



DuPage Water Commission

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

AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, FEBRUARY 13, 2003
7:30 P.M.**

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

- I. Roll Call
- II. Public Comments
- III. Approval of Minutes
 - Regular Meeting of January 9, 2003
- IV. Treasurer's Report – January 2003
- V. Committee Reports
 - A. Administration Committee
 - 1. Report of 2/13/03 Meeting
 - B. Engineering & Construction Committee
 - 1. Report of 2/13/03 Meeting
 - 2. Preliminary Discussion Regarding Service to Units (Batavia, Geneva, North Aurora, St. Charles & Bartlett)
 - C. Finance Committee
 - 1. Report of 2/13/03 Meeting
- VI. Chairman's Report
- VII. Omnibus Vote
 - A. Ordinance O-1-03: Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2002 Tax Levy for

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.

\$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission

- B. Resolution R-2-03: A Resolution Approving a First Amendment to Task Order No. 5 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.
- C. Resolution R-3-03: A Resolution Approving Certain Contract Change Orders at the February 13, 2003 DuPage Water Commission Meeting
- D. Resolution R-4-03: A Resolution Awarding the Janitorial Service Contract
- E. Resolution R-5-03: A Resolution Approving and Authorizing the Execution of a Professional Service Agreement Between DuPage Water Commission and Consoer Townsend Envirodyne Engineers, Inc. for a Vulnerability Assessment and Emergency Response Plan

VIII. Old Business

- Summary of Action Taken Since Previous Meeting

IX. New Business

- A. Purchase Order No. 7334
- B. Purchase Order No. 7335

X. Accounts Payable

XI. Public Comments

XII. Executive Session

XIII. Adjournment

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON THURSDAY, JANUARY 9, 2003
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:32 P.M.

Commissioners in attendance: E. Chaplin, B. Krajewski, W. Mueller, N. Pollock, A. Poole, J. Tenison, 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).

PUBLIC COMMENTS – No public comments

Commissioner Mueller moved to approve the Minutes of the December 12, 2002 meeting of the DuPage Water Commission. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mueller moved to approve the Minutes of the December 12, 2002 Executive Session 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 December 2002 showed receipts of \$7,180,801.70, disbursements of \$3,235,714.04 and a cash and investment balance of \$199,912,353.12.

Commissioner Tolentino moved to accept the December 2002 Treasurer's Report. Seconded by Commissioner Pollock and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Thorn

Although the Administration Committee did not have a quorum, Commissioners Chaplin and Thorn reviewed the items on their agenda. Commissioners Chaplin and Thorn discussed the Commission's pension plan. It was the consensus of the Commissioners

Minutes of the 1/9/03 Meeting

that the matter of alternative pension programs similar to municipal retirement plan be reviewed.

Commissioners Chaplin and Thorn also discussed the implementation of a special connection/impact fee and material provide by the General Manager enumerating goals and objectives that can be used by the Commission in evaluating wage and bonus considerations.

Commissioner Janicik joined the Commission meeting by teleconference at 7:40 P.M.

Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee reviewed change orders in the amount of \$31,207.63 and recommended approval of Resolution R-1-03 during the Omnibus Vote Agenda.

The Engineering Committee reviewed progress payments in the amount of \$1,034,174.09 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee reviewed final payments in the total amount of \$48,011.39 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee recommended approval of the draft Five Year Capital Improvement Plan with the exceptions noted in the Committee of the Whole meeting.

The Engineering Committee continued its discussion regarding service to Batavia, Geneva and North Aurora. Because Alvord, Burdick & Howson is compiling this data as part of its system wide hydraulic study, it was reported that the hydraulic data associated with serving Batavia, Geneva and North Aurora would be available at the February meeting.

Finance Committee – Report by Commissioner Poole

The Finance Committee reviewed the Five-Year Capital Plan, Treasurer's Report, the December financial statements and the Accounts Payable.

The Finance Committee also reviewed the terrorism insurance coverage being offered under the Terrorism Risk Insurance Act. In addition to accepting the terrorism insurance coverage being offered at no additional charge, the Committee recommended purchasing the additional \$97.5 million of terrorism coverage for above ground property but not purchasing the additional \$20 million of terrorism insurance for underground facilities.

Commissioner Tenison moved to purchase an additional \$97.5 million of terrorism insurance for above ground property from Allianz Insurance Company at an additional

Minutes of the 1/9/03 Meeting

premium of \$51,141.59. Seconded by Commissioner Janicik and unanimously approved by a Roll Call Vote.

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

Nays: None

The Finance Committee reported it would monitor the financial condition of the Commission's Liability Insurance Carrier, Kemper Insurance Company, because it had been downgraded by A.M. Best from "Excellent" to "Very Good."

The Finance Committee also reported it will be meeting on January 15, 2003, at 3:00 P.M. Beside reviewing the Commission's overall financial condition, the proposals received for financial advisor services will be reviewed and the expansion of services under the proposals will be considered to include not only the evaluation of revenue bond refunding options but also revenue and general obligation bond redemption options, investment brokers, and insurance options.

OMNIBUS AGENDA

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

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

Nays: None

Item 1. Resolution R-1-03: A Resolution Approving Certain Contract Change Orders at the January 9, 2003 DuPage Water Commission Meeting – "Omnibus Vote"

OLD BUSINESS

NEW BUSINESS

Commissioner Tenison moved to approve the draft Five Year Capital Improvement Plan with the following exceptions:

1. The average charter customer water rate would increase by \$0.05 per 1,000 gallons per year beginning in fiscal year 2004-05.
2. Perform an engineering study regarding proposed Contract TW-3, specifically evaluating the need for and other alternatives to this project.

Minutes of the 1/9/03 Meeting

3. Accelerate the construction of the 30 million gallon reservoir project.
4. Eliminate the taste and odor project, but retain the structural attributes for the taste and odor facilities within the 30 million gallon reservoir project.
5. Accelerate the construction of the storage building and yard.
6. Include a footnote to the effect that funds are available in the emergency reserve for C-factor corrective action.
7. Include a footnote to the effect that the hydraulic analysis reflected in the plan was based upon the original design C-factors and not the present C-factors.

Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

ACCOUNTS PAYABLE

Commissioner Thorn moved to approve the Accounts Payable in the revised amount of \$3,696,477.71, subject to submission of all contractually required documentation.
Seconded by Commissioner Janicik and unanimously approved by a Roll Call Vote:

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

Nays: None

PUBLIC COMMENTS

A resident of unincorporated Downers Grove inquired as to the status of the intergovernmental agreement concerning the provision of Lake Michigan water to the Downers Grove Gardens, Belmont Park and North Belmont Park areas affected by contamination.

Commissioner Chaplin moved to adjourn the meeting at 8:10 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	3,986,296.24	41,819,405.38
SALES TAXES	2,514,580.90	23,558,665.79
INVESTMENT INCOME	154,271.02	4,145,740.53
OTHER INCOME	0.00	1,008,404.52
TOTAL REVENUE	6,655,148.16	70,532,216.22
EXPENSES		
PERSONAL SERVICES	278,411.63	1,794,690.11
PROFESSIONAL SERVICES	2,918.65	240,553.85
CONTRACTUAL SERVICES	1,859.94	170,018.64
INSURANCE	51,141.59	659,300.59
ADMINISTRATIVE COSTS	12,086.32	77,054.90
WATER SUPPLY COSTS	2,780,407.53	29,293,604.63
BOND PRINCIPAL & INTEREST	0.00	19,967,982.50
LAND AND RIGHT OF WAY	0.00	3,495.00
CAPITAL OUTLAY	22,475.00	74,494.59
TOTAL OPERATING EXPENSES	3,149,300.66	52,281,194.81
CONSTRUCTION EXPENDITURES	776,821.35	7,010,967.76
TOTAL EXPENSES	3,926,122.01	59,292,162.57
NET FUND TRANSACTIONS	2,729,026.15	11,240,053.65
BEGINNING BALANCE		191,401,325.62
ENDING BALANCE		202,641,379.27
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		11,964.66
CASH AT OAK BROOK BANK LOCK BOX		1,000.00
CASH AT VILLA PARK TRUST & SAVINGS		13,123.37
TOTAL CASH		26,588.03
ILLINOIS FUNDS MONEY MARKET		17,383,026.65
ILLINOIS FUNDS PRIME FUND		16,559,805.85
GOVERNMENT MONEY MARKET FUNDS		542.54
U. S. TREASURY INVESTMENTS		82,043,706.07
U. S. AGENCY INVESTMENTS		61,627,710.13
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		202,614,791.24
TOTAL FUNDS		202,641,379.27

ORDINANCE O-1-03
ORDINANCE OF THE DU PAGE WATER COMMISSION, COUNTIES
OF DU PAGE, COOK AND WILL, ILLINOIS, ABATING THE
2002 TAX LEVY FOR \$93,970,000 GENERAL OBLIGATION
WATER REFUNDING BONDS, SERIES 2001, OF THE COMMISSION

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

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

B. Section 9 of the Bond Ordinance, as amended by the Bond Order dated as of August 23, 2001, sets forth a tax levy for the payment of interest on and principal of the Bonds up to and including March 1, 2004, in the amount of \$13,112,650.00. The taxes so levied constitute a portion of the "Pledged Taxes" as defined in the Bond Ordinance.

