



# DuPage Water Commission

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

**NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED JUNE 2003 REGULAR MEETING OF THE DU PAGE WATER COMMISSION WILL BE HELD AT 9:00 A.M. ON THURSDAY, JUNE 12, 2003, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED JUNE 2003 REGULAR MEETING IS AS FOLLOWS:**

## **AGENDA**

**DU PAGE WATER COMMISSION  
THURSDAY, JUNE 12, 2003  
9:00 A.M.**

**600 EAST BUTTERFIELD ROAD  
ELMHURST, IL 60126**

- I. Roll Call
- II. Oath of Office, Donald G. Zeilenga, County Representative District 5
- III. Presentation of Plaque to Jack Tenison, County Representative District 5
- IV. Public Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004
- V. Public Comments
- VI. Approval of Minutes
  - A. Regular Meeting of May 7, 2003
  - B. Executive Session of May 7, 2003
- VII. Treasurer's Report – May 2003
- VIII. Committee Reports
  - A. Administration Committee
    - 1. Report of 6/12/03 Meeting
    - 2. Actions on Items Listed on 6/12/03 Administration Committee Agenda

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.

3. Executive Session: Discussion of Personnel Related Matters
- B. Engineering & Construction Committee
  1. Report of 6/12/03 Meeting
  2. Actions on Items Listed on 6/12/03 Engineering & Construction Committee Agenda
- C. Finance Committee
  1. Report of 6/12/03 Meeting
  2. Actions on Items Listed on 6/12/03 Finance Committee Agenda
- D. Special Task Force on Refunding
  1. Report of 6/12/03 Meeting
  2. Actions on Items Listed on 6/12/03 Special Task Force on Refunding Agenda
- IX. Chairman's Report
- X. Omnibus Vote
  - A. Ordinance O-7-03: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004
  - B. Ordinance O-8-03: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County
  - C. Resolution R-21-03: A Resolution Approving Certain Contract Change Orders at the June 12, 2003 DuPage Water Commission Meeting
  - D. Resolution R-22-03: A Resolution Approving, Ratifying, and Accepting the Appointment of Commissioner Janicik as Clerk of the Commission and the Appointment of Commissioner Chaplin as Treasurer of the Commission
  - E. Resolution R-23-03: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement Between the Illinois Department of State Police and the DuPage Water Commission for Communication System Access
  - F. Resolution R-24-03: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the June 12, 2003, DuPage Water Commission Meeting

XI. Old Business

- Summary of Action Taken Since Previous Meeting

XII. New Business

- A. Presentation by Alvord, Burdick & Howson on Contract TW-3  
Consideration of Schedule for Preliminary Design

XIII. Accounts Payable

XIV. Public Comments

XV. Executive Session

XVI. Adjournment

**MINUTES OF A MEETING OF THE  
DU PAGE WATER COMMISSION  
HELD ON WEDNESDAY, MAY 7, 2003  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:35 P.M.

Commissioners in attendance: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, A. Poole, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Also in attendance: J. Holzwart, R. Martin, E. Nawrocki, R. Skiba, D. Eckmann (AB&H) and M. Crowley (H&K).

Chairman Vondra noted that Commissioner Tenison resigned from the Commission, effective as of April 30, 2003, because his early retirement pension with IMRF was in jeopardy due to the compensation he was eligible to receive from the Commission. Chairman Vondra also noted that DuPage County Board Chairman Schillerstrom appointed Donald Zeilenga to take Commissioner Tenison's place and confirmation by the DuPage County Board was scheduled for May 13, 2003.

## **PUBLIC COMMENTS**

Ann Muniz, unincorporated Downers Grove, inquired about the status of loans for people in unincorporated Downers Grove with contaminated wells that previously connected to the Downers Grove water distribution system.

Commissioner Benson moved to direct staff to prepare an amendment to the Intergovernmental Agreement Concerning the Implementation of Water Service to the Downers Grove Service Area in DuPage County that would enable Downers Grove to make funds available to all individuals who connected to the Downers Grove water distribution system in response to the August 2001 and following Downers Grove Groundwater Investigation Fact Sheets that were prepared and distributed by the IEPA.  
Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Phil Modaff, Village of Woodridge, encouraged the Commission to retain the Special Task Force on TCE until the Village of Woodridge resolved outstanding issues with the County of DuPage regarding service to the Suburban Estates area. After offering his assurance that the Commission would honor its financial commitment to Woodridge, Chairman Vondra requested that if Woodridge desired further assurances, Woodridge provide Commission staff with the appropriate information.

## Minutes of the 5/7/03 Meeting

Phil Modaff also expressed Woodridge's concern with the acceleration of work on Contract TW-3 rather than scheduling such work as shown in the Five Year Capital Improvement Plan.

Jim Nelson, unincorporated Itasca, inquired whether Commission financing would be available to cover costs associated with connecting to the Village of Itasca, even though the subdivision in which he resides does not have contaminated well water. Chairman Vondra advised Mr. Nelson to send a formal written request to the Commission regarding this issue.

Commissioner Chaplin moved to approve the Minutes of the April 10, 2003 meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Thorn moved to approve the Minutes of the April 10, 2003 Executive Session meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of April 2003 showed receipts of \$7,128,214.00, disbursements of \$2,835,722.50 and a cash and investment balance of \$203,356,754.24.

Commissioner Benson moved to accept the April 2003 Treasurer's Report. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## COMMITTEE REPORTS

### Administration Committee – Report by Commissioner Thorn

Commissioner Thorn reported there was no meeting of the Administration Committee due to a lack of a quorum.

### Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee reviewed progress payments in the amount of \$329,322.93 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Committee also discussed the acceleration of Contract TW-3.

## Minutes of the 5/7/03 Meeting

### Finance Committee – Report by Commissioner Poole

The Finance Committee reviewed the Treasurer's Report, the April financial statements and the Accounts Payable.

Commissioner Poole moved to approve the methodology employed by staff in preparing the draft fiscal year 2003-04 Appropriation Ordinance and to direct staff to provide all required notices for holding a public hearing on the Ordinance at 9:00 AM on June 12, 2003. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Committee reviewed the status of replacing Kemper as the Commission's liability insurance carrier, noting that the recommended replacement carrier, American Alternative Insurance Corporation (AAIC), needed to file paperwork with the State of Illinois before issuing policies.

### Special Task Force on Refunding – Report by Chairman Vondra

From among the fifteen underwriting firms that submitted proposals, it was reported that the Special Task Force interviewed the five firms recommended by staff and preliminarily selected four underwriters to recommend to the full Board. It was noted, however, that in light of the current economic climate, the Special Task Force desired to consider alternative structures (standard and synthetic) and longer amortization (maturity) periods. Thus, the four underwriters selected by the Special Task Force for recommendation to the full Board were asked to provide additional information, which will be provided prior to the next Commission meeting.

### Special Task Force on TCE – Report by Chairman Vondra

Chairman Vondra reported there was no meeting of the Special Task Force on TCE due to a lack of a quorum.

### Chairman's Report

Because Commissioner Tenison also resigned as Treasurer and Clerk, Chairman Vondra requested confirmation of his appointment of Commissioner Janicik as Clerk and Commissioner Chaplin as Treasurer.

Commissioner Wilcox moved to approve Chairman Vondra's appointment of Commissioner Janicik as Clerk and Commissioner Chaplin as Treasurer. Seconded by Commissioner Pollock and approved by a Voice Vote.

Majority voted aye, with Commissioner Thorn voting against and Commissioner Benson abstaining. Motion carried.

## Minutes of the 5/7/03 Meeting

### OMNIBUS VOTE AGENDA

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

#### Omnibus Vote

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, A. Poole, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Item 1. Resolution R-17-03: A Resolution Approving and Authorizing the Execution of an Agreement with Cathodic Protection Management, Inc. for Corrosion Identification Survey Services – “Omnibus Vote”

Item 2. Resolution R-18-03: A Resolution Approving a First Amendment to Task Order No. 12 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. – “Omnibus Vote”

Item 3. Resolution R-19-03: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the May 7, 2003 DuPage Water Commission – “Omnibus Vote”

Item 4. Resolution R-20-03: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Inner Belt Transmission Main (Contract TIB-1/03) – “Omnibus Vote”

### OLD BUSINESS

Extensive discussion ensued regarding legislation proposed by DuPage County to dissolve the Commission, including recitation of portions of a resolution passed by the City of Naperville and the Village of Downers Grove regarding the proposed legislation.

Commissioner Mueller moved that the Chairman send a letter to the Illinois Legislature identifying Commission concerns regarding the proposed legislation after receipt by the Commissioners of a copy of the legislation and/or the staff-revised Naperville “fact” sheet. Seconded by Commissioner Wilcox and approved by a Roll Call Vote:

Ayes: R. Benson, B. Krajewski, W. Mueller, N. Pollock, A. Poole, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: E. Chaplin, L. Hartwig, J. Janicik and A. Poole

## Minutes of the 5/7/03 Meeting

Noting that there appeared to be no consensus as to the concerns to be raised in the letter without having reviewed the proposed legislation and/or the revised Naperville “fact” sheet, Chairman Vondra suggested a special meeting could be called to discuss the content of the letter after the underlying documentation had been distributed to the Commissioners.

### NEW BUSINESS

After Commissioner Benson clarified that Energy Associates was the sole supplier of magnetic flow meters for the area, Commissioner Wilcox moved to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 7480 in the amount of \$13,148.62 to Energy Associates. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, A. Poole, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Chairman Vondra requested that the time of the June Commission and Committee meetings be changed from evening to morning.

### ACCOUNTS PAYABLE

Commissioner Wilcox moved to approve the Accounts Payable in the amount of \$3,114,345.81 subject to submission of all contractually required documentation. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, A. Poole, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

### PUBLIC COMMENTS – No Comments

Commissioner Janicik moved to take a ten-minute recess. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The meeting was reconvened at 9:45 P.M.

Commissioner Janicik moved to go into Executive Session to discuss matters related to pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:



## Minutes of the 5/7/03 Meeting

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, N. Pollock, A. Poole, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

The Commission went into Executive Session at 9:45 P.M.

