0.00	3,841.74	0.00	9,358.26	29.10
01-60-6521 OFFICE SUPPLIES	34,900.00	1,375.54	0.00	10,472.34	0.00	24,427.66	30.01
01-60-6522 BOOKS & PUBLICATIONS	13,837.00	448.07	0.00	4,536.51	0.00	9,300.49	32.79
01-60-6531 PRINTING- GENERAL	12,400.00	0.00	0.00	7,170.63	0.00	5,229.37	57.83
01-60-6532 POSTAGE & DELIVERY	30,000.00	1,395.63	0.00	9,989.71	0.00	20,010.29	33.30
01-60-6540 PROFESSIONAL DUES	23,423.00	289.00	0.00	3,621.25	0.00	19,801.75	15.46
01-60-6550 REPAIRS & MAINT- OFFICE EQUI	21,959.00	3,772.42	0.00	9,693.16	0.00	12,265.84	44.14
01-60-6560 REPAIRS & MAINT- BLDGS & GRN	614,240.00	9,441.97	0.00	327,462.71	0.00	286,777.29	53.31
01-60-6580 COMPUTER SOFTWARE	36,000.00	0.00	0.00	18,587.84	0.00	17,412.16	51.63
01-60-6590 COMPUTER/SOFTWARE MAINTENANCE	44,300.00	2,514.04	0.00	5,633.70	0.00	38,666.30	12.72
01-60-6591 OTHER ADMINISTRATIVE EXPENSE	26,200.00	4,263.13	0.00	24,363.95	0.00	1,836.05	92.99
TOTAL OPERATIONAL SUPPORT SRVS	966,339.00	26,130.60	0.00	444,617.46	0.00	521,721.54	46.01
WATER OPERATION							
01-60-6611.01 WATER BILLING	56,310,982.00	3,613,449.84	0.00	25,634,466.00	0.00	30,676,516.00	45.52
01-60-6611.02 ELECTRICITY	1,430,000.00	105,777.32	0.00	829,581.96	0.00	600,418.04	58.01
01-60-6611.03 OPERATIONS & MAINTENANCE	420,000.00	43,721.05	0.00	231,877.54	0.00	188,122.46	55.21
01-60-6611.04 MAJOR MAINTENANCE	700,000.00	0.00	0.00	0.00	0.00	700,000.00	0.00
01-60-6611.05 MAJOR MAINTENANCE BILLED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6612 ELECTRIC- DuPAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6612.01 PUMP STATION	3,424,000.00	216,400.00	0.00	1,412,775.63	0.00	2,011,224.37	41.26
01-60-6612.02 METER STATION, ROV, TANK SITE	121,000.00	6,729.43	0.00	20,293.11	0.00	100,706.89	16.77
01-60-6613 WATER CHEMICALS	30,000.00	4,593.23	0.00	15,469.11	0.00	14,530.89	51.56
01-60-6614 WATER TESTING	17,250.00	0.00	0.00	2,269.74	0.00	14,980.26	13.16
01-60-6614.03 WATER TESTING - COR CONTROL	7,500.00	0.00	0.00	464.80	0.00	7,035.20	6.20
01-60-6620 PUMP STATION - OPERATING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6621 PUMPING SERVICES	121,150.00	0.00	0.00	42,201.04	0.00	78,948.96	34.83
01-60-6623 METER TESTING & REPAIRS	18,500.00	3,181.00	0.00	1,709.70	0.00	16,790.30	9.24
01-60-6624 SCADA / INSTRUMENTATION	53,400.00	306.16	0.00	13,384.21	0.00	40,015.79	25.06
01-60-6625 EQUIPMENT RENTAL	25,900.00	800.00	0.00	863.80	0.00	25,036.20	3.34
01-60-6626 UNIFORMS	19,000.00	956.99	0.00	8,898.78	0.00	10,101.22	46.84
01-60-6627 SAFETY	247,400.00	9,045.54	0.00	92,599.92	0.00	154,800.08	37.43
01-60-6631 PIPELINE REPAIRS	920,000.00	30,000.00	0.00	86,000.64	0.00	833,999.36	9.35