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

D. In accordance with the procedures set forth in said Section 13, the Board intends now to abate the levy of Pledged Taxes for the year 2002 (the "2002 Levy").

E. The Commission has on hand and lawfully available the sum of \$13,112,650.00 derived from sales taxes and other lawfully available funds sufficient to provide for payment of interest on and principal of the Bonds due up to and including March 1, 2004.

F. Sufficient funds are available for the purpose of fully abating the 2002 Levy.

Ordinance O-1-03

NOW THEREFORE Be It Ordained by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois as follows:

Section 1. Incorporation of Preambles

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

Section 2. Abatement Declarations

A. The Board hereby declares and determines that the amounts of funds available from lawfully available sources ("Available Funds") to enable the abatement of the 2002 Levy is not less than \$13,112,650.00.

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

C. From the Available Funds, the Treasurer of the Commission is hereby authorized and directed to deposit a sum sufficient to pay the interest on and principal of the Bonds due up to and including March 1, 2004, into the Bond Fund as soon as possible, without further order or direction from the Board; and upon performing each of said acts, the Treasurer shall officially notify the Clerk of the Commission.

D. The entire 2002 Levy in the amount of \$13,112,650.00 is hereby abated.

E. Upon receipt of notification from the Treasurer of deposit into the Bond Fund as hereinabove provided, the Clerk of the Commission is hereby authorized and directed to file a certified copy of this abatement ordinance with the County Clerks of the Counties of DuPage, Cook and Will; and such filing shall constitute full and proper authority for said County Clerks to abate the 2002 Levy.

Ordinance O-1-03

Section 3. County Clerks to Abate

Upon the filing of this abatement ordinance, the County Clerks as aforesaid shall completely abate the 2002 Levy.

Section 4. Superseder and Effective Date

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

AYES:

NAYS:

ABSENT:

ADOPTED:

SIGNED:

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

RECORDED in Commission Records:_____

ATTEST:

Clerk

Board/Ordinance/O-1-03.doc
O-1-03 Certificate

STATE OF ILLINOIS))SS
COUNTY OF DU PAGE)

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.

“Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2002 Tax Levy for \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission”

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the DuPage Water Commission, this ____ day of February 2003.

(SEAL)

DU PAGE WATER COMMISSION

RESOLUTION NO. R-2-03

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 5 UNDER THE MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C

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 Orders to be approved by the Commission and the Engineers; and

WHEREAS, pursuant to Resolution No. R-44-00, the Commission approved Task Order No. 5 to the Master Agreement for the preparation of the annual report map; and

WHEREAS, the Commission and the Engineers desire to amend Task Order No. 5 to the Master Agreement to include additional services and to modify certain not-to-exceed limitations on the cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2003.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 5**

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 to amend, effective as of January 1, 2003, Task Order No. 5 to the Agreement as follows:

1. Specific Project Data

Section 1, entitled "Specific Project Data," shall be, and it hereby is, amended to read as follows:

- A. Title of the Project: Annual Report Map and Exhibits
- B. Description and Scope of the Project: Prepare water system map for annual report and other exhibits as directed.

2. Services of Engineer

Subsection 2A, entitled "Basic Services," shall be, and it hereby is, amended to read as follows:

Preparation of water system map for annual report and other exhibits as directed.

3. Not to Exceed Costs

Section 6, entitled "Not to Exceed Costs," shall be, and it hereby is, amended to read as follows:

Not to exceed cost: \$1,000.00 per assignment

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

DUPAGE WATER COMMISSION

BY: _____
James J. Holzwart
General Manager

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

BY: _____
Donald E. Eckmann
Partner

DU PAGE WATER COMMISSION**RESOLUTION NO. R-3-03****A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER AT THE
FEBRUARY 13, 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-3-03

1. Change Order No. 36: Contract TW-2 (West Transmission Main) in the amount of \$32,981.11

Total amount of the Change Order is \$32,981.11.

DU PAGE WATER COMMISSION**RESOLUTION NO. R-4-03****A RESOLUTION AWARDING THE
JANITORIAL SERVICE CONTRACT**

WHEREAS, proposals for the Janitorial Services Contract were received on February 3, 2003; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Total Facility Maintenance, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Janitorial Services Contract to Total Facility Maintenance, Inc. for the unit prices set forth in it's contract/proposal, subject to submission of all contractually required documentation and such other additional information that may be requested by the Commission in accordance with the Contract Documents that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2003.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-4-03.doc

Janitorial Services 2003 - 2005

	1	2	3	4	5	6	7
	Total Facility Maintenance, Inc. 615 Wheat Lane Wood Dale, IL 60191 (630) 766-8635 Attn: Kelly Ammons	Boye Janitorial Service Inc. 6950 S. Western Ave Chicago, IL 60636 (773) 434-3800 Attn: Tony Adeboyeio	Elite Maintenance 525 Lively Blvd. Elk Grove Village, IL 60007 (847) 758-6100 Attn: Donna Raymond	Jackson Cleaning Service 217 North Austin Chicago, IL 60644 (773) 447-4401 Attn: George Jackson	Twin Cleaning 1685 W. Chalemagne Hoffman Estates, IL 60195 (773) 617-5354 Attn: Taunisha Carpenter	Complete Cleaning 615 Wheat Lane Wood Dale, IL 60191 (630) 766-4464 Attn: Greg Hitzeman	Nationwide Janitorial 657 Executive Dr. Willowbrook, IL 60527 (630) 323-8400 Attn: Yong S. Yang
Item							
Daily, Weekly and Monthly Tasks B.1 through B9	\$27,120.00	\$31,800.00	\$45,744.00	\$42,989.04	\$31,800.00	\$37,200.00	\$48,000.00
Quarterly Tasks B.1 through B9	\$17,400.00	\$12,940.00	\$2,400.00	\$6,600.00	\$22,200.00	\$23,280.00	\$17,600.00
Semi- Annually Tasks B 1	\$800.00	\$250.00	\$1,000.00	\$2,600.00	\$1,260.00	\$1,840.00	\$2,600.00
Semi-Annual Tasks B 2	\$900.00	\$2,000.00	\$2,000.00	\$3,148.64	\$1,400.00	\$1,420.00	\$3,840.00
Total Bid	\$46,220.00	\$46,990.00	\$51,144.00	\$55,337.68	\$56,660.00	\$63,740.00	\$72,040.00
Bid Date: February 3, 2003							

DU PAGE WATER COMMISSION

RESOLUTION NO. R-5-03

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE DU PAGE WATER COMMISSION AND CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC. FOR A VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN

WHEREAS, pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, the DuPage Water Commission (the "Commission") is required to (1) conduct a Vulnerability Assessment (VA); (2) certify and submit a copy of the assessment to the Administrator of the US Environmental Protection Agency (EPA); and (3) prepare or revise an emergency response plan (ERP) to incorporate the results of the vulnerability assessment and certify completion of the plan to the EPA Administrator; and

WHEREAS, there are a limited number of firms that have the expertise in the performance of VAs and preparation of ERPs and the Commission has an ongoing relationship with one of those firms, Consoer Townsend Envirodyne Engineers, Inc.; and

WHEREAS, the Commission therefore desires to obtain, and Consoer Townsend Envirodyne Engineers, Inc. desires to provide, professional engineering services in connection with the performance of the VA and preparation of ERP;

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: A Professional Service Agreement between the DuPage Water Commission and Consoer Townsend Envirodyne Engineers, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Professional Service Agreement approved in accordance with Section Two above; provided, however, that the Professional Service Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Professional Service Agreement executed by Consoer Townsend Envirodyne Engineers, Inc. Upon execution by the General Manager, the Professional Service Agreement, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered into this _____ day of 2003, by and between Consoer Townsend Envirodyne Engineers, Inc., 303 E. Wacker Drive, Chicago, Illinois, 60601, hereinafter referred to as "ENGINEER" and the DuPage Water Commission, 600 E. Butterfield Road, Elmhurst, Illinois 60126, hereinafter referred to as "CLIENT".

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ENGINEER shall perform professional engineering Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit "A" attached hereto.

It is acknowledged and understood by the Client and the Engineer that, by performing the vulnerability assessment described in Exhibit "A", the Engineer cannot, and does not, guarantee that the systems described therein may not suffer damage, sabotage, or other forms of casualty caused by individuals or entities. Rather, the Engineer shall provide the Client with an assessment of reasonable steps and precautions which, if implemented, may provide greater security for the Client's systems and property.

