



# 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 MAY 2003 REGULAR MEETING OF THE DU PAGE WATER COMMISSION WILL BE HELD AT 7:30 P.M. ON WEDNESDAY, MAY 7, 2003, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED MAY 2003 REGULAR MEETING IS AS FOLLOWS:**

## **AGENDA**

**DU PAGE WATER COMMISSION  
WEDNESDAY, MAY 7, 2003  
7:30 P.M.**

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

- I. Roll Call
- II. Public Comments
- III. Approval of Minutes
  - A. Regular Meeting of April 10, 2003
  - B. Executive Session of April 10, 2003
- IV. Treasurer's Report – March 2003
- V. Committee Reports
  - A. Administration Committee
    - 1. Report of 5/7/03 Meeting
    - 2. Actions on Items Listed on 5/7/03 Administration Committee Agenda
  - B. Engineering & Construction Committee
    - 1. Report of 5/7/03 Meeting
    - 2. Actions on Items Listed on 5/7/03 Engineering & Construction 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.

## C. Finance Committee

1. Report of 5/7/03 Meeting
2. Actions on Items Listed on 5/7/03 Finance Committee Agenda

## D. Special Task Force on Refunding

1. Report of 4/24/03 Meeting
2. Report of 5/7/03 Meeting
3. Actions on Items Listed on 5/7/03 Special Task Force on Refunding Agenda

## E. Special Task Force on TCE

1. Report of 11/14/02 Meeting
2. Report of 5/7/03 Meeting

## VI. Chairman's Report

## VII. Omnibus Vote

- A. Resolution R-17-03: A Resolution Approving and Authorizing the Execution of an Agreement with Cathodic Protection Management, Inc. for Corrosion Identification Survey Services
- B. 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.
- C. 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 Meeting
- D. 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)

## VIII. Old Business

- Summary of Action Taken Since Previous Meeting

## IX. New Business

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

B. Purchase Orders

- Purchase Order No. 7480

X. Accounts Payable

XI. Public Comments

XII. Executive Session

XIII. Adjournment

**MINUTES OF A MEETING OF THE  
DU PAGE WATER COMMISSION  
HELD ON THURSDAY, APRIL 10, 2003  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

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

Commissioners in attendance: R. Benson (via teleconference), E. Chaplin, J. Janicik, 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).

Commissioner Janicik made a motion to open the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004. Seconded by Commissioner Tenison and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Peter Burchard, Naperville City Manager, voiced the City of Naperville's disagreement with increasing the water rate by \$0.05 per 1,000 gallons in each of the next four years. Naperville also indicated there should be study of the Commission's reserves.

Dave Williams, Itasca Village Administrator, voiced concerns about diverting Commission revenue to other governmental bodies.

Commissioner Wilcox made a motion to close the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

PUBLIC COMMENTS – No public comments

Commissioner Thorn moved to approve the Minutes of the March 12, 2003 meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## Minutes of the 4/10/03 Meeting

Commissioner Chaplin moved to approve the Minutes of the March 12, 2003 Executive Session meeting of the DuPage Water Commission. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of March 2003 showed receipts of \$6,964,454.40, disbursements of \$14,125,552.10 and a cash and investment balance of \$199,064,262.74.

Commissioner Tenison moved to accept the March 2003 Treasurer's Report. Seconded by Commissioner Chaplin 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 listed on the Committee agenda. Commissioners Chaplin and Thorn reviewed Resolution R-16-03 and Ordinance O-6-03 and recommended approval during the Omnibus Vote Agenda.

To avoid future quorum problems, Chairman Vondra requested the Commission's consent to his appointment of Commissioner Mueller to the Administration Committee until the return of Commissioner Hartwig.

Commissioner Tenison moved to approve the temporary appointment of Commissioner Mueller to the Administration Committee. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee reviewed progress payments in the amount of \$171,339.14 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee reviewed an update of the Cost-Benefit Analysis Report for Pipeline Project TW-3 and noted that a comprehensive report and recommendation will be made at the next Commission meeting.

## Minutes of the 4/10/03 Meeting

It was also noted that Staff will be preparing a Request for Qualifications for the design of the generator facilities and additional reservoirs.