Commissioner Janicik moved to come out of Executive Session at 9:53 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson moved to adjourn the meeting at 9:54 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Rcm0305.doc

DU PAGE WATER COMMISSION  
WATER FUND  
CASH BASIS GENERAL LEDGER  
STATEMENT OF REVENUES & EXPENDITURES  
May 31, 2003

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	4,460,916.26	4,460,916.26
SALES TAXES	2,275,925.80	2,275,925.80
INVESTMENT INCOME	1,082,771.68	1,082,771.68
OTHER INCOME	96,541.36	96,541.36
TOTAL REVENUE	7,916,155.10	7,916,155.10
EXPENSES		
PERSONAL SERVICES	194,587.11	194,587.11
PROFESSIONAL SERVICES	66,995.41	66,995.41
CONTRACTUAL SERVICES	30,840.08	30,840.08
INSURANCE	0.00	0.00
ADMINISTRATIVE COSTS	6,521.77	6,521.77
WATER SUPPLY COSTS	2,986,370.56	2,986,370.56
BOND PRINCIPAL & INTEREST	13,718,953.75	13,718,953.75
LAND AND RIGHT OF WAY	0.00	0.00
CAPITAL OUTLAY	6,217.31	6,217.31
TOTAL OPERATING EXPENSES	17,010,485.99	17,010,485.99
CONSTRUCTION EXPENDITURES	92,394.79	92,394.79
LEGISLATIVE TRANSFERS TO OTHER GOVERNMENTS	0.00	0.00
TOTAL EXPENSES	17,102,880.78	17,102,880.78
NET FUND TRANSACTIONS	(9,186,725.68)	(9,186,725.68)
BEGINNING BALANCE		203,356,754.24
ENDING BALANCE		194,170,028.56
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		30,298.57
CASH AT OAK BROOK BANK LOCK BOX		223,503.72
CASH AT VILLA PARK TRUST & SAVINGS		1,054.27
TOTAL CASH		255,356.56
ILLINOIS FUNDS MONEY MARKET		28,891,314.00
ILLINOIS FUNDS PRIME FUND		16,625,028.69
GOVERNMENT MONEY MARKET FUNDS		3,624.68
U. S. TREASURY INVESTMENTS		61,766,994.50
U. S. AGENCY INVESTMENTS		61,627,710.13
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		193,914,672.00
TOTAL FUNDS		194,170,028.56

**DRAFT**

DU PAGE WATER COMMISSION

ORDINANCE NO. O-7-03

Annual Budget and Appropriation Ordinance  
for the Fiscal Year Commencing  
May 1, 2003 and Ending April 30, 2004

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

SECTION ONE: That the following sums are authorized by law and the same are  
hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the  
Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the  
objects and purposes hereinafter specified during the fiscal year commencing May 1, 2003  
and ending April 30, 2004 and that the sums of money hereinafter set forth are deemed  
necessary to defray all necessary expenses and liabilities of the DuPage Water  
Commission for said period:

DU PAGE WATER COMMISSION  
APPROPRIATION ORDINANCE  
MAY 1, 2003 TO APRIL 30, 2004

BUDGET/  
APPROPRIATION  
AMOUNT

ACCT #	ACCOUNT TITLE	
WATER FUND REVENUES		
WF-5110	OPERATIONS & MAINTENANCE PAYMENTS	45,479,533
WF-5120	FIXED COST PAYMENTS	8,916,329
WF-5130	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	1,023,572
WF-5140	EMERGENCY WATER SERVICE	29,059
WF-5200	PROPERTY TAXES	0
WF-5300	SALES TAXES	32,555,791
WF-5810	INTEREST INCOME FROM INVESTMENTS	6,080,000
WF-5900	OTHER INCOME	56,300
TOTAL WATER FUND REVENUES		94,140,584
WATER FUND EXPENDITURES		
WF-1700	COST OF FIXED ASSETS ACQUIRED	27,726,000
WF-3330	GENERAL OBLIGATION BOND PRINCIPAL PAYMENTS	8,400,000
WF-3340	REVENUE BOND PRINCIPAL PAYMENTS	9,605,000
WF-4300	CUSTOMER REBATES	77,332,489
WF-6110	SALARIES OF COMMISSION PERSONNEL	4,208,141
WF-6121	COST OF PENSION PROGRAM	2,805,425
WF-6122	COST OF MEDICAL/LIFE INSURANCE BENEFITS	321,300
WF-6123	COST OF FEDERAL PAYROLL TAXES	321,923
WF-6128	STATE UNEMPLOYMENT TAX EXPENSE	1,701
WF-6131	COST OF TRAVEL FOR MEETINGS & INSPECTIONS	16,223
WF-6132	COST OF PERSONNEL TECHNICAL TRAINING	15,278
WF-6133	STAFF PROFESSIONAL DEVELOPMENT EXPENSES	12,705
WF-6191	PERSONNEL RECRUITING EXPENSES	10,395
WF-6231	COST OF BOND ISSUE ADVISORY SERVICES	1,250
WF-6232	INVESTMENT CONSULTING EXPENSES	75,938
WF-6233	COST OF TRUST SERVICES	42,763
WF-6239	ARBITRAGE REBATE CALCULATION SERVICES EXPENSES	2,188
WF-6251	COST OF GENERAL COUNSEL SERVICES	312,500
WF-6252	COST OF BOND COUNSEL SERVICES	2,000
WF-6253	COST OF SPECIAL COUNSEL FOR LAND ACQUISITION	18,750
WF-6258	LEGAL NOTICE PUBLICATION EXPENSES	3,750
WF-6259	COST OF CIVIL LITIGATION DEFENSE	31,250
WF-6310	COST OF AUDIT SERVICES	54,375
WF-6320	COST OF OUTSIDE ACCOUNTING SERVICES	0
WF-6350	COST OF INSURANCE CONSULTING SERVICES	0
WF-6381	COST OF UTILITY MAPPING SYSTEM DESIGN	0
WF-6385	COST OF WATER TASTE & ODOR COMPLAINT STUDY	0
WF-6389	COST OF ENGINEERING FOR MAJOR FACILITIES REPAIRS	887,500
WF-6391	SOIL TESTING SERVICES COSTS	62,500
WF-6392	COST OF STORAGE TANK INSPECTION SERVICES	0
WF-6393	COST OF UTILITY MAP SCANNING SERVICES	0
WF-6394	NEWSLETTER PUBLICATION COSTS	4,375
WF-6395	COST OF CONTRACTED FACILITIES MAINTENANCE LABOR	4,000
WF-6396	COST OF VIDEO TAPING SERVICES	0
WF-6399	COST OF RECORD MICROFILM STORAGE	50,938
WF-6411	COST OF GENERAL LIABILITY INSURANCE	158,571
WF-6412	COST OF PUBLIC OFFICIAL'S LIABILITY INSURANCE	100,000
WF-6413	COST OF TEMPORARY CONSTRUCTION BONDS	860
WF-6414	COST OF ENGINEER'S LIABILITY INSURANCE	0
WF-6415	COST OF WORKER'S COMPENSATION INSURANCE	74,509
WF-6416	COST OF UMBRELLA LIABILITY INSURANCE COVERAGE	0
WF-6417	COST OF ALL RISK-BUILDER'S INSURANCE	0
WF-6421	COST OF PROPERTY INSURANCE	568,139
WF-6422	COST OF AUTOMOBILE INSURANCE	0
WF-6491	COST OF SELF INSURED CLAIMS	1,281,250

DU PAGE WATER COMMISSION  
 APPROPRIATION ORDINANCE  
 MAY 1, 2003 TO APRIL 30, 2004

BUDGET/  
 APPROPRIATION  
 AMOUNT

ACCT #	ACCOUNT TITLE	
WF-6512	BUILDING ELECTRIC COSTS	0
WF-6513	GAS UTILITY EXPENSES	40,625
WF-6514	TELEPHONE UTILITY EXPENSES	44,138
WF-6521	COST OF GENERAL OFFICE SUPPLIES PURCHASES	29,188
WF-6522	PURCHASE OF BOOKS & PUBLICATIONS	4,375
WF-6531	PRINTING EXPENSES	6,844
WF-6532	POSTAGE & DELIVERY COSTS	19,500
WF-6540	COST OF DUES AND SUBSCRIPTIONS	17,194
WF-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	18,750
WF-6590	ADMINISTRATIVE MEETING EXPENSES	3,288
WF-6611	COST OF WATER PURCHASES	54,247,384
WF-6612	ELECTRIC UTILITY EXPENSES	2,873,250
WF-6613	PURCHASE OF WATER CHEMICALS	56,250
WF-6614	COST OF WATER TESTING	7,500
WF-6620	COST OF REPAIRS AND MAINTENANCE OF BUILDINGS	1,420,019
WF-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	4,448,375
WF-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	84,939
WF-6721	GENERAL OBLIGATION BOND INTEREST PAYMENTS	4,511,651
WF-6722	REVENUE BOND INTEREST PAYMENTS	11,201,619
WF-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	7,494
WF-6920	COST OF WATER MAIN DEPRECIATION	5,356,318
WF-6930	COST OF WATER BUILDING DEPRECIATION	2,562,475
WF-6940	COST OF PUMPING EQUIPMENT DEPRECIATION	291,025
WF-6950	COST OF FURNITURE & EQUIPMENT PURCHASES	178,504
WF-6960	COST OF MOTOR VEHICLES PURCHASES	87,053
WF-7100	CONSTRUCTION OF WATER METERING STATIONS	0
WF-7200	CONSTRUCTION OF CHICAGO PUMPING STATION	0
WF-7300	CONSTRUCTION OF DU PAGE PUMPING STATION	5,495,000
WF-7400	CONSTRUCTION OF WATER SYSTEM STORAGE	1,750,000
WF-7500	CONSTRUCTION OF WATER TRANSMISSION MAINS	28,987,500
WF-7600	CONSTRUCTION OF WATER FEEDER MAINS	0
WF-7700	CONSTRUCTION OF PRESSURE ADJUSTING STATIONS	0
WF-7800	SYSTEM DISINFECTION AND START UP EXPENSES	0
WF-7910	COST OF CONSTRUCTION ENGINEERING	8,130,000
WF-7950	COST OF CONSTRUCTION LEGAL SERVICES	170,000
WF-7960	COST OF CONSTRUCTION MATERIAL TESTING SERVICES	1,425,000
WF-7970	COST OF CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS	2,500
WF-7980	COST OF CAPITALIZED FIXED ASSETS	0
WF-7990	CONTINGENCY	14,000,000
TOTAL WATER FUND EXPENDITURES		281,991,744
WATER FUND REVENUE OVER (UNDER) EXPENDITURES		(187,851,160)
AVAILABLE WATER FUND BALANCES 05/01/2003		187,851,160
AVAILABLE WATER FUND BALANCES 04/30/2004		0

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

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

O-7-03.ORD

STATE OF ILLINOIS)

)SS

COUNTY OF DU PAGE)

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, and as such Clerk, I am the keeper of the Official journal of proceedings, books, records, minutes and files of the DuPage Water Commission and of the Board of Commissioners (the "Corporate Authorities") thereof.