II. ENGINEER's RESPONSIBILITIES

ENGINEER shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of ENGINEER and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ENGINEER as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons that are beyond its control and could not be reasonably anticipated by ENGINEER.
- (c) Perform the Services and all of its components in accordance with the highest professional engineering standards in existence at the time of performance of the Services and in a manner that conforms to the requirements of this Agreement and to the purposes expressed in, or

reasonably inferred from, this Agreement. If during the two year period following the completion of Services, it is shown that there is an error in the Services as a result of ENGINEER's failure to meet these standards, ENGINEER shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT; provided, however that such remedy shall not limit CLIENT's other remedies under this Agreement and as provided by law. Since ENGINEER has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ENGINEER does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

- (a) Provide all criteria and information as to CLIENT'S requirements; obtain all necessary approvals and permits, if any, required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT'S behalf on all matters concerning the Services; provided, however, that ENGINEER understands and acknowledges that CLIENT is a unit of local government and, as such, certain matters may be acted upon only by CLIENT's Board of Commissioners.
- (b) Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services identified in Exhibit A as may be required for the project. ENGINEER shall be entitled to reasonably rely upon all such information, data and the results of such other services supplied by CLIENT or third parties acting on behalf of CLIENT in performing its Services hereunder.

IV. INDEMNIFICATION

To the full extent permitted by applicable law, and without regard to the availability of any insurance, either of CLIENT or ENGINEER, ENGINEER agrees to indemnify, hold harmless and defend CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, attorneys' fees and administrative expenses related thereto) for bodily injury or death of any person or damage to property if and to the extent arising, or alleged to have arisen, from the negligent errors or omissions or willful misconduct of ENGINEER during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ENGINEER shall maintain standard insurance policies as follows:

- (a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ENGINEER's employees who are engaged in the Services, and Employer's Liability not less than Five Hundred Thousand Dollars (\$500,000) each accident;
- (b) Commercial General Bodily Injury and Property Damage Liability and Automobile liability insurance including (owned, non-owned, or hired), each in a combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage liability. This policy includes Contractual Liability coverage. ENGINEER agrees to name CLIENT as Additional Insured on this policy, but only to the extent of ENGINEER's negligence under this Agreement and only to the extent of the insurance limits specified herein.
- (c) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering ENGINEER against all sums which ENGINEER may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

The ENGINEER agrees to provide CLIENT with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder, upon any renewal of such insurance, and annually thereafter if required. Such certificates of insurance shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty (30) days advance notice to the CLIENT in the event of cancellation, material change, or non-renewal. Such insurance shall be written on an "occurrence" basis.

VI. COMPENSATION AND TERMS OF PAYMENTS

The fees to be charged for the Services performed hereunder are set forth in Exhibit A, Item IV, and the estimated manhours to be expended are set forth in Exhibit B.

On or about the first day of each calendar month, the ENGINEER shall submit to CLIENT an invoice supported by one copy each of all payrolls, vendors' invoices, expense reports, and any other documentation necessary to substantiate the invoiced amount. CLIENT shall make prompt monthly payments within 45 days after receipt of ENGINEER'S monthly statements.

In the event CLIENT disputes any invoice item, CLIENT shall give ENGINEER written notice of such disputed item within 10 days after receipt of invoice and shall pay the undisputed portion of the invoice according to the provisions hereof. If CLIENT fails to pay any invoiced and undisputed amount when due, interest will accrue on such unpaid amount at a rate equal to CLIENT's cost of capital from the date due until date paid according to the provision of this Agreement. Interest shall not be charged on any disputed invoice item.

VII. TERMINATION

CLIENT may, with or without cause, terminate this Agreement at any time upon ten (10) days written notice to ENGINEER. In either case, ENGINEER will be paid for all reasonable expenses incurred and fees earned in accordance with this Agreement to the date of the termination and neither party shall be entitled to any other compensation or damages from the other.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations, reports, data, and other instruments of service ("Documents") which ENGINEER prepares and delivers to CLIENT pursuant to this Agreement shall be the property of CLIENT. CLIENT shall have the right to use such Documents solely for the purpose of the construction, operation, protection, security and maintenance of the Facilities. Any other use of the Documents shall be at CLIENT's sole risk without liability or legal exposure to ENGINEER and CLIENT agrees to release, defend and hold ENGINEER harmless from and against all claims or suits asserted against ENGINEER in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ENGINEER. Nothing contained in this paragraph shall be construed as limiting or depriving ENGINEER of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between CLIENT and ENGINEER regarding a difference between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. INDEPENDENT CONTRACTOR

ENGINEER shall be an independent contractor with respect to the Services to be performed hereunder. Neither ENGINEER nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

X. MISCELLANEOUS

- (a) This Agreement with Exhibits constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.
- (b) This Agreement shall be governed by the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- (c) ENGINEER may subcontract any portion of the Services to a subcontractor approved in advance by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. Notwithstanding the above, ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such Services and CLIENT shall look solely to ENGINEER as if the Services were performed by ENGINEER.
- (d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.
- (e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (f) This Agreement gives no rights or benefits to anyone other than CLIENT and ENGINEER and does not create any third party beneficiaries to the Agreement.

- (g) All notices required or permitted to be given under this Agreement shall be in writing to the persons signing this Agreement at their addresses as shown on page 1 of this Agreement, unless changed by notice given, pursuant to this provision. Notices shall be deemed received by the addressee thereof when delivered in person on a business day at the address specified herein, or on the third business day after being deposited in the U.S. Mail, properly addressed, postage prepaid, certified, or registered mail, return receipt requested.
- (h) ENGINEER hereby represents and certifies that ENGINEER is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- (i) ENGINEER shall not assign this Agreement without the prior express written approval of CLIENT. CLIENT may assign this Agreement without the consent of ENGINEER.
- (j) In providing, performing, and completing the Services, ENGINEER shall comply with all applicable statutes, ordinances, rules and regulations. ENGINEER shall also comply with all conditions of any federal, state, or local grant received by CLIENT or ENGINEER with respect to this Agreement or the Services. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- (k) No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by CLIENT, nor any order by CLIENT for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by CLIENT, nor any extension of time granted by CLIENT, nor any delay by CLIENT, in exercising any right under this Agreement, nor any other act or omission of CLIENT shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by ENGINEER; or of any requirement or provision of this Agreement; or of any remedy, power, or right of CLIENT.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CLIENT: DuPage Water Commission

**CONSOER TOWNSEND
ENVIRODYNE ENGINEERS, INC.**

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: Michael H. Winegard, P.E.

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: _____

WITNESSED BY: _____

ATTESTED BY: _____

**DUPAGE WATER COMMISSION VULNERABILITY ASSESSMENT
AND EMERGENCY OPERATIONS PLAN SCOPE OF WORK**

I. Project Description

The DuPage Water Commission desires to develop a vulnerability assessment, evaluate various levels of security enhancements, and develop a plan for implementation of cost-effective security improvements in compliance with the requirements of the U.S. Environmental Protection Agency ("USEPA") and other entities with jurisdiction, if any.

The Commission's primary point of contact for this project is:

Mr. Robert L. Martin, P.E.
Manager of Operations
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Telephone Number: 630-834-0100
Fax Number: 630-834-0120
E-Mail Address: martin@dpwc.org

The Commission's alternate point of contact is:

Mr. Chris Bostick
Project Coordinator
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Telephone Number: 630-834-0100
Fax Number: 630-834-0120
E-Mail Address: bostick@dpwc.org

The DuPage Water Commission (PWS ID # IL0435400) is a unit of local government existing and operating under the State of Illinois Water Commission Act of 1985. The Commission is responsible for the financing, construction, acquisition and operation of a water supply system to serve its customers in DuPage County, Illinois. DuPage County covers an area of approximately 332 square miles.

Water is purchased from and supplied by the City of Chicago and delivered through a 90-inch and 72-inch diameter water transmission mains, located within the County of Cook and operated and maintained by the DuPage

Water Commission. The DuPage Water Commission's main pumping station has nine pumps with a pumping capacity of 185 million gallons per day. The DuPage Pump Station reservoir capacity is 30 million gallons. DuPage Pumping Station is equipped with a SCADA System that monitors the delivery of water supply to 5 standpipes within the distribution system, with a total capacity of 32.5 million gallons, and 75 delivery points to wholesale customers. The wholesale customers include twenty-five (25) municipalities, one federal institution and one public utility with seven (7) service areas, with a combined population of 763,149.