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF:OCTOBER 31ST, 2008

01 -WATER FUND

ADMINISTRATION

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
BOND INTEREST								
01-60-6721	BOND INTEREST- GO BONDS	1,610,694.00	148,781.77	0.00	891,747.88	0.00	718,946.12	55.36
01-60-6722	BOND INTEREST- REV BONDS	5,157,278.00	424,930.97	0.00	2,543,565.56	0.00	2,613,712.44	49.32
TOTAL BOND INTEREST		6,767,972.00	573,712.74	0.00	3,435,313.44	0.00	3,332,658.56	50.76
CAPITAL								
01-60-6810	LEASES	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-60-6820	PERMITS & FEES	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
01-60-6851	COMPUTERS	53,600.00	0.00	0.00	10,229.17	0.00	43,370.83	19.08
01-60-6852	OFFICE FURNITURE & EQUIPMT	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0.00
01-60-6856	MACHINERY & EQUIPMENT	0.00	11,300.00	0.00	11,300.00	0.00	(11,300.00)	0.00
01-60-6858	CAPITALIZED EQUIP PURCHASES	(164,000.00)	0.00	0.00	0.00	0.00	(164,000.00)	0.00
01-60-6860	VEHICLES	90,000.00	0.00	0.00	0.00	0.00	90,000.00	0.00
01-60-6868	CAPITALIZED VEHICLE PURCHASES	(65,000.00)	0.00	0.00	0.00	0.00	(65,000.00)	0.00
01-60-6880	CAPITALIZED FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-6920	DEPRECIATION- TRANS MAINS	4,557,007.00	358,247.51	0.00	2,149,485.02	0.00	2,407,521.98	47.17
01-60-6930	DEPRECIATION- BUILDINGS	2,041,745.00	170,118.88	0.00	1,174,088.38	0.00	867,656.62	57.50
01-60-6952	DEPRECIATION- OFFICE FURN &	110,200.00	4,585.21	0.00	12,643.25	0.00	97,556.75	11.47
01-60-6956	DEPRECIATION- PUMPING EQUIP	179,472.00	14,289.89	0.00	122,601.70	0.00	56,870.30	68.31
01-60-6960	DEPRECIATION- VEHICLES	77,500.00	3,978.44	0.00	23,870.67	0.00	53,629.33	30.80
TOTAL CAPITAL		6,991,524.00	562,519.93	0.00	3,504,218.19	0.00	3,487,305.81	50.12
WORK IN PROGRESS								
01-60-7110	METERING STATIONS-CONSTRUCTI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-7211	CALDWELL AVE REALINGMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-7211.01	CADWELL AVE CONSTRUCTION	0.00	0.00	0.00	39,939.49	0.00	(39,939.49)	0.00
01-60-7211.02	CADWELL AVE ENGINEERING	0.00	4,612.37	0.00	56,391.30	0.00	(56,391.30)	0.00
01-60-7211.03	CADWELL AVE OTHER SERV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-7212.01	MAT & EQUIP CONSTRUCTION	600,000.00	0.00	0.00	0.00	0.00	600,000.00	0.00
01-60-7212.02	MAT & EQUIP ENGINEERING	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00
01-60-7212.03	MAT & EQUIP OTHER SERV	0.00	32.82	0.00	32.82	0.00	(32.82)	0.00
01-60-7213.01	EMERGENCY GEN CONSTRUCTION	6,304,000.00	0.00	0.00	1,325,222.10	0.00	4,978,777.90	21.02
01-60-7213.02	EMERGENCY GEN ENGINEERING	425,000.00	0.00	0.00	242,493.72	0.00	182,506.28	57.06
01-60-7213.03	EMERGENCY GEN OTHER SERV	1,500,000.00	11,872.30	0.00	11,872.30	0.00	1,488,127.70	0.79
01-60-7214.01	SITE IMPROVEMENTS CONST	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	0.00
01-60-7214.02	SITE IMPROVEMENTS - ENG	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
01-60-7215.01	GARAGE/OFFICE BUILD - CONSTR	1,009,000.00	0.00	0.00	0.00	0.00	1,009,000.00	0.00
01-60-7215.02	GARAGE/OFFICE BUILD - ENG	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF:OCTOBER 31ST, 2008

01 -WATER FUND

ADMINISTRATION

DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
01-60-7920	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-7940	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-7950	LEGAL SERVICES	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
01-60-7970	LAND & ROW	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
01-60-7980	CAPITALIZED FIXED ASSETS	(877,000.00)	0.00	0.00	0.00	0.00	(877,000.00)	0.00
01-60-8000.00	CAPITALIZED LEXINGTON F/A	0.00	0.00	0.00	(701,815.49)	0.00	701,815.49	0.00
01-60-8201.01	EMERG GEN - CONSTRUCT	7,315,000.00	0.00	0.00	0.00	0.00	7,315,000.00	0.00
01-60-8201.02	EMERG GEN - ENGINEERING	630,000.00	5,739.27	0.00	56,314.77	0.00	573,685.23	8.94
01-60-8201.03	EMERG GEN - OTHER SERV	607,000.00	0.00	0.00	7,018.25	0.00	599,981.75	1.16
01-60-8201.04	EMERG GEN - BILLED	(4,276,000.00)	(13,122.55)	0.00	(30,233.70)	0.00	(4,245,766.30)	0.71
01-60-8202.01	P V - CONSTRUCT	3,640,000.00	0.00	0.00	0.00	0.00	3,640,000.00	0.00
01-60-8202.02	P V - ENGINEERING	273,000.00	3,337.14	0.00	101,965.86	0.00	171,034.14	37.35
01-60-8202.03	P V - OTHER SERVICES	0.00	7,394.13	0.00	7,394.13	0.00	(7,394.13)	0.00
01-60-8202.04	P V - BILLED	(1,956,500.00)	(4,725.35)	0.00	(48,994.98)	0.00	(1,907,505.02)	2.50
01-60-8203.01	VFD - CONSTRUCTION	560,000.00	0.00	0.00	0.00	0.00	560,000.00	0.00
01-60-8203.02	VFD - ENGINEERING	48,000.00	1,172.50	0.00	11,155.98	0.00	36,844.02	23.24
01-60-8203.03	VFD - OTHER SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-60-8203.04	VFD - BILLED	(300,000.00)	(401.72)	0.00	(4,950.80)	0.00	(295,049.20)	1.65
TOTAL WORK IN PROGRESS		17,882,500.00	15,910.91	0.00	1,073,805.75	0.00	16,808,694.25	6.00
TOTAL ADMINISTRATION		4,763,049.37	5,747,818.26	0.00	39,737,434.78	0.00	65,025,614.59	37.93
TOTAL EXPENDITURES		4,763,049.37	5,747,818.26	0.00	39,737,434.78	0.00	65,025,614.59	37.93

*** END OF REPORT ***