### Finance Committee – Report by Commissioner Poole

The Finance Committee reviewed the Treasurer's Report, the March financial statements and the Accounts Payable. The Committee reviewed Ordinances O-2-03, O-3-03, O-4-03, O-5-03 and Resolutions R-8-03, R-9-03 and R-10-03 and recommended approval during the Omnibus Vote Agenda.

Commissioner Wilcox moved to authorize staff to replace Specialty National Insurance Company, the Commission's liability insurance carrier, at a cost not to exceed an additional 10% in premium. Seconded by Commissioner Tolentino and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, 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

Commissioner Poole moved to amend the Revised 2003 – 2004 Five Year Capital Improvement Plan to delete the fourth bullet point on page 2 and to indicate a rate of \$1.65 per 1,000 gallons for all years on page 3. Seconded by Commissioner Thorn.

Commissioner Wilcox moved to lay on the table the motion by Commissioner Poole. Seconded by Commissioner Tenison and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, J. Janicik, N. Pollock, J. Tenison, G. Wilcox and M. Vondra

Nays: B. Krajewski, W. Mueller, A. Poole, R. Thorn and R. Tolentino

Commissioner Wilcox moved to direct staff to recalculate the Summary of Revenues, Expenditures and Fund Balances, May 1, 2003 to April 30, 2008, portion of the Revised 2003 – 2004 Five Year Capital Improvement Plan as if the motion by Commissioner Poole had passed. The motion died for lack of a second.

Noting that the information had been prepared previously, Chairman Vondra requested that a copy of the Summary of Revenues, Expenditures and Fund Balances, May 1, 2003 to April 30, 2008, portion of the Revised 2003 – 2004 Five Year Capital Improvement Plan showing a rate of \$1.65 per 1,000 gallons and \$1.55 per 1,000 gallons be distributed for the next Commission meeting.

Chairman Vondra noted the Commission is receiving unsolicited proposals for the refunding of the Commission's outstanding Revenue Refunding Bonds. Chairman

## Minutes of the 4/10/03 Meeting

Vondra also noted the interest rate market is sensitive and the Commission needs to move fast to take advantage of this market. Chairman Vondra proposed rejecting the financial advisor proposals received and instead rely on staff evaluations.

Commissioner Poole moved to reject all of the Financial Advisor proposals received. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Pollock moved to direct staff to prepare and issue a Request for Proposals for Bond Underwriters for the refunding of the Commission's 1993 water revenue refunding bonds that includes a weighted evaluation system that considers underwriting costs, creativity and other relevant criteria. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Chairman Vondra proposed creating a Special Task Force on Refunding, consisting of Commissioners Janicik, Krajewski, Mueller, Poole, Wilcox and Chairman Vondra, to evaluate the underwriter proposals.

Commissioner Tenison moved to create a Special Task Force on Refunding to evaluate and recommend an underwriter to the Commission and to approve Chairman Vondra's appointment of Chairman Vondra as Chairman of the Special Task Force on Refunding and Commissioners Janicik, Krajewski, Mueller, Poole, and Wilcox as additional members of the Special Task Force. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## OMNIBUS VOTE AGENDA

Chairman Vondra requested that Ordinance O-4-03 be removed from the Omnibus Vote Agenda.

Commissioner Chaplin requested that Resolution R-14-03 be removed from the Omnibus Vote Agenda.

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

## Minutes of the 4/10/03 Meeting

### Omnibus Vote

Ayes: R. Benson, 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. Ordinance O-2-03: Transfer of Appropriations Ordinance for the Fiscal Year Commencing May 1, 2002 and Ending April 30, 2003 – “Omnibus Vote”

Item 2. Ordinance O-3-03: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004 – “Omnibus Vote”

Item 3. Ordinance O-5-03: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004 – “Omnibus Vote”

Item 4. Ordinance O-6-03: An Ordinance Electing Participation in the Illinois Municipal Retirement Fund – “Omnibus Vote”

Item 5. Resolution R-8-03: A Resolution Directing the Transfer of the Excess Debt Service Reserve Account Balance to the General Account of the Water Fund – “Omnibus Vote”

Item 6. Resolution R-9-03: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund – “Omnibus Vote”

Item 7. Resolution R-10-03: A Resolution Establishing the Policy of the DuPage Water Commission with Respect to Fund Balances and Construction and Rate Stabilization Reserves for the Fiscal Year Ending April 30, 2003 – “Omnibus Vote”