Name of Utility	PWS ID #IL	Service Population
Addison, Village of	0430050	36,654
Argonne National Laboratories		
Bensenville, Village of	0434140	20,703
Bloomington, Village of	0430100	21,885
Carol Stream, Village of	0430200	40,438
Clarendon Hills, Village of	0430250	7,610
Darien, City of	0430270	26,360
Downers Grove, Village of	0430300	48,724
Elmhurst, City of	0430350	42,762
Glen Ellyn, Village of	0430450	26,999
Glendale Heights, Village of	0430400	31,765
Hinsdale, Village of	0434520	18,648
Illinois American Water Company – Arrowhead	0435150	1,666
Illinois American Water Company – Country Club	0435350	995
Illinois American Water Company – DuPage/Lisle	0430552	6,753
Illinois American Water Company – Liberty Ridge East	0437550	418
Illinois American Water Company – Liberty Ridge West	0435650	2909
Illinois American Water Company – Lombard Heights	0435700	612
Illinois American Water Company – Valley View	0437350	6,630
Itasca, Village of	0430500	8,339
Lisle, Village of	0430551	21,419
Lombard, Village of	0430600	42,540
Naperville, City of	0434670	133,276
Oak Brook, Village of	0430700	22,261
Oakbrook Terrace, City of	0430750	2,664
Roselle, Village of	0434820	23,115
Villa Park, Village of	0430800	22,341
Westmont, Village of	0430950	24,607
Wheaton, City of	0431050	55,666

Willowbrook, Village of	0431100	8,967
Winfield, Village of	0431150	8,764
Wood Dale, City of	0431200	13,535
Woodridge, Village of	0431250	33,124
	Total	763,149

II. **Scope of Work**

The USEPA has identified eight elements that are to be considered during the evaluation and development of the vulnerability assessment of a water system. Consoer Townsend Envirodyne (CTE) Engineers, Inc., proposes to utilize the Risk Assessment Methodology for water utilities as developed by the Sandia National Laboratories in partnership with the American Water Works Association Research Foundation (AWWARF) and the Environmental Protection Agency (EPA). In addition to the development of an Emergency Operations Plan, our scope of work addresses each of these eight elements as follows:

A. **Determine Water System Objectives**

The Mission and objectives of the Commission will be identified through various investigative activities, including collection of available data, conducting interviews, and conducting on-site field reviews. Critical functions performed by certain elements within the Commission's system will be recognized and the consequences of losing these functions will be determined. The information compiled during this phase of the project will form the basis for characterizing the existing physical and operational security systems at each of the various facilities.

1. CTE Engineers will collect and review the available information related to the layout of the various facilities, including plans and standard security operating procedures. The data to be collected for review will include the following:
 - a. Site plans for the various facilities such as the connection point with the City of Chicago, the DuPage Pump Station and Reservoir, and the five standpipes. The Commission's staff will collect the data regarding the 75 delivery points with assistance and direction from CTE.
 - b. Process flow diagram of the Commission's System.
 - c. Information relating to any and all existing emergency response or security plans already in place.

- d. Information regarding any security systems, policies and standard operating procedures that are planned but have not yet been implemented.
 - e. Employee, contractor and visitor identification and entry authorization systems utilized, both at the DuPage Water Commission's Pump Station and Reservoir, as well as at the several standpipes and delivery points.
 - f. Vehicle identification and entry authorization systems in use.
 - g. CTE Engineers will compile this data to develop a baseline for current facility protection measures.
2. CTE Engineers will conduct interviews with the following suggested key staff personnel:
- a. DuPage Water Commission
 - 1) General Manager
 - 2) Manager of Water Operations
 - 3) Maintenance Superintendent
 - 4) Project Coordinator
 - 5) Superintendent of Instrumentation

These interviews will be conducted immediately prior to reviewing the respective facilities. The interviews will not be highly structured but are intended to be helpful in focusing the inspections on areas with potentially weak security. They will also provide the opportunity to address any questions and verify information found in the data review process.

Based on the data review and the interviews, each of the various facilities within the system will be assessed for relative importance according to their function. Functions that, if disrupted, would negatively affect the safe delivery of drinking water to the Commission's members will be identified along with the facility element that performs that function.

3. On-site facility reviews will be conducted primarily by DuPage Water Commission personnel at each of the following locations:
- a. Chicago connection point vault

- b. DuPage Water Commission Pump Station and Reservoir
- c. The five standpipes
- d. Representative delivery points
- e. Transmission main system

The information obtained will be recorded on checklists, site plans and schematics. Photographs will be taken to illustrate points to be made in the field reports. CTE Engineers, in general, will review the following site information.

- Existing security systems such as alarms, detection and surveillance equipment in place
- Fire hydrants
- Signage
- Parking facilities at the facilities
- Points of access to the facilities
- Extent of property and terrain at the facilities
- Lighting both normal and emergency
- Perimeter barriers such as fences, walls, buildings, etc.
- Communication equipment
- Traffic circulation, utility routes and access

The primary focus of the on-site reviews will be to identify assets that are vulnerable to disruption and review existing security procedures and physical barriers.

B. Prioritization of Adverse Events/Consequences Affecting the Water System and Surrounding Community

The system will be evaluated to identify areas of vulnerability. The evaluations will look at a range of threats and the potential consequences of system disruption. The anticipated malevolent acts to be considered will include:

- Breach of security at security check points
- Vandalism of data, chemicals, etc.
- Disruption or destruction of power supply, equipment items, operations, etc.
- Utilization of chemicals or power to disrupt operational processes
- Intentional contamination of the finished water.

The above acts will be prioritized based on an assessment of the probability of the occurrence of the act.

C. Definition of how the malevolent acts might be conducted

The following types of vulnerability are considered viable, potential threats to public drinking water systems and will be assessed under this project:

1. Structural vulnerability consists of the ability to disrupt the flow of water to the customers by targeting and subsequently damaging a critical water system component via physical means such as:
 - a. Cyber attacks on the SCADA or other process control systems. Attacks may take the form of physical attacks on remote terminal units, the interception or disruption of communication circuits, etc.
 - b. Aerial attacks by aircraft on storage or pumping facilities.
 - c. Physical damage of facilities by explosives.
 - d. Physical damage of facilities by fire.
 - e. Physical attacks against operations and maintenance staff.
2. Contamination vulnerability consists of the ability to jeopardize the health of water customers via the introduction of toxic agents into the drinking water supply system. Example of these are:
 - a. Chemical and/or biochemical agents
 - b. Microbial agents
 - c. Radioactive agents
 - d. War agents

D. Assessment of the probability of malevolent acts from defined threat sources such as terrorist(s), disgruntled insider, determined vandal, casual vandal, etc.

Each potential disruptive event may have a different likelihood of occurrence. Based on our evaluation of the facilities, an assessment of the probability associated with each type of threat will be developed.

This is important information to be considered while developing security recommendations for protecting critical system components.

E. Systematic site characterization of the water system to include the collection of performance data

The identification of important facilities and assets is accomplished during the investigation phase discussed in element A above. Data collection activities encompass and include the retrieval of documents and the characterization of facilities. Any current physical protection systems, as well as security policies and procedures will be reviewed and documented. Additionally, the history of past performance of the current protection systems, if any, will be established through document reviews and key staff interviews.

F. Approach to the Vulnerability Assessment is “performance-based” which means that it evaluates the risk to the water system based on the effectiveness of the security system against the specific malevolent acts determined in the initial step

CTE Engineers will evaluate the water pumping, transmission and storage facilities to identify areas of man-made vulnerability. In conjunction with the vulnerability assessment, we will evaluate the current level of security, and if required, identify further/additional protective measures to reduce the risk of damage to the infrastructure or the compromising of water quality.

G. The Vulnerability Assessment determines the most critical assets in the water system, details their interrelationships with other assets in the system, identifies the consequences of malevolent acts that could be directed against them, and evaluates the effectiveness of both existing and proposed protection systems

The identification of the critical components of the water system is a key element of the vulnerability assessment. The failure of one or more of these key elements would reduce the Commission’s ability to safely deliver water to its members.

Each facility will be assessed for its relative importance as part of the overall system. Components of each facility considered to be critical will be identified and assessed in relation to the potentially disruptive events. This assessment will include an evaluation of any current security protection and identify potential security improvements to reduce vulnerability.

H. The Vulnerability Assessment identifies a system's vulnerabilities and provides a prioritized plan for security upgrades, modifications of operational procedures, and/or policy changes to mitigate identified risks to critical assets. The assessment also provides a basis for comparing the cost of protection against the risks posed

- CTE Engineers will review the current level of redundancy afforded by the various facilities, identify areas of the system, if any, where damage could appreciably affect water delivery capabilities, and make recommendations for protection against these risks.
- CTE Engineers will rely upon the Commission's staff to identify access points to the transmission mains, which will then be reviewed. Recommendations corresponding to increasing levels of security will be provided and planning level costs estimated.
- CTE Engineers will survey the various components of the SCADA system, identify threats and weaknesses, and recommend measures for mitigating those threats.
- Based on the current protection level afforded to the critical water system components identified in the investigation phase, recommendations for security system improvements and the corresponding cost of implementation will be provided.
- Operations plans and communications systems will be evaluated for effectiveness and positive redundancy, and both internal and external communications procedures will be reviewed. Recommendations will be made for enhancing or improving operations and emergency response plans.
- Recommendations will be provided to reduce the risk of critical information falling into the wrong hands.

I. Emergency Operations Plan

Additionally, the ENGINEER shall develop an Emergency Operations Plan in connection with the CLIENT's facilities, which will provide the groundwork

for emergency procedures and the guidance for preparing for, responding to, and recovering from a disaster, based on the vulnerabilities and impacts of the threats and hazards identified in the vulnerability assessment.