I do further certify that the foregoing is a full, true and complete copy of Ordinance O-APPROP-03 adopted June 12, 2003 said Ordinance being entitled:

"Annual Budget and Appropriation Ordinance for the Fiscal Year  
Commencing May 1, 2003 and Ending April 30, 2004"

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the DuPage Water Commission, this 12<sup>th</sup> day of June, 2003.

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Clerk

(SEAL)

CERTIFICATION OF BUDGET/APPROPRIATION IN  
ACCORDANCE WITH CHAPTER 35 SECTION  
200/18-50 ILLINOIS COMPILED STATUES

The undersigned, being Secretary and Chief Fiscal Officer of the Taxing District below named, do hereby certify that attached hereto is a **true and correct copy** of the Budget/Appropriation of said District for its 2003/2004 fiscal year, adopted June 12, 2003.

We further certify that the **estimate of revenues**, by source, anticipated to be received by said Taxing District, either set forth in said document or attached hereto separately, is a true statement of said estimate.

Name of District: \_\_\_\_\_

Secretary: \_\_\_\_\_

Chief Fiscal Officer: \_\_\_\_\_

Date: \_\_\_\_\_, 2003



## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-8-03

AN ORDINANCE DETERMINING THE  
PREVAILING RATE OF WAGES IN  
DUPAGE COUNTY AND COOK COUNTY

WHEREAS, the State of Illinois has enacted “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 Anyone Under Contract for Public Works,” approved June 26, 1941, as amended, being Act 130 (Prevailing Wage Act), of Chapter 820 (Employment), of the Illinois Compiled Statutes, 820 ILCS 130/0.01 et seq. (the “Act”); and

WHEREAS, the Act requires that the DuPage Water Commission investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the localities of DuPage County and Cook County employed in performing construction of public works for the DuPage Water Commission; and

WHEREAS, “locality” is defined in the Act as the County where the physical work upon public works is performed and the public works of the DuPage Water Commission will be performed in both DuPage and Cook County;

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

SECTION ONE: To the extent and as required by the Act, the general prevailing rate of wages in DuPage County for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the DuPage Water Commission, which physical work is being performed on public works in DuPage

Ordinance No. O-8-03

County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of June 2003. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in DuPage County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in DuPage County undertaken by the Commission.

SECTION TWO: To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the DuPage Water Commission, which physical work is being performed on public works in Cook County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2003. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit B. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in Cook County undertaken by the Commission.

SECTION THREE: The definition of any terms appearing in this Ordinance that are also used in the Act shall be the same as in the Act. Nothing herein contained shall be construed to apply the general prevailing rate of wages for DuPage County and for Cook County as herein ascertained to any work or employment except public works construction of the DuPage Water Commission conducted in DuPage County and Cook County, respectively, to the extent required by the Act.

SECTION FOUR: The Clerk of the DuPage Water Commission shall publicly post or keep available for inspection by any interested party in the main office of the DuPage Water Commission this determination of the prevailing rate of wages for DuPage County and for Cook County.

SECTION FIVE: The General Manager is hereby directed to:

- (a) promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois;
- (b) cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, within thirty (30) days of its filing with the Secretary of State and the Department of Labor of the State of Illinois, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body;
- (c) mail a copy of this determination to any employer, to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate; and

Ordinance No. O-8-03

- (d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contract specifications.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## EXHIBIT A

# Du Page County Prevailing Wage for June 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		34.350	37.430	2.0	2.0	2.0	3.950	5.150	0.000	0.150
BRICK MASON		BLD		30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		27.850	28.850	2.0	1.5	2.0	5.380	7.500	0.000	0.100
CERAMIC TILE FNSHER		BLD		23.850	0.000	1.5	1.5	2.0	4.250	3.700	0.000	0.210
COMMUNICATION TECH		BLD		25.250	27.050	1.5	1.5	2.0	4.710	7.120	2.780	0.380
ELECTRIC PWR EQMT OP		ALL		26.460	33.040	1.5	1.5	2.0	2.450	6.610	0.000	0.130
ELECTRIC PWR GRNDMAN		ALL		20.750	33.040	1.5	1.5	2.0	2.450	5.190	0.000	0.100
ELECTRIC PWR LINEMAN		ALL		31.290	33.040	1.5	1.5	2.0	2.450	7.820	0.000	0.160
ELECTRIC PWR TRK DRV		ALL		21.390	33.040	1.5	1.5	2.0	2.450	5.350	0.000	0.110
ELECTRICIAN		BLD		30.000	33.000	1.5	1.5	2.0	5.600	8.740	3.300	0.450
ELEVATOR CONSTRUCTOR		BLD		35.655	40.110	2.0	2.0	2.0	5.775	2.880	2.140	0.000
FENCE ERECTOR	NE	ALL		22.540	23.790	1.5	1.5	2.0	5.500	5.020	0.000	0.000
FENCE ERECTOR	W	ALL		31.490	33.060	2.0	2.0	2.0	4.690	11.28	0.000	0.250
GLAZIER		BLD		27.800	28.800	1.5	2.0	2.0	4.540	7.800	0.000	0.200
HT/FROST INSULATOR		BLD		29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000	0.230
IRON WORKER	E	ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
IRON WORKER	W	ALL		31.490	33.060	2.0	2.0	2.0	4.690	11.28	0.000	0.250
LABORER		ALL		28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		ALL		23.000	0.000	1.5	1.5	2.0	3.600	3.800	0.000	0.240
MARBLE MASON		BLD		26.780	28.280	1.5	1.5	2.0	4.300	6.600	0.000	0.230
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD 1		35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD 2		34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD 3		31.850	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		BLD 4		30.100	39.700	2.0	2.0	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 1		33.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 2		33.350	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 3		31.300	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 4		29.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
OPERATING ENGINEER		HWY 5		28.700	37.900	1.5	1.5	2.0	5.700	4.500	1.800	0.550
ORNAMNTL IRON WORKER E		ALL		29.850	31.350	2.0	2.0	2.0	4.900	7.620	0.000	0.000
ORNAMNTL IRON WORKER W		ALL		31.490	33.060	2.0	2.0	2.0	4.690	11.28	0.000	0.250
PAINTER		ALL		30.980	31.980	1.5	1.5	2.0	4.400	3.700	0.000	0.300
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		32.100	34.100	1.5	1.5	2.0	4.300	5.950	0.000	0.800
PLASTERER		BLD		29.200	30.200	1.5	1.5	2.0	4.550	4.780	0.000	0.230
PLUMBER		BLD		32.100	34.100	1.5	1.5	2.0	4.300	5.950	0.000	0.800
ROOFER		BLD		30.850	32.850	1.5	1.5	2.0	4.120	2.460	0.000	0.320
SHEETMETAL WORKER		BLD		31.740	33.490	1.5	1.5	2.0	4.450	5.760	0.000	0.440
SPRINKLER FITTER		BLD		33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR	E	ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STEEL ERECTOR	W	ALL		31.490	33.060	2.0	2.0	2.0	4.690	11.28	0.000	0.250
STONE MASON		BLD		30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000	0.120
TELECOM WORKER		ALL		22.900	24.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		23.240	0.000	1.5	1.5	2.0	4.500	5.630	0.000	0.170
TERRAZZO MASON		BLD		27.500	29.000	2.0	1.5	2.0	4.500	6.350	0.000	0.160
TILE MASON		BLD		29.130	31.130	2.0	1.5	2.0	4.250	4.450	0.000	0.400

TRAFFIC SAFETY WRKR	HWY	22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	ALL 1	26.400	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	ALL 2	26.550	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	ALL 3	26.750	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	ALL 4	26.950	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TUCKPOINTER	BLD	30.850	31.850	1.5	1.5	2.0	3.760	4.900	0.000	0.390

#### Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

PLUMBERS & PIPEFITTERS (SOUTH) - South of a line down the center of 22nd Street.

PLUMBERS & PIPEFITTERS (NORTH) - North of a line down the center of 22nd Street including Argonne National Laboratories.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether

for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar



equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs;

Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## EXHIBIT B

# Cook County Prevailing Wage for June 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN				ALL	28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000 0.170
ASBESTOS ABT-MEC				BLD	23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000 0.000
BOILERMAKER				BLD	34.350	37.430	2.0	2.0	2.0	3.950	5.150	0.000 0.150
BRICK MASON				BLD	30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000 0.120
CARPENTER				ALL	33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000 0.440
CEMENT MASON				ALL	32.000	33.000	2.0	1.5	2.0	4.880	3.750	0.000 0.150
CERAMIC TILE FNSHER				BLD	23.850	0.000	1.5	1.5	2.0	4.250	3.700	0.000 0.210
COMM. ELECT.				BLD	28.940	30.940	1.5	1.5	2.0	4.250	5.090	0.000 0.700
ELECTRIC PWR EQMT OP				ALL	32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000 0.160
ELECTRIC PWR GRNDMAN				ALL	25.310	37.800	1.5	1.5	2.0	3.360	5.960	0.000 0.120
ELECTRIC PWR LINEMAN				ALL	32.450	37.800	1.5	1.5	2.0	4.310	7.640	0.000 0.160
ELECTRICIAN				ALL	32.650	34.650	1.5	1.5	2.0	6.600	5.830	0.000 0.750
ELEVATOR CONSTRUCTOR				BLD	35.655	40.110	2.0	2.0	2.0	5.775	2.880	2.140 0.000
FENCE ERECTOR				ALL	22.540	23.790	1.5	1.5	2.0	5.500	5.020	0.000 0.000
GLAZIER				BLD	27.800	28.800	1.5	2.0	2.0	4.540	7.800	0.000 0.200
HT/FROST INSULATOR				BLD	29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000 0.230
IRON WORKER				ALL	32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000 0.270
LABORER				ALL	28.000	28.750	1.5	1.5	2.0	3.580	2.970	0.000 0.170
LATHER				BLD	33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000 0.440
MACHINIST				BLD	31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200 0.000
MARBLE FINISHERS				ALL	23.000	0.000	1.5	1.5	2.0	3.600	3.800	0.000 0.240
MARBLE MASON				BLD	26.780	28.280	1.5	1.5	2.0	4.300	6.600	0.000 0.230
MILLWRIGHT				ALL	33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000 0.440
OPERATING ENGINEER				BLD 1	35.700	39.700	2.0	2.0	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				BLD 2	34.400	39.700	2.0	2.0	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				BLD 3	31.850	39.700	2.0	2.0	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				BLD 4	30.100	39.700	2.0	2.0	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				FLT 1	38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700 0.000
OPERATING ENGINEER				FLT 2	36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700 0.000
OPERATING ENGINEER				FLT 3	32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700 0.000
OPERATING ENGINEER				FLT 4	27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700 0.000
OPERATING ENGINEER				HWY 1	33.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				HWY 2	33.350	37.900	1.5	1.5	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				HWY 3	31.300	37.900	1.5	1.5	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				HWY 4	29.900	37.900	1.5	1.5	2.0	5.700	4.500	1.800 0.550
OPERATING ENGINEER				HWY 5	28.700	37.900	1.5	1.5	2.0	5.700	4.500	1.800 0.550
ORNAMNTL IRON WORKER				ALL	29.850	31.350	2.0	2.0	2.0	4.900	7.620	0.000 0.000
PAINTER				ALL	29.850	33.580	1.5	1.5	1.5	4.300	4.300	0.000 0.340
PAINTER SIGNS				BLD	25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000 0.000
PILEDRIIVER				ALL	33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000 0.440
PIPEFITTER				BLD	33.560	35.560	1.5	1.5	2.0	4.470	5.100	0.000 0.000
PLASTERER				BLD	29.090	30.090	1.5	1.5	2.0	4.000	5.100	0.000 0.400
PLUMBER				BLD	35.000	37.000	1.5	1.5	2.0	4.500	2.990	0.000 0.000
ROOFER				BLD	30.850	32.850	1.5	1.5	2.0	4.120	2.460	0.000 0.320
SHEETMETAL WORKER				BLD	30.730	33.190	1.5	1.5	2.0	4.310	6.790	0.000 0.490
SIGN HANGER				BLD	22.530	23.380	1.5	1.5	2.0	3.730	1.890	0.440 0.000
SPRINKLER FITTER				BLD	33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000 0.450
STEEL ERECTOR				ALL	32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000 0.270
STONE MASON				BLD	30.150	32.150	1.5	1.5	2.0	4.550	5.080	0.000 0.120
TERRAZZO FINISHER				BLD	23.240	0.000	1.5	1.5	2.0	4.500	5.630	0.000 0.170
TERRAZZO MASON				BLD	27.500	29.000	2.0	1.5	2.0	4.500	6.350	0.000 0.160
TILE MASON				BLD	29.130	31.130	2.0	1.5	2.0	4.250	4.450	0.000 0.400
TRAFFIC SAFETY WRKR				HWY	22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000 0.000
TRUCK DRIVER	E			ALL 1	25.900	26.550	1.5	1.5	2.0	4.000	3.000	0.000 0.000

TRUCK DRIVER	E	ALL	2	26.150	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	E	ALL	3	26.351	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	E	ALL	4	26.550	26.550	1.5	1.5	2.0	4.000	3.000	0.000	0.000
TRUCK DRIVER	W	ALL	1	26.400	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL	2	26.550	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL	3	26.750	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TRUCK DRIVER	W	ALL	4	26.950	26.950	1.5	1.5	2.0	4.050	2.950	0.000	0.000
TUCKPOINTER	BLD			30.850	31.850	1.5	1.5	2.0	3.760	4.900	0.000	0.390

#### Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement

Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEAMsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat



Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,

Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engine; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**DU PAGE WATER COMMISSION****RESOLUTION NO. R-21-03****A RESOLUTION APPROVING CERTAIN  
CONTRACT CHANGE ORDER AT THE  
JUNE 12, 2003 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Order set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby is approved because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contract was signed, the Change Order is germane to the original contract as signed and/or the Change Order is in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## Exhibit 1

### Resolution R-21-03

1. Change Order No. 29: Contract TSW-3 (Southwest Transmission Main) for no change in cost
2. Change Order No. 39: Contract TW-2 (West Transmission Main) in the amount of \$40,960.45
3. Change Order No. 40: Contract TW-2 (West Transmission Main) in the amount of \$13,429.96

Total amount of the Change Order is \$54,390.41.

**DuPAGE WATER COMMISSION****RESOLUTION NO. R-22-03****A RESOLUTION APPROVING, RATIFYING, AND ACCEPTING  
THE APPOINTMENT OF COMMISSIONER JANICIK AS CLERK  
OF THE COMMISSION AND THE APPOINTMENT OF COMMISSIONER  
CHAPLIN AS TREASURER OF THE COMMISSION**

WHEREAS, pursuant to the By-Laws of the Commission, the Chairman may appoint the Clerk and Treasurer of the Commission with the advice and consent of the other Commissioners;

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

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

SECTION TWO: The appointment of Commissioner Janicik as Clerk of the Commission shall be and it hereby is ratified, affirmed, approved, and accepted.

SECTION THREE: The appointment of Commissioner Chaplin as Treasurer of the Commission shall be and it hereby is ratified, affirmed, approved, and accepted.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board/Resolutions/R-22-03.doc

**DU PAGE WATER COMMISSION****RESOLUTION NO. R-23-03****A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE ILLINOIS DEPARTMENT OF STATE POLICE AND  
THE DU PAGE WATER COMMISSION  
FOR COMMUNICATION SYSTEM ACCESS**

WHEREAS, the DuPage Water Commission (the "Commission") has previously entered into Intergovernmental Agreements with the Illinois Department of State Police for communication system access as authorized by Resolution Nos. R-18-96, R-31-99 and R-45-01, respectively; and

WHEREAS, the present Intergovernmental Agreement ended on June 30, 2003; and

WHEREAS, the Commission desires to continue to access the Illinois Department of State Police owned and operated 800 MHz radio system for the Commission's radio communication needs; and

WHEREAS, the Illinois Department of State Police proposes to enter into a new Intergovernmental Agreement for such service, maintaining the rate of \$22.50 per unit per month for the current service configuration; and

WHEREAS, the Commission has received reliable radio communication using the Illinois Department of State Police 800 MHz radio system; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has found and determined that it is in the best interest of the Commission that an Intergovernmental Agreement with the Illinois Department of

State Police for such access be approved and that the execution of such an Intergovernmental Agreement be authorized;

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: An Intergovernmental Agreement by and between the Illinois Department of State Police and the DuPage Water Commission, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved with such changes and revisions as may be deemed necessary or desirable by the General Manager of the Commission; the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Intergovernmental Agreement, in substantially the form attached hereto as Exhibit 1 or with such changes and revisions as may be deemed necessary or desirable by the General Manager of the Commission.

SECTION FOUR: Upon execution by the General Manager, the Intergovernmental Agreement, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Resolution shall be in full force and effect from and after its adoption by a vote of two-thirds of the Commissioners present.

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



Exhibit 1

**INTERGOVERNMENTAL AGREEMENT**  
**between the**  
**Illinois State Police**  
**and the**  
**DuPage Water Commission**

This intergovernmental agreement is entered into between the Illinois State Police (hereinafter referred to as the ISP) and the DuPage Water Commission, a body corporate and politic (hereinafter referred to as the Commission); governmental agencies desiring to enter into agreement for the ISP to provide communications system access to the Commission through the facilities of the Illinois State Police, specifically the ISP owned and operated 800 MHz radio system. This agreement supersedes the previous agreement for services between the parties initiated in 1999.

**AUTHORITY:**

This agreement is entered into by the parties pursuant to the provisions of the Civil Administrative Code of Illinois (20ILCS 2605 55a et. seq.), Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.).

**TERMS:**

This agreement shall commence on July 1, 2003, and end on June 30, 2005. The agreement may be renewed upon mutual consent of both parties in writing. This agreement shall be consistent with the state of Illinois fiscal year. Fiscal accounting will occur as of June 30 of each year the agreement is in place.

**1. Participation**

- 1.1. Commencement Date: Participation under the terms expressed in this agreement commences on July 1, 2003, with the signed agreement of all parties involved.
- 1.2. Term: Participation shall continue until June 30, 2005, or such time as either the ISP or Commission withdraws from the terms of the agreement negotiated between participants.
- 1.3. Withdrawal: Participants may elect to withdraw from further participation. The withdrawal shall be effective 180 days after the postmark on the Notice of Termination sent by registered or certified mail to the chief executive officer of the non-withdrawing participating entity.
- 1.4. Adequate Appropriation: All obligations of the Illinois State Police and the state of Illinois, including any payments required by this agreement, are conditional upon sufficient appropriation of funds by the Illinois General Assembly.

**2. Equipment and Standards**

- 2.1. The Commission shall be responsible for purchasing and utilizing equipment compatible with the ISP 800 MHz radio system.
- 2.2. ISP reserves the right to approve or disapprove the final selection and utilization of the above-referenced equipment.
- 2.3. Upon procurement of appropriate radio equipment by the Commission, ISP will act as the agent for radio configuration and programming.

**3. Services Offered**

**3.1. Services Offered by ISP**

- 3.1.1. Access to a shared 800 MHz talk group.
- 3.1.2. Access to one private talk group.
- 3.1.3. Programming of radio equipment as required (see 2.3. and 3.2.2.).
- 3.1.4. ISP will perform a system audit of the Commission user activity at the request of the Commission for a fee to be determined on a case-by-case basis.