Item 8. Resolution R-11-03: A Resolution Approving and Ratifying Certain Work Authorization Order Under Quick Response Contract QR-6/02 at the April 10, 2003 DuPage Water Commission Meeting – “Omnibus Vote”

Item 9. Resolution R-12-03: A Resolution Approving a Second Amendment to Task Order No. 8 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. – “Omnibus Vote”

Item 10. Resolution R-13-03: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick &



## Minutes of the 4/10/03 Meeting

Howson, L.L.C. at the April 10, 2003 DuPage Water Commission Meeting – “Omnibus Vote”

- Item 11. Resolution R-15-03: A Resolution Awarding a Contract for the Exterior Washing, Spot Painting and Miscellaneous Repairs to Five Tanks – “Omnibus Vote”
- Item 12. Resolution R-16-03: A Resolution Implementing Certain Employee Benefit Changes – “Omnibus Vote”

Commissioner Janicik moved to approve Ordinance O-4-03: An Ordinance Establishing a Water Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, 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

Commissioner Mueller moved to approve Resolution R-14-03: A Resolution Authorizing the Execution of an Intergovernmental Agreement Concerning the Implementation of Water Service to the Downers Grove Service Area in DuPage County. Seconded by Commissioner Wilcox and approved by a Roll Call Vote:

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

Abstain: E. Chaplin

Nays: None

## OLD BUSINESS

Commissioner Wilcox moved to take from the table Resolution R-7-03: A Resolution Approving and Ratifying Certain Task Order(s) Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the March 12, 2003 DuPage Water Commission Meeting. Seconded by Commissioner Krajewski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox moved to approve Task Order No. 12 listed in Resolution R-7-03 in the revised not to exceed amount of \$30,000. Seconded by Commissioner Tolentino and unanimously approved by a Roll Call Vote:

## Minutes of the 4/10/03 Meeting

Ayes: R. Benson, 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

Commissioner Wilcox moved to table approval of Task Order No. 13 listed in Resolution R-7-03. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## NEW BUSINESS

The General Manager advised the Commissioners on an unresolved item with respect to the Intergovernmental Agreement between the Commission and the County of DuPage for the modification of the Commission's transmission main crossing the East-West Tollway at Raymond Drive. Pursuant to the agreement, the work was to be performed by the Commission at the sole cost and expense of the County. The cost of the work performed by the Commission was approximately \$240,000 but the County reimbursed the Commission for only \$95,000. The County held back approximately \$150,000 due to modifications the County made to a drainage swale on 75<sup>th</sup> Street in Naperville that it felt the Commission should be responsible for. To settle the dispute, the General Manager recommended splitting a portion of the cost of the drainage swale work with the County.

Commissioner Chaplin moved to accept a \$75,000 offset against the amount due under the transmission main modification agreement for the cost for repairing the drainage swale on 75<sup>th</sup> Street in Naperville. Seconded by Commissioner Pollock and unanimously approved by a Roll Call Vote:

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

Abstain: M. Vondra

Nays: None

Chairman Vondra requested that the date of the May Commission and Committee meetings be changed from Thursday, May 8, 2003 to Wednesday, May 7, 2003.

Commissioner Tolentino moved to change the date of the May Commission and Committee meetings from Thursday, May 8, 2003 to Wednesday, May 7, 2003. Seconded by Commissioner Wilcox and approved by a Voice Vote.

All voted aye except Commissioner Tenison voted nay. Motion carried.

## Minutes of the 4/10/03 Meeting

Commissioner Mueller indicated that all of the municipal utility customers of the Commission passed (or will pass) resolutions affirming the principles of the Commission, noting that copies of these resolutions have been sent to all Commissioners.

Chairman Vondra objected to some of the statements in the customer resolutions but expressed his desire to move past such disagreements.

Commissioner Mueller also read the following statement from DuPage County Sheriff John E. Zaruba:

"In would like to set the record straight regarding an article that appeared today's Daily Herald concerning the use of funds originating from the water commission to purchase a police helicopter. So that you have no misconception, I assure you that this Office has at no time made a budgetary request for a helicopter. Further, my Office has neither been contacted by the health department, nor requested funds from them for a helicopter.

While the concept of a regional use helicopter has proven its worth, I would be abrogating my responsibility as an elected official to even think of pursuing such an option during the current economic times.