III. Schedule for Completion

CTE Engineers will complete the vulnerability assessment as close to the March 31, 2003, deadline as is physically possible. The Emergency Operations Plan shall be submitted within six months after the Vulnerability Assessment is submitted.

IV. Fee

Our cost estimates to perform the work are outlined in the following Exhibit "B."

The fee for the Vulnerability Assessment shall not exceed \$38,000.

The fee for the Emergency Operations Plan shall not exceed \$77,000.

DUPAGE WATER COMMISSION VULNERABILITY ASSESSMENT
ESTIMATE OF MANHOURS

		<u>Hours</u>		
		<u>CTE</u>	<u>Security</u>	<u>Total</u>
1.	Review DPWC Generated Data i.e. Mission Statement Design Basis Threat, Facility Prioritization, etc.	10	4	14
2.	Review Available Facility Plans	10	--	10
3.	Review Fault Tree & Consequence Assessment Developed by DPWC	10	--	10
4.	Review Site Condition Evaluation Data & Digital Pictures Developed by DPWC	30	16	46
5.	Review SCADA System & Interviews	16	16	32
6.	Perform Physical Protection System Evaluation	30	10	40
7.	Determine System Effectiveness	20	--	20
8.	Determine Risk Reduction Alternatives	24	16	40
9.	Prepare Cost Estimates	24	--	24
10.	Make Recommendations & Conclusions	<u>24</u>	<u>--</u>	<u>24</u>
	TOTAL ENGINEERING FEE = \$38,000	198	62	260

DUPAGE WATER COMMISSION EMERGENCY OPERATIONS PLAN
ESTIMATE OF MANHOURS

		<u>Hours</u>		
		<u>CTE</u>	<u>Security</u>	<u>Total</u>
1.	Data Collection	24	8	32
2.	Workshop	24	8	32
3.	Interviews	16	8	24
4.	On-site Review	48	40	88
5.	Pre-Draft Report Summary	40	8	48
6.	Progress Meeting	60	16	76
7.	Cost Estimates	72	16	88
8.	Draft Report & Presentation	100	16	116
9.	Final Report	<u>80</u>	<u>16</u>	<u>96</u>
TOTAL ENGINEERING FEE = \$77,000		464	136	600



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: January 16, 2003

SUBJECT: Bioterrorism Preparedness and Response Act

Introduction

On June 12, 2002, President Bush signed the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Bioterrorism Preparedness and Response Act) into law (PL 107-188). The Bioterrorism Preparedness and Response Act requires every community water system serving a population of greater than 3,300 persons to (1) conduct a vulnerability assessment (VA); (2) certify and submit a copy of the assessment to the Administrator of the US Environmental Protection Agency (EPA) (within a specified time frame); and (3) prepare or revise an emergency response plan (ERP) to incorporate the results of the vulnerability assessment and certify to the EPA Administrator completion of the plan within 6 months of completing the vulnerability assessment.

Systems serving population of:	Certify and submit VA by:	Certify ERP within 6 months of VA but no later than:
100,000 or greater	March 31, 2003	September 30, 2003
50,000 – 99,999	December 31, 2003	June 30, 2004
3,301 – 49,999	June 30, 2004	December 31, 2004

Sec. 1433 (a)(5) of the Safe Drinking Water Act, as amended by the Bioterrorism Preparedness and Response Act, instructs the EPA to develop protocols to protect the disclosure of submitted vulnerability assessments.

Status

As previously mentioned in the Commission's annual report the Commission staff began the vulnerability assessment process in house even before the adoption of this requirement. Because we had already completed some of the early phases of this work a decision was made to avail our staff of available security training and continue to complete this project in house.

Because of an increased workload and new requirements and schedules being promulgated by the EPA, it has become apparent that we will not be able to complete this process by March 31, 2003 without assistance from one of the select firms in this area that specializes in this type of work.

The Association of Municipal Water Agencies (AMWA) provided the Commission with a list of qualified firms in this area that are assisting utilities to complete this required evaluation. Of the firms listed Consoer Townsend Envirodyne Engineers, Inc. is the only one with an ongoing relationship with the Commission and would not require the Commission to go out for proposals. They also are in the process of providing these services for five communities with service populations in excess of 100,000 people, thus this familiarity should help us meet the March 31 deadline.

Grant

The Commission has applied for a grant from the EPA in the amount of \$115,000 to assist in the preparation of the VA and the ERP. In our discussion with representatives from the EPA they feel the Commission has an excellent chance to receive the grant.

I would, therefore, request approval of Resolution R-5-03.



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: February 7, 2003

SUBJECT: Summary of Action Since Previous Meeting

1. Ordinance O-1-03 notifies the Counties of DuPage, Cook and Will that the Commission will not be collecting property taxes for the 2001 General Obligation Bond payments due on September 1, 2003 and March 1, 2004. This abatement is passed annual at this time.
2. Resolution R-2-03 approves an amendment to Task Order No. 5. Task Order No. 5 authorizes Alvord, Burdick & Howson to prepare the water system map that appears in the Commission's annual report. This amendment will authorize Alvord, Burdick & Howson to prepare miscellaneous exhibits (example: the five year capital improvement plan exhibits for the Committee of the Whole meeting).
3. The Commission opened bids for a two year contract for janitorial services. The Commission received seven proposals. The lowest bidder was Total Facility Maintenance, Inc., which has provided janitorial services for the Commission since 1992. This matter appears on the agenda as Resolution R-4-03.
4. Purchase Order No. 7334, to Electric Machinery, in the amount of \$43,125.00 is for the replacement of the Syncro Pac on the pump motors #2, #3 and #6. The diode wheels in the Syncro Pac have been failing due to age. Staff has been systematically replacing Syncro Pacs on all the pump motors. Because the Syncro Pacs are only available from Electric Machinery it is necessary to suspend the purchasing procedures of the Commission's By-Laws.
5. Purchase Order No. 7335, to Flowserve, in the amount of \$16,267.00 is for one complete set of mechanical seals for a 30 MGD pump, 2 repair kits for Pumps #2 and #3, and 2 spare repair kits for the 15 MGD pumps. Because the mechanical seals and mechanical seal repair kits are only available from Flowserve it is necessary to suspend the purchasing procedures of the Commission's by-laws.

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

TO: ATTN: TERRY TROMBLEY ELECTRIC MACHINERY	SHIP TO: ATTN: TERRY MC GHEE
800 CENTRAL AVE.	ABOVE ADDRESS
MINNEAPOLIS, MN 55413	

CONFIRMING - DO NOT DUPLICATE

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

Please send 2 copies of your invoice

JAMES A. THOLZERS SIGNATURE

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

P.O.		No		7335	
DATE			DATE REQUIRED		
2/13/03			ASAP		
TERMS		NET 45 DAYS			
		TAX EXEMPT			
SHIP VIA		BEST WAY			
FOB					

TO: ATTN JERRY LAZANO FLOWSERVE	SHIP TO: ATTN: TERRY MC GHEE
161 TOWER DRIVE UNIT D	ABOVE ADDRESS
BURR RIDGE, IL 60527	

[illegible]