**3.2. Compensation to be provided by the Commission**

- 3.2.1. No monthly, per-unit compensation is required for utilization of the single "shared" talk group.
- 3.2.2. A monthly access fee of \$22.50 per activated unit will be paid by the Commission. These fees are to be paid monthly upon receipt of an itemized bill provided by ISP.
- 3.2.3. Activation, de-activation, or programming changes required to units of the Commission will be completed by the ISP for a fee of \$20 per unit per occurrence.
- 3.2.4. During the term of this agreement, the Commission agrees to pay \$22.50 per month for each the Commission unit accessing the system, plus charges defined in 3.2.6. or incurred by reason of 3.2.5. or 3.1.4., and any rate change permitted by 3.2.7.

- 3.2.5. A one percent service charge shall be applied against all late payments for each month payment is overdue.
- 3.2.6. Training on system use is available to the Commission for a fee of \$500 for a one-day training session. Class size is limited to 45 participants. Cost for additional training is \$500 per day per training session; class size limitations apply. A pro-rated cost may be offered when attended by users of multiple entities.
- 3.2.7. ISP reserves the right to annually review the rates delineated within this agreement and revise the rate structure as required to maintain consistency with charges applied to other entities within the same service classification as the Commission. ISP will notify the Commission by December 1 of any increase to charges to become effective the following July 1.

### 3.3. Terms of Service

- 3.3.1. The Commission agrees to abide by FCC and other applicable rules and standards regulating the use of public safety communications.
- 3.3.2. The Commission acknowledges that priority status on the system is delegated to public safety entities. Therefore temporary service interruptions due to system queuing may be experienced during periods of system saturation due to priority traffic.

## 4. Grievances

For the purpose of this agreement, a grievance is defined as any difference, complaint, or dispute between the parties involved relating to the communications access provided to the Commission by the ISP. Grievance resolution shall be made in accordance with the following steps:

- 4.1. The ISP communications center supervisor and the Commission supervisor will attempt to arrive at a mutually acceptable solution.
- 4.2. Should the Commission supervisor and the ISP communications center supervisor not be able to come to resolution, the grievance will be forwarded to the Commission's management and to the Assistant Bureau Chief in charge of radio network services for the Illinois State Police, Communications Services Bureau by the respective supervisors.

- 4.3. The Commission management and ISP command will work together to determine a solution for the grievance. Should no solution be agreed upon, the grievance will be forwarded to the Bureau Chief for the ISP Communications Services Bureau and the next line supervisor or designee of the Commission for resolution.
- 4.4. At any grievance level short of the Bureau Chief, Communications Services Bureau, documentation of the solution must be prepared and signed by both participants.

**5. Interruption of Service**

ISP assumes no liability for any damages caused by an interruption or suspension of services which prohibits the Commission from receiving or sending communications via ISP equipment or communications system. Further, ISP will not assume liability for any degradation of the Commission service during a period of interruption or suspension due to radio equipment failure.

**6. Civil Liability**

The Commission hereby agrees to indemnify and hold harmless the state of Illinois, the Illinois State Police, any Illinois State Police employee, agent, or contractor from any and all claims and litigation alleging damage to property, personal injuries, death, or other legal claim resulting from the activities undertaken by the Illinois State Police under the terms of this agreement.

**7. Limited Responsibility**

- 7.1. Under the terms of this agreement, ISP does not assume responsibility for dispatching ISP or the Commission personnel in response to calls or requests for assistance directed to the Commission.
- 7.2. Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to the ISP and the Commission for review and resolution.
  - 7.2.1. Review and resolution shall follow the same procedure specified under the "Grievances" portion of this agreement. Resolution should begin with first line supervision unless unusual circumstances prevail.
  - 7.2.2. Documentation of the examination of the complaint must be prepared and signed by each agency's representative involved in determining resolution of the complaint.



**8. A Public Contract**

The participants agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. The participants agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory or administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

**9. Certifications and Disclosures**

VENDOR certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

**Non-discrimination--Federal Requirements.** VENDOR, its employees, and subcontractors agree to comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and rules (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition of receiving this contract, the VENDOR certifies that services, programs, and activities provided under this contract are and will continue to be in compliance with the ADA.

**(5 ILCS 385/3) Default on Repayment of Educational Loan.** No State agency shall contract with an individual for goods or services if that individual is in default on an educational loan. [A partnership shall be considered barred if any partner is in default on an educational loan].

**(30 ILCS 105/15a) Early Retirement.** VENDOR certifies he/she has informed the Director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. VENDOR acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

**(30 ILCS 500/50-5) Bribery.**

a) No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the state of Illinois or any other state

in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

b) No business shall be barred from contracting with any unit of state or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

c) For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

**(30 ILCS 500/50-10) Felony Conviction.** Unless otherwise provided, no person or business entity convicted of a felony shall do business with the state of Illinois or any state agency from the date of conviction until five years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

**(30 ILCS 500/50-13) Interest of State Employee, Spouse, and Minor Children.**

a) Prohibition. It is unlawful for any person holding an elective office in this state, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60 percent of the salary of the Governor of the State of Illinois [\$90,420], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the state of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7½ percent of the total distributable income or (ii) an amount in excess of the salary of the Governor [\$150,700], to have or acquire any such contract or direct pecuniary interest therein.

- c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15 percent, in the aggregate, of the total distributable income or (ii) an amount in excess of two times the salary of the Governor [\$301,400], to have or acquire any such contract or direct pecuniary interest therein.
- d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the state of Illinois.
- e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child, or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- f) Exceptions.
  - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
  - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a state officer or employee or his or her spouse, and any school district, public community college district, the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, or Northeastern Illinois University.
  - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive state officer or employee or of a member of the General Assembly.
  - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a state officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.



(5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the Department of Children and Family Services, the Department of Human Services, the Department of Public Aid, the Department of Public Health, or the Department on Aging.

g) Penalty. A person convicted of a violation of this Section is guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

**(30 ILCS 500/50-25) Inducements.** Any person who offers or pays any money or valuable thing to any person to induce him or her not to bid on a state contract is guilty of a Class 4 felony. Any person who accepts money or other valuable thing for not bidding on a state contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

**(30 ILCS 500/50-30) Revolving Door Prohibition.** Chief procurement officers, associate procurement officers, state purchasing officers, their designees whose principal duties are directly related to state procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two years after terminating an affected position from engaging in any procurement activity relating to the agency most recently employing them in an affected position for a period of at least six months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999.

**(30 ILCS 500/50-40) Reporting Anticompetitive Practices.** When, for any reason, any vendor, bidder, contractor, or designee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Illinois Attorney General and the chief procurement officer. This includes reporting any chief procurement officer, state purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process **(30 ILCS 500/50-45)**, or any current or former elected or appointed state official or state employee who knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person **(30 ILCS 500/50-50)**.

**(30 ILCS 580) Drug Free Workplace.** No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that grantee or contractor will provide a drug

free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance may have a contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years. **CONTRACTOR/GRANTEE:** For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b) Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug violations.
- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subsection (a)(3) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**INDIVIDUALS:** If VENDOR is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. This requirement applies to contracts of more than \$5,000.

**(30 ILCS 582) International Anti-boycott.** Every contract entered into by the state of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding \$10,000 shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**(720 ILCS 5/33E-3) Bid Rigging.** A person commits the offense of bid rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of state or local government. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code.

**(720 ILCS 5/33E-4) Bid Rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over



time (which, for the purposes of this Section, shall include at least three contract bids within a period of ten years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of state or local government. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**(775 ILCS 5/2-105) Equal Employment Opportunities -- Affirmative Action/Sexual Harassment.** Every party to a public contract and every eligible bidder shall:

- a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b) Comply with the procedures and requirements of the Department's [Illinois Department of Human Rights] regulations concerning equal employment opportunities and affirmative action; [The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.]
- c) Provide such information, with respect to its employees and applicants for employment; and
- d) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the VENDOR's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the [Illinois Human Rights] Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request. [Out of state vendors may utilize the VENDOR's state's equivalent of the Department and Commission.]

**(775 ILCS 25/2) Discriminatory Club Dues.** No private organization which sells goods or services to the State pursuant to the Illinois Procurement Code, nor any private organization which receives any award or grant from the State, nor any public body may pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminating club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs, and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy.

**(30 ILCS 500/20-65) AUDIT/RETENTION OF RECORDS:** VENDOR and its subcontractors shall maintain books and records related to performance of this CONTRACT or subcontract and necessary to support amounts charged to the State in accordance with applicable law, terms and conditions of this CONTRACT, and generally accepted accounting practice. VENDOR shall maintain these books and records for a minimum of three (3) years after the completion of the CONTRACT, final payment, or completion of any CONTRACT audit or litigation, whichever is later. All books and records shall be available for review or audit by the AGENCY, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to VENDOR or subcontractor, the AGENCY shall adjust future or final payments otherwise due. If no payments are due and owing to VENDOR, or if the overpayment exceeds the amount otherwise due, VENDOR shall immediately refund all amounts which may be due to the AGENCY. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the AGENCY for the recovery of any funds paid by the AGENCY under the CONTRACT for which adequate books and records are not available to support the purported disbursement.

**Year 2000 Compliance Warranty:** VENDOR makes this "Year 2000" warranty for itself and its subcontractors and agents:

a) VENDOR represents and warrants that: (i) all products delivered under this CONTRACT (the "Products") are "Year 2000 Compliant," which means that all of the technology forming part of, or utilized in, or associated with, the Products (including, but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system), and (ii) the services provided under this CONTRACT ("Services") are "Year 2000 Compliant," which means that all of the technology used by VENDOR and by any of its suppliers, subcontractors, service providers or business partners in providing the Services, or in facilitating the provision of the Services (including, but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system) will accurately receive, retrieve, process, provide, and output

date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000.

b) The State may, at any time, require VENDOR to demonstrate and give assurance that it has adopted and implemented procedures necessary to ensure the Products and Services comply with this Year 2000 warranty.

c) VENDOR's warranty is separate and distinct from any other warranty specified in this CONTRACT, and is not subject to any disclaimer of warranty or limitation of VENDOR'S liability which is specified in this CONTRACT, its exhibits, attachments, schedules, or any document incorporated in this CONTRACT by reference. Nothing in this Year 2000 warranty shall be construed to limit any rights or remedies, whether in law or in equity, which the State otherwise has or may have under this CONTRACT.

d) VENDOR shall not be excused from performing because of a "Y2K" problem with any of VENDOR's equipment, hardware, firmware or software or that of any of VENDOR's subcontractors.

e) In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach. In the event that VENDOR fails to cure such breach, the State shall be entitled to seek any and all remedies available to it under this CONTRACT in law or in equity.

**BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of AGENCY'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

This information is submitted on behalf of: **DuPage Water Commission**

Official authorized to sign on behalf of vendor:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

**Name of VENDOR (and DBA):** Show the official business name used to file Illinois and United States taxes using the SSN or EIN shown below. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: "Official EIN Name" d.b.a. "Name Of Contracting Entity"

Name (official EIN name): Illinois State Police

d.b.a. \_\_\_\_\_

**Taxpayer Identification Number:** If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the EIN.)

Social Security Number \_\_\_\_\_ or

Employer Identification Number: E9987-7090-03

**Legal Status** (check one):

\_\_\_\_ Individual

\_\_\_\_ Nonresident Alien

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Tax Exempt/Hospital/Extended Care Facility

\_\_\_\_ Partnership/Legal Corporation

\_\_\_\_ Pharmacy/Funeral Home/Cemetery Corporation

\_\_\_\_ Corporation

\_\_\_\_ Medical Corporation

X Government

\_\_\_\_ Pharmacy (non-corporate)

\_\_\_\_ Estate or Trust

Official authorized to sign on behalf of vendor:

Name (printed): Larry G. Trent

Title: Director

Signature

*Larry G. Trent*

Date

*5/21/03*



## **DISCLOSURES**

### **FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified below (30 ILCS 500/50-35 a,b,h).

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract. Submit this information along with your offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure (include proxy if referenced in 10K) in satisfaction of the disclosure requirements set forth in both Sections 1 and 2. Section 3 must be completed by all VENDORS.

#### **Section 1: Disclosure of Financial Interest in the VENDOR**

- a) If any individuals have one of the following financial interests in the VENDOR (or its parent), please mark each that apply and show their name and address. Then complete Section 2 and 3. If no individual has the stated interest, mark the first blank, skip Section 2, but complete Section 3.

No individuals have the following interests	( )
Ownership exceeding 5%	( )
Ownership value exceeding \$90,420.00	( )
Distributive Income Share exceeding 5%	( )
Distributive Income Share exceeding \$90,420.00	( )

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

Address: \_\_\_\_\_

- b) For each individual named above, show the type of ownership/distributable income share:

sole proprietorship \_\_\_\_\_ stock \_\_\_\_\_ partnership \_\_\_\_\_  
other (explain) \_\_\_\_\_

- c) For each individual named above, show the dollar value or proportionate share of the ownership interest in the VENDOR (or its parent) as follows:



If the proportionate share of the named individual(s) in the ownership of the VENDOR (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,420.00 or less, check here (\_\_\_\_).

If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$90,420.00, show either:

The percent of ownership \_\_\_\_\_ %, or

The value of the ownership interest \$ \_\_\_\_\_

**Section 2: Disclosure of Potential Conflicts of Interest.** For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 2. Attach additional pages as necessary).

a. State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the VENDOR's contract. Identify contracts with the VENDOR in Section "3"].

Yes \_\_\_\_ No \_\_\_\_

b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes \_\_\_\_ No \_\_\_\_

c. Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes \_\_\_\_ No \_\_\_\_

d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_ No \_\_\_\_

e. Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes \_\_\_\_ No \_\_\_\_

f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_ No \_\_\_\_

g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes \_\_\_\_ No \_\_\_\_

h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_\_ No \_\_\_\_

i. Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_ No \_\_\_\_

j. Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_\_ No \_\_\_\_

- a. **VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.**
- b. **VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.**

This information is submitted on behalf of: **DuPage Water Commission**

Official authorized to sign on behalf of vendor:

Name (printed) \_\_\_\_\_

Title\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**10. Records**

The parties to this agreement shall maintain, for a minimum of five years after the completion of this agreement, adequate books, records and supporting documents to verify the funds available for payment under this agreement, the funds actually issued and/or received by each party, receipts and records concerning the uses and/or deposits of all disbursements passing in conjunction with this agreement. These documents shall be available for review and audit by the Auditor General. All parties agree to cooperate fully with any audit conducted by the Auditor General and provide full access to relevant materials.

**11. Agreement**

The parties hereto have caused this INTERGOVERNMENTAL agreement to be executed on this day and year as set forth below.

DuPage Water Commission

Illinois State Police

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

By: 

Larry G. Trent

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

Title: Director

Date: \_\_\_\_\_

Date: 5/21/03

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-24-03

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDER(S) UNDER A MASTER ENGINEERING  
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.  
AT THE JUNE 12, 2003, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, 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 Agreement"); and

WHEREAS, the Master Agreement sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Engineers will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Order(s) to be approved by the Commission and the Engineers; and

WHEREAS, the Engineers have approved the Task Order(s) attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Order(s)");

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 Order(s) 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 Order(s) were not reasonably foreseeable at the time the Master Agreement was signed, the Task Order(s) are germane to the Master Agreement as signed, and/or the Task Order(s) 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 \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Resolution No. R-24-03

EXHIBIT 1

**TASK ORDER NO. 15**

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree as follows:

**1. Specific Project Data:**

- A. Title of the Project: Contract TW-3
- B. Description and Scope of the Project:

Design, Outside Support and Construction Services in connection with a single construction contract for approximately 56,000 lineal feet of 48" Transmission Main, connecting the Commission's existing TW-2 West Transmission Main at St. Charles Road and Fair Oaks Road with the Commission's existing North Transmission Main at Tank Site No. 1.

**2. Services of Engineer:**

- A. Basic Services:
  - 1) Design Services  
Paragraphs I(a) through and including I(k) of Exhibit I to the Agreement.
  - 2) Outside Support Services  
Paragraphs II(a) through and including II(e) of Exhibit I to the Agreement.
  - 3) Construction Services  
Paragraphs III(a) through and including III(r) of Exhibit 1 to the Agreement.
- B. Additional Services:

As requested by the Commission in writing.

- 3. Approximate Design Period:** 2003-2004
- 4. Approximate Construction Period:** 2004-2006 (1000 days)



**5. Indirect Costs Factor:**

No Change

**6. Not-to Exceed Costs:**

Not-to-exceed cost for Design Services: \$1,279,000

Not-to-exceed cost for Construction Services: \$1,887,000\*

Not-to-exceed cost for Outside Support Services: \$ 787,000

\* Subject to not more than 1100 calendar days between the bid date and the date of approval by the Commission of final payment under the contract.

**7. Other Modifications of Agreement:**

None

**8. Attachments:**

None

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

The Effective Date of this Task Order is June 12, 2003.

DUPAGE WATER COMMISSION

BY: \_\_\_\_\_  
James J. Holzwart  
General Manager

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Edward J. Nawrocki

Title: Manager of Maintenance and Construction

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

E-mail Address: nawrocki@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

ALVORD, BURDICK & HOWSON, L.L.C.

BY: \_\_\_\_\_  
Donald E. Eckmann  
Partner

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Donald E. Eckmann

Title: Partner

Address: 20 North Wacker Drive, Suite 1401, Chicago, Illinois 60606

E-mail Address: deckmann@abhengineers.com

Phone: (312) 236-9147

Fax: (312) 236-0692

CHI1 #216313 v3

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-May-03 TO 05-Jun-03

ACPA0306  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

06/12/03

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
A.N.S.I., Inc.	38451	05/16/03	Window Washing DPPS: May 2003	WF-6622	WR	210.00	210.00
Acres Group, Inc.	12004	05/30/03	Landscape Maintenance	WF-6622	WR	292.00	
Acres Group, Inc.	12113	05/31/03	Provide and Install Annual Flowers at DWC	WF-6622	WR	910.00	
Acres Group, Inc.	12114	05/31/03	Remove and Replace Crabapple Tree at DWC	WF-6622	WR	438.00	
Acres Group, Inc.	11368	06/01/03	Landscape Mgmt Serv: June 2003	WF-6622	WR	4,373.80	6,013.80
Advantage Trailers & Hitches	23384	05/27/03	Repairs to Towmaster Trailer	WF-6641	WR	842.90	842.90
Aerex Pest Control	588818	05/22/03	Exterminator - Service Building: May 2003	WF-6622	WR	45.00	
Aerex Pest Control	588841	05/22/03	Exterminator - Pump & Motor Rooms: May 2003	WF-6622	WR	45.00	
Aerex Pest Control	589624	05/22/03	Exterminator - DPPS: May 2003	WF-6622	WR	48.00	138.00
Alvord, Burdick & Howson	70	05/31/03	Naperville Rd. to Diehl Rd.: 04/25/03-05/24/03	WF-7913	ST	10,312.33	
Alvord, Burdick & Howson	70	05/31/03	Butterfield Rd. to Prairie Path: 04/25/03-05/24/03	WF-7913	ST	18,882.04	
Alvord, Burdick & Howson	242	05/30/03	Butterfield to 75th St:04/25/03-05/24/03	WF-7913	ST	2,683.01	
Alvord, Burdick & Howson	242	05/30/03	72" Transmission Main Cath. Protect: 04/25/03-05/24/03	WF-7913	ST	1,097.70	
Alvord, Burdick & Howson	2003-167	05/30/03	Gen. Eng. Consulting Task Order #14: 04/25/03-05/24/03	WF-6389	WR	3,120.00	
Alvord, Burdick & Howson	2003-168	05/30/03	Cost Benefit Analysis - TW-3: 04/25/03-05/24/03	WF-7913	ST	9,759.20	
Alvord, Burdick & Howson	2003-169	05/30/03	72" Along Rt. 83 (TIB-1) Task Order # 11: 04/25/03-05/24/03	WF-7913	ST	84,195.12	
Alvord, Burdick & Howson	2003-170	05/30/03	Blow-Off Valve Improvement Tsk Odr. #9: 04/25/03-05/24/03	WF-6389	WR	19,696.31	
Alvord, Burdick & Howson	98 OT	05/30/03	Butterfield Rd. to Prairie Path - TW-2: 04/25/03-05/24/03	WF-7913	ST	481.22	150,226.93
AT&T	6308340100	04/25/03	Long Dist. Serv. DPPS: 03/25/03-04/25/03	WF-6514	WR	601.83	
AT&T	6308340100	05/25/03	Long Dist. Serv. DPPS: 04/25/03-05/25/03	WF-6514	WR	386.84	988.67
AT&T Wireless Service - Chicago	150038750	04/28/03	Cellular Phone Serv.: 03/27/03-04/26/03	WF-6514	WR	195.78	
AT&T Wireless Service - Chicago	150038750	05/28/03	Cellular Phone Serv.: 04/27/03-05/26/03	WF-6514	WR	195.64	391.42
Avalon Petroleum Company	374022	05/08/03	Gasoline	WF-6642	WR	1,470.50	1,470.50
Berland's House of Tools	323640	05/16/03	Pipeline Supplies	WF-6637	WR	36.75	36.75
Cardmember Services (First USA Bank)	311806002462	05/02/03	Gasoline	WF-6642	WR	27.00	
Cardmember Services (First USA Bank)	311806002462	05/02/03	TW-2 Valve Test	WF-7913	ST	835.00	
Cardmember Services (First USA Bank)	311806002470	05/02/03	Replenish I-PASS: M-63636	WF-6131	WR	40.00	
Cardmember Services (First USA Bank)	311806002470	05/02/03	Administrative Expense	WF-6590	WR	2.95	904.95