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

Please send 2 copies of your invoice

JAMES THORNDIKE'S SIGNATURE

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 09-Jan-03 TO 07-Feb-03

ACPA0302 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

02/13/03

- 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)	INVOICE AMOUNT	VENDOR AMOUNT
A.N.S.I., Inc.	35126	01/13/03	Window Washing DPPS: January 2003	WF-6622	298.50	298.50
Aerex Pest Control	578405	12/31/02	Exterminator - Service Building: December 2002	WF-6622	45.00	
Aerex Pest Control	578411	12/31/02	Exterminator - Pipe Gallery: December 2002	WF-6622	45.00	
Aerex Pest Control	578569	12/31/02	Exterminator - DPPS: December 2002	WF-6622	45.00	
Aerex Pest Control	579496	01/23/03	Exterminator - Service Building: January 2003	WF-6622	45.00	
Aerex Pest Control	579505	01/23/03	Exterminator - Pipe Gallery: January 2003	WF-6622	45.00	
Aerex Pest Control	579880	01/23/03	Exterminator - DPPS: January 2003	WF-6622	45.00	270.00
Alvord, Burdick & Howson	66	01/31/03	Naperville Rd. to Diehl Rd.: 12/25/02-01/24/03	WF-7913	9,979.06	
Alvord, Burdick & Howson	66	01/31/03	Diehl Rd. to 75th: 12/25/02-01/24/03	WF-7913	48,108.79	
Alvord, Burdick & Howson	238	01/31/03	Butterfield to 75th St:12/25/02-01/24/03	WF-7913	23.49	
Alvord, Burdick & Howson	238	01/31/03	72" Transmission Main Cath. Protect: 12/25/02-01/24/03	WF-7913	24,075.00	
Alvord, Burdick & Howson	2003-27	01/31/03	Blow-Off Valve Improvement Tsk Odr. #9: 12/25/02-01/24/03	WF-6389	936.00	
Alvord, Burdick & Howson	2003-28	01/31/03	Blow-Off Valve Improvement Tsk Odr. #9: 12/25/02-01/24/03	WF-6389	9,707.13	
Alvord, Burdick & Howson	2003-29	01/31/03	72" Along Rt. 83 (TIB-1) Task Order # 11: 12/25/02-01/24/03	WF-7913	15,075.88	107,905.35
AT&T	6308340100	12/25/02	Long Dist. Serv. DPPS: 11/25/02-12/25/02	WF-6514	149.53	149.53
AT&T Wireless Service - Chicago	150038750	01/28/03	Cellular Phone Serv.: 12/27/02-01/26/03	WF-6514	215.89	215.89
Avalon Petroleum Company	425163	01/15/03	Gasoline	WF-6642	1,412.00	1,412.00
Basic Chemical Solutions, LLC	SI300419	01/03/03	Sodium Hypochlorite	WF-6613	2,402.10	2,402.10
Berland's House of Tools	321979	01/17/03	Repair Power Drill	WF-6622	52.35	52.35
Bullis Lock Co., Inc.	51	01/13/03	Padlocks	WF-6633	547.57	547.57
CDW Government, Inc.	HQ99365	01/27/03	Digital Camera Battery and Case	WF-6952	77.05	
CDW Government, Inc.	HR01517	01/28/03	Sony MVC Digital Camera	WF-6952	635.40	
CDW Government, Inc.	HR30687	01/29/03	Office Supplies	WF-6521	455.56	
CDW Government, Inc.	HR53932	01/29/03	Barcode Printer	WF-6951	493.22	1,661.23

ACPA0302 - ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

02/13/03

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Chicago Suburban Express Inc.	445674	01/06/03	Freight Charges on Maintenance Supplies	WF-6622	31.26	
Chicago Suburban Express Inc.	463403	01/23/03	Freight Charges on Maintenance Supplies	WF-6622	35.96	
Chicago Suburban Express Inc.	463851	01/02/03	Freight Charges on Maintenance Supplies	WF-6622	31.26	
Chicago Suburban Express Inc.	463914	01/03/03	Freight Charges on Maintenance Supplies	WF-6622	64.11	
Chicago Suburban Express Inc.	464582	01/06/03	Freight Charges on Maintenance Supplies	WF-6622	31.26	193.85
Chicago, City of: Dept. of Water	Ltr.	02/03/03	Operation Costs Lex. Sta.:11/01/02-11/30/02	WF-6611	40,529.19	
Chicago, City of: Dept. of Water	Ltr.	02/03/03	Operation Costs Lex. Sta.:12/01/02-12/31/02	WF-6611	44,273.77	84,802.96
Chicago, City of: Dept. of Water	Ltr.	01/06/03	Electric Service: 10/30/02-12/02/02	WF-6611	87,630.88	
Chicago, City of: Dept. of Water	Ltr.	01/14/03	Electric Service: 12/02/02-01/01/03	WF-6611	65,157.25	152,788.13
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	02/03/03	Water Supply: 01/01/03-01/31/03	WF-1910	(610,612.44)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	02/03/03	Water Supply: 01/01/03-01/31/03	WF-6611	3,053,063.00	2,442,450.56
Choice Coffee Co.	108457	01/13/03	Coffee	WF-6521	55.65	
Choice Coffee Co.	108509	01/28/03	Coffee	WF-6521	100.95	156.60
Cintas First Aid & Safety	343142922	01/10/03	First Aid Supplies	WF-6622	102.35	102.35
Commonwealth Edison	Various	01/31/03	CP Stations : 11/23/02-01/31/03	WF-6612	189.36	
Commonwealth Edison	Various	01/31/03	Meter Sta. Serv.: 11/26/02-01/31/03	WF-6612	12,624.73	
Commonwealth Edison	Various	01/31/03	Remote Opr. Valves: 11/25/02-01/31/03	WF-6612	1,130.70	
Commonwealth Edison	Various	01/31/03	Tank Site Serv.: 11/27/02-01/30/03	WF-6612	3,486.04	17,430.83
Constellation NewEnergy, Inc.	0297187001	01/29/03	DPPS Electric Service: 12/23/02-01/27/03	WF-6612	151,239.75	151,239.75
Divane Bros. Electric Co.	11462	12/19/02	Insurance and Bonds - QRE-1/02	WF-6622	2,000.00	2,000.00
Divane Bros. Electric Co.	QRE1-004A	12/19/02	Replace Damaged Conduits and Pull New Wires	WF-6622	18,329.68 a	18,329.68
Eastland Industries, Inc.	31627	01/21/03	EIM Motor: Lexington ROV Repairs	WF-6633	174.00	
Eastland Industries, Inc.	31640	01/23/03	EIM Motor: Lexington ROV Parts	WF-6633	293.00	467.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 09-Jan-03 TO 07-Feb-03

ACPA0302 - ACPATEMP
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Elmhurst Chevrolet	151094	01/10/03	Vehicle Maintenance: M-78556	WF-6641	181.91	181.91
Elmhurst Memorial Hospital		12/31/02	Annual Employee Physicals	WF-6191	242.00	
Elmhurst Memorial Hospital		12/27/02	Annual Employee Physicals	WF-6191	4,733.00	
Elmhurst Memorial Hospital		01/29/03	Annual Employee Physicals	WF-6191	292.00	5,267.00
Elmhurst Motors, Inc.	N3423	01/23/03	2003 Ford Crown Victoria	WF-6961	22,475.00	22,475.00
Elmhurst Plaza Standard	23589	01/07/03	Vehicle Maintenance: M-78556	WF-6641	290.35	290.35
Englewood	315951	01/31/03	Meter Station Maintenance	WF-6633	108.66	108.66
Federal Express Corp.	4-533-41936	01/22/03	Messenger Service	WF-6532	778.81	778.81
First USA Bank, NA	311806002454	01/03/03	2003 ISAWWA Annual Conference - Martin, McGhee, Salz	WF-6133	450.00	
First USA Bank, NA	311806002470	01/28/03	I-Pass Statement Fee	WF-6131	24.00	
First USA Bank, NA	311806002470	01/28/03	Employee Holiday Luncheon	WF-6590	562.00	
First USA Bank, NA	311806002470	01/28/03	Employee Holiday Luncheon	WF-1398	500.00	1,536.00
Gallagher, AJ Risk Mgmt Svcs PR	169428	01/14/03	Commercial Property - Terrorism Coverage	WF-1551	25,921.08	
Gallagher, AJ Risk Mgmt Svcs PR	169428	01/14/03	Commercial Property - Terrorism Coverage	WF-6421	25,220.51	51,141.59
Glenbard Electric Supply, Inc.	1029903-01	01/10/03	Maintenance Supplies	WF-6622	127.98	
Glenbard Electric Supply, Inc.	1030161-01	01/24/03	Meter Station Maintenance	WF-6633	126.57	254.55
Grainger	001-873937-5	01/22/03	Maintenance Supplies	WF-6622	546.47	
Grainger	970-720853-5	01/20/03	Maintenance Supplies	WF-6622	30.14	576.61
Hayes Plumbing	MS-14	01/23/03	Cont. MS-14: Partial Invoice No. 13	WF-3520	73,691.50 a	73,691.50

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Holland & Knight		01/22/03	Legal Services: December 2002	WF-7951	1,740.86	
Holland & Knight		01/22/03	Legal Services: December 2002	WF-6251	121,941.56	123,682.42
Home Depot	Various	01/30/03	Maintenance Supplies: January, 2003	WF-6622	417.74	
Home Depot	7391501	01/10/03	1/2" Electric Hammer Drill Rental	WF-6625	16.50	
Home Depot	3022340	12/05/02	Pipeline Supplies	WF-6637	33.21	467.45
HSQ Technology	5292	01/30/03	SCADA Support Service: 01/01/03-01/31/03	WF-6624	450.00	450.00
Illinois Government Finance Officers Association		01/02/03	2003 Membership - R. Skiba, Jr.	WF-6540	200.00	200.00
Illinois Paper Company	586267	01/07/03	Office Supplies	WF-6521	47.46	47.46
Illinois Section AWWA	2083	01/22/03	Water Storage Operations Perspective Teleconference	WF-6132	135.00	135.00
Inekad Drafting & Design, Inc.	2/3/03	02/03/03	AutoCAD Drafting of As-Built Drawings	WF-6389	220.00	220.00
J.U.L.I.E.	12-02-0371	01/02/03	Utility Locates: December 2002	WF-6634	2,136.00	2,136.00
JM Process Systems, Inc.	012203 A	01/22/03	Repair Circuit Boards	WF-6624	225.00	225.00
Kar Products	9000399041	01/23/03	Maintenance Supplies	WF-6622	363.80	363.80
LaBarge, Inc.	C1248	12/28/02	Corrosion Telemetry: 11/18/02-12/19/02	WF-6514	72.15	72.15
LANAC Technology	200212069	12/31/02	Year End Payroll Close	WF-6389	750.00	750.00
McMaster-Carr Supply Company	Various	01/31/03	Lunch Room Remodeling	WF-6622	631.67	
McMaster-Carr Supply Company	Various	01/31/03	Work Shop Remodeling	WF-6622	4,910.30	5,541.97

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Mel's Ace Hardware	01060753 76	01/22/03	Office Supplies	WF-6521	7.38	
Mel's Ace Hardware	Various	01/31/03	Maintenance Supplies: January, 2003	WF-6622	109.15	
Mel's Ace Hardware	01058902 77	01/16/03	J.U.L.I.E. Locating Supplies	WF-6634	50.98	
Mel's Ace Hardware	01053948 76	01/02/03	Pipeline Supplies: January, 2003	WF-6637	115.42	
Mel's Ace Hardware	Various	01/31/03	Vehicle Maintenance: January, 2003	WF-6641	59.38	342.31
Menards - Hillside	Various	01/31/03	Maintenance Supplies: January, 2003	WF-6622	252.07	252.07
MWH Soft, Inc.	0900AM	01/01/03	Annual Renewal: H2ONET Software License	WF-6621	1,000.00	1,000.00
Naperville, City of	63519-124894	01/16/03	Meter Sta. Service: 12/09/02-01/16/03	WF-6612	1,919.56	1,919.56
National Waterworks, Inc.	8980334	01/07/03	Meter Testing	WF-6623	929.82	
National Waterworks, Inc.	9056802	01/10/03	Meter Testing	WF-6623	5,590.70	6,520.52
Nextel	648652511	01/15/03	Cellular Phone Serv.: 12/09/02-01/08/03	WF-6514	64.72	64.72
NICOR	2-38-82-32429	01/17/03	DPPS Service: 12/12/02-01/13/03	WF-6513	3,191.29	3,191.29
Oak Brook Body Tech	1270103	01/27/03	Vehicle Maintenance: M-80328	WF-6641	979.40	979.40
Oakfield Ford	355997	01/14/03	Catalytic Converter Repair: M-63637	WF-6641	1,307.43	
Oakfield Ford	356291	01/22/03	Catalytic Converter Parts: M-63637	WF-6641	101.60	1,409.03
Peters & Associates	17504	01/31/03	Computer Network Services	WF-6380	1,500.00	1,500.00
Primera	13531	01/06/03	Heating System Engineering: 12/01/02-12/31/02	WF-6389	6,644.00	6,644.00
Quill	8172509	01/22/03	Office Supplies	WF-6521	74.12	74.12

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Reliable Office Supplies	PR793600	01/15/03	Office Supplies	WF-6521	87.29	
Reliable Office Supplies	PSL61100	01/20/03	Office Supplies	WF-6521	31.79	
Reliable Office Supplies	PSL61101	01/20/03	Office Supplies	WF-6521	121.71	
Reliable Office Supplies	YC059500	01/02/03	Office Supplies	WF-6521	167.62	408.41
Rosemount Inc.	1959652	01/31/03	Pressure Transmitter	WF-6624	4,708.53	4,708.53
Rossi Contractors, Inc.	20181	01/21/03	Insurance & Bonds - QR-6/02	WF-6631	19,500.00	19,500.00
Rossi Contractors, Inc.	BOV-1	01/28/03	Cont. BOV-1: Partial Invoice No. 6	WF-6631	197,216.17 a	
Rossi Contractors, Inc.	BOV-1	01/28/03	Cont. BOV-1: Partial Invoice No. 6	WF-3520	(19,721.62) a	
Rossi Contractors, Inc.	BOV-1	01/28/03	Cont. BOV-1: Partial Invoice No. 6	WF-3530	(1,050.00) a	176,444.55
Rossi Contractors, Inc.	TW-2	01/24/03	Cont. TW-2: Partial Invoice No. 29	WF-7500	451,942.06 a	
Rossi Contractors, Inc.	TW-2	01/24/03	Cont. TW-2: Partial Invoice No. 29	WF-3520	(22,597.11) a	429,344.95
Royal Graphics Printers	61165	01/06/03	Business Cards - Joe Mox	WF-6521	41.46	41.46
SBC	6308340100	01/22/03	Service DPPS:01/22/03-02/21/03	WF-6514	538.00	
SBC	708Z096241	01/16/03	Backup Telemetry Serv: 01/16/03-02/15/03	WF-6514	882.94	1,420.94
SBC Ameritech	2220004	01/01/03	Pager Service: 01/01/03-01/31/03	WF-6514	149.80	
SBC Ameritech	2220004	02/01/03	Pager Service: 02/01/03-02/28/03	WF-6514	158.75	308.55
Seeco Consultants, Inc.	10743	01/17/03	Material Testing Services - TW-2: 11/16/02-12/15/02	WF-7962	7,870.00 a	7,870.00
Severn Trent Services, Inc.	2002883	01/20/03	C Factor Test	WF-6632	21,700.00	21,700.00
Sooper Lube	Various	01/31/03	Vehicle Maintenance: January, 2003	WF-6641	160.69	160.69
Specialty Mat Service	185210	01/13/03	Floor Mat Service: 01/13/03	WF-6622	57.25	
Specialty Mat Service	186862	01/27/03	Floor Mat Service: 01/27/03	WF-6622	57.25	114.50
TelSpan		01/17/03	TeleConference Call	WF-6514	1.76	1.76

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Thompson Elevator Inspection Service, Inc.	03-88	01/13/03	Semi-Annual Elevator Inspection	WF-6622	50.00	50.00
ThyssenKrupp Elevator Company	148016	02/01/03	Elevator Maintenance: 02/01/03-02/28/03	WF-6395	203.94	203.94
Total Facility Maintenance, Inc.	111476	02/01/03	DPPS Cleaning Services: January 2003	WF-6622	1,867.50	
Total Facility Maintenance, Inc.	111547	01/21/03	Janitorial Supplies	WF-6622	374.00	2,241.50
Total Fire & Safety, Inc.	3453	01/14/03	Fire Extinguisher Annual Inspection	WF-6622	378.00	378.00
Tree Towns Repro Service	661454	01/23/03	Plan Reproductions	WF-6531	15.00	
Tree Towns Repro Service	667233	01/13/03	Mylar Plan Reproductions	WF-6531	15.00	30.00
Triton College		01/24/03	Basic Waterworks Operation: K. Driscoll	WF-6132	350.00	350.00
Triton Electronics, Inc.	5476	01/24/03	Battery Pak for IFR Service Monitor	WF-6624	80.00	80.00
Unique Products & Service Corp.	110544	01/06/03	Maintenance Supplies	WF-6622	974.75	974.75
United Radio Communications	8582100	01/31/03	Portable Radio Repairs	WF-6641	118.50	118.50
United Visual	43086	01/16/03	Equipment Rental for Teleconference	WF-6590	780.00	780.00
US Automation LLC	913	01/14/03	1.5HP Motor, Overload Relay	WF-6633	861.00	
USAutomation LLC	912	01/14/03	EIM Split Actuator Upgrade	WF-6633	7,896.00	
USAutomation LLC	916	01/28/03	Bearing & Bearing Cup	WF-6622	148.00	8,905.00
Verizon Wireless	6305692948	01/29/03	Cellular Phone Serv.: 01/29/03-02/28/03	WF-6514	94.16	
Verizon Wireless	6308462345	01/09/03	Cellular Phone Serv.: 01/09/03-02/08/03	WF-6514	83.92	
Verizon Wireless	6305692945	01/19/03	Cellular Phone Serv.: 01/19/03-02/18/03	WF-6514	66.62	
Verizon Wireless	7087104142	01/12/03	Cellular Phone Serv.: 01/12/03-02/11/03	WF-6514	65.95	310.65

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Viking Office Products	775734	01/22/03	Office Supplies	WF-6521	63.28	
Viking Office Products	807873	01/29/03	Office Supplies	WF-6521	241.41	
Viking Office Products	808072	01/29/03	Office Supplies	WF-6521	14.49	319.18
Wachs, E.H. Company	220207	01/09/03	Repairs to TM-4 Valve Operator	WF-6641	807.61	807.61
Waste Management North	1507185-2008-6	01/01/03	Refuse Disposal	WF-6622	327.62	327.62
Total Accounts Payable						3,977,267.57 =====