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ACPA0306  
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
CDW Government, Inc.	IH77746	04/28/03	Office Equipment Repairs	WF-6550	WR	80.49	80.49
Chicago Tribune	378991001	05/12/03	Budget Legal Notice	WF-6258	WR	380.65	
Chicago Tribune	378991002	05/20/03	Employment Advertisement: Assistant Water Operator	WF-6191	WR	1,445.00	1,825.65
Chicago, City of: Dept. of Water	Ltr.	05/21/03	Outside Contractors Maint. & Repairs : 11/13/02-04/30/03	WF-6611	WR	26,804.80	26,804.80
Chicago, City of: Dept. of Water	Ltr.	05/19/03	Operation Costs Lex. Sta.:04/01/03-04/30/03	WF-6611	WR	36,153.41	36,153.41
Chicago, City of: Dept. of Water	Ltr.	05/06/03	Electric Service: 03/03/03-04/03/03	WF-6611	WR	67,105.33	
Chicago, City of: Dept. of Water	Ltr.	05/22/03	Electric Service: 04/03/03-04/30/03	WF-6611	WR	65,569.66	132,674.99
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	06/02/03	Water Supply: 05/01/03-05/31/03	WF-1910	WR	(663,111.65)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	06/02/03	Water Supply: 05/01/03-05/31/03	WF-6611	WR	3,315,558.27	2,652,446.62
Choice Coffee Co.	108875	05/23/03	Coffee	WF-6521	WR	121.65	121.65
Cintas First Aid & Safety	343163825	05/27/03	First Aid Supplies	WF-6622	WR	80.35	80.35
CLC Lubricants Co.	109068	05/02/03	Drum Deposit	WF-1552	WR	(50.00)	
CLC Lubricants Co.	109068	05/02/03	Pumping Operations	WF-6621	WR	643.50	593.50

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Commonwealth Edison	Various	05/31/03	CP Stations: 04/14/03-05/29/03	WF-6612	WR	150.44	
Commonwealth Edison	Various	05/31/03	Meter Sta. Serv. : 04/02/03-05/31/03	WF-6612	WR	4,453.40	
Commonwealth Edison	Various	05/31/03	Remote Opr. Valve: 03/31/03-05/30/03	WF-6612	WR	760.30	
Commonwealth Edison	Various	05/31/03	Tank Site Serv: 04/15/03-05/30/03	WF-6612	WR	2,240.92	7,605.06
Constellation NewEnergy, Inc.	0297187001	05/16/03	DPPS Electric Service: 03/26/03-04/24/03	WF-6612	WR	71,851.61	
Constellation NewEnergy, Inc.	0297187001	05/15/03	DPPS Electric Service: 02/25/03-03/26/03	WF-6612	WR	16,905.09	
Constellation NewEnergy, Inc.	0297187001	05/29/03	DPPS Electric Service: 04/24/03-05/23/03	WF-6612	WR	101,522.05	
Constellation NewEnergy, Inc.	0297187001	06/02/03	DPPS Electric Service: 04/24/03-05/23/03 Correction	WF-6612	WR	25,704.48	215,983.23
CTE Engineers, Inc.	44140396.3000-7	05/08/03	Engineering Services - MS-15: 03/29/03-04/25/03	WF-7914	ST	926.94	
CTE Engineers, Inc.	44140599.1000-3	05/08/03	Eng. Serv. - Vulnerability Assessment: 03/29/03-04/25/03	WF-6389	WR	8,090.74	
CTE Engineers, Inc.	44140599.1000-3	05/08/03	Eng. Serv. - Vulnerability Assessment: 03/29/03-04/25/03	WF-1398	WR	8,090.74	
CTE Engineers, Inc.	44140599.1000-3	05/08/03	Eng. Serv. - Vulnerability Assessment: 03/29/03-04/25/03	WF-5900	WR	(8,090.74)	9,017.68
Electric Machinery Company, Inc.	C5163-75	05/05/03	Pumping Operations	WF-6621	WR	71.06	71.06
Elmhurst Memorial Hospital	12205	04/28/03	Pre-Employment Physical: R. Sanchez	WF-6191	WR	85.00	85.00
Elmhurst Plaza Standard Inc.	24164	05/09/03	Vehicle Maintenance: M-78556	WF-6641	WR	449.70	
Elmhurst Plaza Standard, Inc.	11555	05/28/03	Gasoline	WF-6642	WR	25.48	475.18
Equipment Watch		05/01/03	Rental Rate Blue Book	WF-6540	WR	2,209.00	2,209.00
Exito	377098001	05/29/03	Employment Advertisement: Assistant Water Operator	WF-6191	WR	120.00	120.00
Federal Express Corp.	4-681-85555	05/15/03	Messenger Service	WF-6532	WR	1,002.09	
Federal Express Corp.	4-728-67624	05/28/03	Messenger Service	WF-6532	WR	77.00	1,079.09

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Flowserve FSD Corporation	M656684	05/20/03	Seal Rebuilding Kits	WF-6621	WR	3,295.50	
Flowserve FSD Corporation	M656686	05/20/03	Seal Rebuilding Kits	WF-6621	WR	3,278.27	
Flowserve FSD Corporation	M657244	05/22/03	Seal Repairs	WF-6621	WR	568.00	
Flowserve FSD Corporation	M657772	05/23/03	Seal Repairs	WF-6621	WR	568.00	7,709.77
Glenbard Electric Supply, Inc.	1031921-04	05/19/03	Maintenance Supplies	WF-6622	WR	25.00	
Glenbard Electric Supply, Inc.	1031921-5001	05/09/03	Maintenance Supplies	WF-6622	WR	87.87	
Glenbard Electric Supply, Inc.	1032815-01	05/30/03	Meter Station Maintenance	WF-6633	WR	32.64	
Glenbard Electric Supply, Inc.	1032931-01	05/30/03	Maintenance Supplies	WF-6622	WR	43.51	189.02
Gross Automation	705	05/13/03	Meter Station Maintenance	WF-6633	WR	169.59	169.59
Hach Company	3461506	05/27/03	Water Testing	WF-6614	WR	2,307.27	2,307.27
Hewlett-Packard Company	33965625	05/20/03	Hard Drive	WF-6951	WR	235.00	235.00
Holland & Knight	Ltr.	05/30/03	Legal Services: April 2003	WF-7951	ST	981.40	
Holland & Knight	Ltr.	05/30/03	Legal Services: April 2003	WF-6251	WR	31,525.81	32,507.21
Home Depot	8031022	05/19/03	Pumping Operations	WF-6621	WR	68.19	
Home Depot	Various	05/30/03	Maintenance Supplies	WF-6622	WR	142.91	
Home Depot	Various	05/30/03	Meter Station Maintenance	WF-6633	WR	133.14	
Home Depot	5140527	05/22/03	Supplies for Truck	WF-6641	WR	58.32	402.56
HSQ Technology	5449	04/29/03	SCADA Support Service: 04/01/03-04/30/03	WF-6624	WR	450.00	450.00
Illinois Association of Chiefs of Police		05/13/03	Symposium on Criminal Background Checks	WF-6133	WR	10.00	10.00
Illinois Environmental Protection Agency	PFD3-2324	05/27/03	Inner Belt Transmission Main Permit - TIB-1	WF-7972	ST	600.00	600.00
Illinois Paper Company	34379-000	05/30/03	Office Supplies	WF-6521	WR	600.00	600.00
Illinois Public Risk Fund		05/14/03	Workers Compensation Insurance: 06/15/03-09/15/03	WF-6415	WR	11,703.00	11,703.00
Inekad Drafting & Design, Inc.	5-19-03	05/19/03	Drafting Drawings in Autocad	WF-6389	WR	783.75	783.75
J.U.L.I.E.	04-03-0413	05/01/03	Utility Locates: April 2003	WF-6634	WR	5,468.40	5,468.40