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 02/13/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 01/01/03-01/31/03	2,442,450.56	2,442,450.56	61.410%
Rossi Contractors, Inc.	Cont. TW-2: Partial Invoice No. 29	429,344.95	2,871,795.51	72.205%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 6	176,444.55	3,048,240.06	76.642%
Chicago, City of: Dept. of Water	Electric Service: 10/30/02-01/01/03	152,788.13	3,201,028.19	80.483%
Constellation NewEnergy, Inc.	DPPS Electric Service: 12/23/02-01/27/03	151,239.75	3,352,267.94	84.286%
Holland & Knight	Legal Services: December 2002	123,682.42	3,475,950.36	87.395%
Alvord, Burdick & Howson	Engineering Services	107,905.35	3,583,855.71	90.108%
Chicago, City of: Dept. of Water	Operation Costs Lex. Sta.: 11/01/02-12/31/02	84,802.96	3,668,658.67	92.241%
Hayes Plumbing	Cont. MS-14: Partial Invoice No. 13	73,691.50	3,742,350.17	94.093%
Gallagher, AJ Risk Mgmt Svcs PR	Commercial Property - Terrorism Coverage	51,141.59	3,793,491.76	95.379%
Elmhurst Motors, Inc.	2003 Ford Crown Victoria	22,475.00	3,815,966.76	95.944%
Severn Trent Services, Inc.	C Factor Test	21,700.00	3,837,666.76	96.490%
Rossi Contractors, Inc.	Insurance & Bonds - QR-6/02	19,500.00	3,857,166.76	96.980%
Divane Bros. Electric Co.	Replace Damaged Conduits and Pull New Wires	18,329.68	3,875,496.44	97.441%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	17,430.83	3,892,927.27	97.879%

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
02/13/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
USAutomation LLC	Bearing & Cup, 1.5HP Motor, EIM Split Actuator Upgrade	8,905.00	3,901,832.27	98.103%
Seeco Consultants, Inc.	Material Testing Services - TW-2: 11/16/02-12/15/02	7,870.00	3,909,702.27	98.301%
Primera	Heating System Engineering: 12/01/02-12/31/02	6,644.00	3,916,346.27	98.468%
National Waterworks, Inc.	Meter Testing	6,520.52	3,922,866.79	98.632%
McMaster-Carr Supply Company	Lunchroom & Workshop Remodeling	5,541.97	3,928,408.76	98.772%
Elmhurst Memorial Hospital	Annual Employee Physicals	5,267.00	3,933,675.76	98.904%
Rosemount Inc.	Pressure Transmitter	4,708.53	3,938,384.29	99.022%
NICOR	DPPS Service: 12/12/02-01/13/03	3,191.29	3,941,575.58	99.103%
Basic Chemical Solutions, LLC	Sodium Hypochlorite	2,402.10	3,943,977.68	99.163%
Total Facility Maintenance, Inc.	DPPS Cleaning Services: January 2003, Janitorial Supplies	2,241.50	3,946,219.18	99.219%
J.U.L.I.E.	Utility Locates: December 2002	2,136.00	3,948,355.18	99.273%
Divane Bros. Electric Co.	Insurance and Bonds - QRE-1/02	2,000.00	3,950,355.18	99.323%
Naperville, City of	Meter Sta. Service: 12/13/02-01/16/03	1,919.56	3,952,274.74	99.372%
CDW Government, Inc.	Barcode Printer, Off. Sup., Digital Camera, Battery & Case	1,661.23	3,953,935.97	99.413%
First USA Bank, NA	Empl Holiday Luncheon, I-PASS Stmt Fee, ISAWWA Conf.	1,536.00	3,955,471.97	99.452%

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
02/13/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Peters & Associates	Computer Network Services	1,500.00	3,956,971.97	99.490%
SBC	Service DPPS, Backup Telemetry Service	1,420.94	3,958,392.91	99.525%
Avalon Petroleum Company	Gasoline	1,412.00	3,959,804.91	99.561%
Oakfield Ford	Catalytic Converter Repair & Parts: M-63637	1,409.03	3,961,213.94	99.596%
MWH Soft, Inc.	Annual Renewal: H2ONET Software License	1,000.00	3,962,213.94	99.622%
Oak Brook Body Tech	Vehicle Maintenance: M-80328	979.40	3,963,193.34	99.646%
Unique Products & Service Corp.	Maintenance Supplies	974.75	3,964,168.09	99.671%
Wachs, E.H. Company	Repairs to TM-4 Valve Operator	807.61	3,964,975.70	99.691%
United Visual	Equipment Rental for Teleconference	780.00	3,965,755.70	99.711%
Federal Express Corp.	Messenger Service	778.81	3,966,534.51	99.730%
LANAC Technology	Year End Payroll Close	750.00	3,967,284.51	99.749%
Grainger	Maintenance Supplies	576.61	3,967,861.12	99.763%
Bullis Lock Co., Inc.	Padlocks	547.57	3,968,408.69	99.777%
Home Depot	Maintenance Supplies, Pipeline Supplies, Drill Rental	467.45	3,968,876.14	99.789%
Eastland Industries, Inc.	EIM Motor: Lexington ROV Repairs & Parts	467.00	3,969,343.14	99.801%

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
02/13/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
HSQ Technology	SCADA Support Service: 01/01/03-01/31/03	450.00	3,969,793.14	99.812%
Reliable Office Supplies	Office Supplies	408.41	3,970,201.55	99.822%
Total Fire & Safety, Inc.	Fire Extinguisher Annual Inspection	378.00	3,970,579.55	99.832%
Kar Products	Maintenance Supplies	363.80	3,970,943.35	99.841%
Triton College	Basic Waterworks Operation: K. Driscoll	350.00	3,971,293.35	99.850%
Mel's Ace Hardware	Veh Maint; Maint, Locating, Pipeline & Office Supplies	342.31	3,971,635.66	99.858%
Waste Management North	Refuse Disposal	327.62	3,971,963.28	99.867%
Viking Office Products	Office Supplies	319.18	3,972,282.46	99.875%
Verizon Wireless	Cellular Phone Serv.: 01/12/03-02/11/03	310.65	3,972,593.11	99.882%
SBC Ameritech	Pager Service: 01/01/03-02/28/03	308.55	3,972,901.66	99.890%
A.N.S.I., Inc.	Window Washing DPPS: January 2003	298.50	3,973,200.16	99.898%
Elmhurst Plaza Standard	Vehicle Maintenance: M-78556	290.35	3,973,490.51	99.905%
Aerex Pest Control	Exterminator - DPPS: December 2002 - January 2003	270.00	3,973,760.51	99.912%
Glenbard Electric Supply, Inc.	Meter Station Maintenance, Maintenance Supplies	254.55	3,974,015.06	99.918%
Mendards - Hillside	Maintenance Supplies	252.07	3,974,267.13	99.925%

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 02/13/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
JM Process Systems, Inc.	Repair Circuit Boards	225.00	3,974,492.13	99.930%
Inekad Drafting & Design, Inc.	AutoCAD Drafting of As-Built Drawings	220.00	3,974,712.13	99.936%
AT&T Wireless Service - Chicago	Cellular Phone Serv.: 12/27/02-01/26/03	215.89	3,974,928.02	99.941%
ThyssenKrupp Elevator Company	Elevator Maintenance: 02/01/03-02/28/03	203.94	3,975,131.96	99.946%
Illinois Government Finance Officers Association	2003 Membership - R. Skiba, Jr.	200.00	3,975,331.96	99.951%
Chicago Suburban Express Inc.	Freight Charges on Maintenance Supplies	193.85	3,975,525.81	99.956%
Elmhurst Chevrolet	Vehicle Maintenance: M-78556	181.91	3,975,707.72	99.961%
Soooper Lube	Vehicle Maintenance	160.69	3,975,868.41	99.965%
Choice Coffee Co.	Coffee	156.60	3,976,025.01	99.969%
AT&T	Long Dist. Serv. DPPS: 11/25/02-12/25/02	149.53	3,976,174.54	99.973%
Illinois Section AWWA	Water Storage Operations Perspective Teleconference	135.00	3,976,309.54	99.976%
United Radio Communications	Portable Radio Repairs	118.50	3,976,428.04	99.979%
Specialty Mat Service	Floor Mat Service: January 2003	114.50	3,976,542.54	99.982%
Englewood	Meter Station Maintenance	108.66	3,976,651.20	99.985%
Cintas First Aid & Safety	First Aid Supplies	102.35	3,976,753.55	99.987%

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 02/13/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Triton Electronics, Inc.	Battery Pak for IFR Service Monitor	80.00	3,976,833.55	99.989%
Quill	Office Supplies	74.12	3,976,907.67	99.991%
LaBarge, Inc.	Corrosion Telemetry: 11/18/02-12/19/02	72.15	3,976,979.82	99.993%
Nextel	Cellular Phone Serv.: 12/09/02-01/08/03	64.72	3,977,044.54	99.994%
Berland's House of Tools	Repair Power Drill	52.35	3,977,096.89	99.996%
Thompson Elevator Inspection Service, Inc.	Semi-Annual Elevator Inspection	50.00	3,977,146.89	99.997%
Illinois Paper Company	Office Supplies	47.46	3,977,194.35	99.998%
Royal Graphics Printers	Business Cards - Joe Mox	41.46	3,977,235.81	99.999%
Tree Towns Repro Service	Mylar Plan Reproductions	30.00	3,977,265.81	100.000%
TelSpan	TeleConference Call	1.76	3,977,267.57	100.000%
Total Accounts Payable		3,977,267.57		