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Kar Products	9000574484	05/21/03	Maintenance Supplies	WF-6622	WR	319.77	319.77
King, Gary A., County Clerk of DuPage County	R03-037	05/06/03	Audit Confirmation Fee	WF-6399	WR	2.00	2.00
LaBarge, Inc.	C1352	04/25/03	Corrosion Telemetry: 03/25/03-04/22/03	WF-6514	WR	134.40	
LaBarge, Inc.	C1379	05/24/03	Corrosion Telemetry: 04/22/03-05/21/03	WF-6514	WR	186.64	321.04
Lanac Technology	200304069	04/30/03	Computer Consulting Services	WF-6389	WR	247.50	
Lanac Technology	R10062	05/23/03	Payroll System Maintenance	WF-6550	WR	832.50	1,080.00
Lesman Instrument Company	1/449870	05/13/03	Meter Station Maintenance	WF-6633	WR	335.26	335.26
Maxcor Inc.	1	06/03/03	Tank Washing, Painting, Repairs: Partial Invoice No. 1	WF-6633	WR	46,724.98 (a)	
Maxcor Inc.	1	06/03/03	Tank Washing, Painting, Repairs: Partial Invoice No. 1	WF-3520	WR	(4,672.50) (a)	42,052.48
McGladrey & Pullen, LLP	M-1462219-260	04/29/03	Audit - FY03	WF-6310	WR	2,000.00	2,000.00
McMaster-Carr Supply Company	70490148	05/02/03	Maintenance Supplies	WF-6622	WR	129.22	
McMaster-Carr Supply Company	71021351	05/14/03	Meter Station Maintenance	WF-6633	WR	976.34	
McMaster-Carr Supply Company	71083668	05/15/03	Meter Station Maintenance	WF-6633	WR	1,156.82	
McMaster-Carr Supply Company	71141726	05/16/03	Maintenance Supplies	WF-6622	WR	268.12	2,530.50
Mel's Ace Hardware	Various	05/31/03	Maintenance Supplies: May 2003	WF-6622	WR	73.74	
Mel's Ace Hardware	01101940 76	05/15/03	Office Supplies	WF-6641	WR	18.56	92.30
Menards - Hillside	30660	05/16/03	Maintenance Supplies	WF-6622	WR	12.83	
Menards - Hillside	32248	05/23/03	Maintenance Supplies	WF-6622	WR	11.04	
Menards - Hillside	33553	05/28/03	Maintenance Supplies	WF-6622	WR	7.48	31.35
Metro Graphx Inc.	030512-003	05/19/03	Office Supplies	WF-6521	WR	279.30	
Metro Graphx Inc.	030512-004	05/19/03	Office Supplies	WF-6521	WR	224.70	504.00
Microwave Data Systems Inc.	8976817	05/12/03	SCADA/Instrumentation	WF-6624	WR	529.45	529.45
MidAmerica Dynamics Inc.	3136	06/02/03	Calibrate Vibration System	WF-6621	WR	2,251.51	2,251.51

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Naperville, City of	Various	05/31/03	Meter Sta. Service: 03/24/03-05/15/03	WF-6612	WR	1,285.62	1,285.62
National City Bank of Indiana		05/06/03	Safekeeping Fees: April 2003	WF-6233	WR	896.30	896.30
Nawrocki, Edward		05/13/03	Car Rental: TW-2 Valve Test	WF-3530	ST	103.45	103.45
Newark InOne	7684813	05/07/03	SCADA/Instrumentation	WF-6624	WR	60.76	
Newark InOne	7759978	05/22/03	Meter Station Maintenance	WF-6633	WR	221.49	282.25
Nextel Communications	648652511	05/13/03	Cellular Phone Serv.: 04/09/03-05/08/03	WF-6514	WR	58.39	58.39
NICOR	2-38-82-32429	05/29/03	DPPS Service: 04/14/03-05/22/03	WF-6513	WR	760.40	760.40
Oakfield Ford	360324	05/22/03	Vehicle Maintenance: M-127481	WF-6641	WR	488.95	488.95
Peters & Associates	18436	05/30/03	Computer Network Services	WF-6389	WR	2,000.00	2,000.00
Quill	1239484	05/02/03	Office Supplies	WF-6521	WR	73.01	73.01
Red Wing Shoe Store	450017183	04/30/03	Safety Shoes: C. Bostick	WF-6626	WR	160.00	
Red Wing Shoe Store	450019736	05/14/03	Safety Shoes: W. Wegner	WF-6636	WR	108.00	
Red Wing Shoe Store	450021071	05/21/03	Safety Shoes: R. Sanchez	WF-6636	WR	208.00	
Red Wing Shoe Store	450021071	05/21/03	Safety Shoes: F. Griffin	WF-6626	WR	122.95	
Red Wing Shoe Stores	450114358	05/29/03	Safety Shoes: M. Becton	WF-6626	WR	108.00	706.95
Reliable Office Supplies	YKY59200	05/05/03	Office Supplies	WF-6521	WR	71.99	71.99
Rossi Contractors, Inc.	BOV-1	05/31/03	Cont. BOV-1: Partial Invoice No. 10	WF-6631	WR	259,553.31 (a)	
Rossi Contractors, Inc.	BOV-1	05/31/03	Cont. BOV-1: Partial Invoice No. 10	WF-3520	WR	(25,955.33) (a)	
Rossi Contractors, Inc.	BOV-1	05/31/03	Cont. BOV-1: Partial Invoice No. 10	WF-3530	WR	(1,470.00) (a)	232,127.98
Rossi Contractors, Inc.	TW-2	05/30/03	Cont. TW-2: Partial Invoice No. 32	WF-7500	ST	229,601.02 (a)	
Rossi Contractors, Inc.	TW-2	05/30/03	Cont. TW-2: Partial Invoice No. 32	WF-6631	WR	10,870.89 (a)	
Rossi Contractors, Inc.	TW-2	05/30/03	Cont. TW-2: Partial Invoice No. 32	WF-3520	ST	(12,023.59) (a)	
Rossi Contractors, Inc.	TW-2	05/30/03	Cont. TW-2: Partial Invoice No. 32	WF-3530	ST	(720.00) (a)	227,728.32
Royal Office Products	Various	05/30/03	Office Supplies: May 2003	WF-6521	WR	454.12	



DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-May-03 TO 05-Jun-03

ACPA0306  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

06/12/03

Funding Sources: WR = Water Rates; ST = Sales Tax

- a - Subject to submission of all contractually required documentation.  
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.  
c - Construction items are coded with account numbers in the 7000 series.  
d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Royal Office Products	Various	05/30/03	Office Supplies: Credit - May 2003	WF-6521	WR	(71.50)	382.62
SBC	6308940725	05/04/03	Tank Site #1: 05/04/03-06/03/03	WF-6514	WR	20.31	
SBC	6308340100	04/22/03	Service DPPS: 04/22/03-05/21/03	WF-6514	WR	584.89	
SBC	6308340100	05/22/03	Service DPPS: 05/22/03-06/21/03	WF-6514	WR	603.53	
SBC	708Z096241	05/16/03	Backup Telemetry Serv: 05/16/03-06/15/03	WF-6514	WR	706.04	1,914.77
SBC Ameritech	2220004	05/01/03	Pager Service: 05/01/03-05/31/03	WF-6514	WR	156.07	
SBC Ameritech	2220004	06/01/03	Pager Service: 06/01/03-06/30/03	WF-6514	WR	200.02	356.09
Seeco Consultants, Inc.	11001	05/29/03	Material Testing - TW-2: 04/16/03-05/15/03	WF-7962	ST	1,142.00 (a)	
Seeco Consultants, Inc.	11026	05/30/03	Geotechnical Services 72" Main: May 2003, Contract TIB-1	WF-7962	ST	28,975.30 (a)	30,117.30
Shell Credit Card Center	92218825305	05/11/03	Gasoline	WF-6642	WR	38.27	38.27
Sooper Lube	24213	04/08/03	Vehicle Maintenance - Credit: M-63638 - May 2003	WF-6641	WR	(3.00)	
Sooper Lube	Various	05/30/03	Vehicle Maintenance: May 2003	WF-6641	WR	187.80	184.80
Specialty Mat Service	198651	05/05/03	Floor Mat Service: 05/05/03	WF-6622	WR	57.25	
Specialty Mat Service	200351	05/19/03	Floor Mat Service: 05/19/03	WF-6622	WR	57.25	114.50
SPI Energy Group		05/01/03	Renegotiation of Power Supply Contract: 03/01/03-04/30/03	WF-6389	WR	2,511.25	
SPI Energy Group		05/30/03	Renegotiation of Power Supply Contract: 05/01/03-05/29/03	WF-6389	WR	256.25	2,767.50
Stonkus Hydraulic, Inc.	30234	05/20/03	Packing Kit for Parco Cone Valve	WF-6622	WR	501.75	501.75
Tank Industry Consultants	15462	05/16/03	Conslt. Serv. for Wtr Strg Tanks Painting: 05/02/03-05/10/03	WF-6633	WR	930.01	
Tank Industry Consultants	15486	05/23/03	Conslt. Serv. for Wtr Strg Tanks Painting: 05/11/03-05/17/03	WF-6633	WR	2,347.75	
Tank Industry Consultants	15519	05/30/03	Conslt. Serv. for Wtr Strg Tanks Painting: 05/18/03-05/24/03	WF-6633	WR	3,190.75	6,468.51
TelSpan	42112	04/30/03	TeleConferencing: R. Benson Mtg. Of 4/10/03	WF-6514	WR	82.03	82.03
ThyssenKrupp Elevator Company	282321	06/01/03	Elevator Maintenance: 06/01/03-06/30/03	WF-6395	WR	203.94	203.94
Total Facility Maintenance, Inc.	112196	05/13/03	Janitorial Supplies	WF-6622	WR	397.62	
Total Facility Maintenance, Inc.	112218	06/01/03	DPPS Cleaning Services: June 2003	WF-6622	WR	1,925.83	
Total Facility Maintenance, Inc.	112281	05/21/03	DPPS Cleaning Services: March - May 2003, Rate Increase	WF-6622	WR	148.84	

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 03-May-03 TO 05-Jun-03

ACPA0306  
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Total Facility Maintenance, Inc.	112309	06/02/03	Stripped and Refinished Tile Floor at DPPS	WF-6622	WR	1,077.36	3,549.65
Transcat, Inc.	732408	04/18/03	SCADA/Instrumentation	WF-6624	WR	1,126.85	
Transcat, Inc.	735684	05/05/03	SCADA/Instrumentation: Return	WF-6624	WR	(945.25)	181.60
Tree Towns Repro Service	S120696	05/19/03	General Drafting Supplies	WF-6621	WR	27.35	27.35
United Illumination, Inc.		06/04/03	Probe High Water Cutoff	WF-6622	WR	163.82	163.82
United Radio Communications	9049100	05/16/03	Portable Radio	WF-6624	WR	102.50	102.50
Verizon Wireless	Various	05/30/03	Cellular Phone Serv.: May 2003	WF-6514	WR	323.30	323.30
Waste Management North	1730012-2008-1	06/01/03	Refuse Disposal	WF-6622	WR	145.35	145.35
Westchester Lock & Key Service, Inc.	33357	05/15/03	Lock Master Pro Series Padlocks	WF-6622	WR	775.00	775.00
Total Accounts Payable							3,878,820.17