Please forward this communication to the members of Mayors and Managers as well as the appointees to the water commission to ensure the clarification of this issue."

### ACCOUNTS PAYABLE

Commissioner Wilcox moved to approve the Accounts Payable in the amount of \$3,123,704.92 subject to submission of all contractually required documentation. Seconded by Commissioner Tolentino and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, 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 – No Comments

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

All voted aye. Motion carried, at which point Commissioner Benson disconnected from the teleconference.

## Minutes of the 4/10/03 Meeting

The meeting was reconvened at 9:25 P.M.

Commissioner Wilcox 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 Tolentino 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 Commission went into Executive Session at 9:26 P.M.

Commissioner Wilcox moved to come out of Executive Session at 10:05 P.M. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Thorn moved to adjourn the meeting at 10:06 P.M. Seconded by Commissioner Janicik and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Rcm0304.doc

DU PAGE WATER COMMISSION  
WATER FUND  
CASH BASIS GENERAL LEDGER  
STATEMENT OF REVENUES & EXPENDITURES  
April 30, 2003

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	4,013,956.61	53,855,431.79
SALES TAXES	2,106,121.28	31,454,457.16
INVESTMENT INCOME	945,231.90	5,929,216.61
OTHER INCOME	62,904.21	1,076,332.98
TOTAL REVENUE	7,128,214.00	92,315,438.54
EXPENSES		
PERSONAL SERVICES	188,646.11	2,361,059.96
PROFESSIONAL SERVICES	37,018.56	416,456.67
CONTRACTUAL SERVICES	87,878.06	281,138.17
INSURANCE	2,757.00	752,949.59
ADMINISTRATIVE COSTS	8,770.27	103,204.18
WATER SUPPLY COSTS	2,700,232.08	37,736,891.40
BOND PRINCIPAL & INTEREST	0.00	30,729,307.50
LAND AND RIGHT OF WAY	0.00	3,495.00
CAPITAL OUTLAY	6,206.79	114,702.05
TOTAL OPERATING EXPENSES	3,031,508.87	72,499,204.52
CONSTRUCTION EXPENDITURES - (REIMBURSEMENTS)	(195,786.37)	7,860,805.40
TOTAL EXPENSES	2,835,722.50	80,360,009.92
NET FUND TRANSACTIONS	4,292,491.50	11,955,428.62
BEGINNING BALANCE		191,401,325.62
ENDING BALANCE		203,356,754.24
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		20,854.09
CASH AT OAK BROOK BANK LOCK BOX		172,541.74
CASH AT VILLA PARK TRUST & SAVINGS		1,012.14
TOTAL CASH		194,907.97
ILLINOIS FUNDS MONEY MARKET		16,285,911.30
ILLINOIS FUNDS PRIME FUND		16,608,794.39
GOVERNMENT MONEY MARKET FUNDS		13,721,360.92
U. S. TREASURY INVESTMENTS		69,918,069.53
U. S. AGENCY INVESTMENTS		61,627,710.13
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		203,161,846.27
TOTAL FUNDS		203,356,754.24

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-17-03

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN  
AGREEMENT WITH CATHODIC PROTECTION MANAGEMENT, INC.  
FOR CORROSION IDENTIFICATION SURVEY SERVICES

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/1 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission desires to obtain, and Cathodic Protection Management, Inc., an Illinois corporation, desires to provide, professional engineering services in connection with the identification of the transmission mains, feeder mains, and DuPage pumping station yard piping, or sections thereof, which are adversely corroding and require cathodic protection, if any;

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 Contract for Corrosion Identification Survey Services between the DuPage Water Commission and Cathodic Protection Management, Inc., in substantially the form attached hereto as Exhibit 1, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Contract in substantially the form attached hereto as Exhibit 1; provided, however, that

the Contract shall not be so executed on behalf of the Commission unless and until the General Manager of the Commission shall have been presented with copies of the Contract executed by Cathodic Protection Management, Inc.

SECTION THREE: Upon execution of the Contract on behalf of the Commission pursuant to Section Two above, the Contract, 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 1



CONTRACT BETWEEN  
DUPAGE WATER COMMISSION  
AND  
CATHODIC PROTECTION MANAGEMENT, INC.  
FOR CORROSION IDENTIFICATION  
SURVEY OF TRANSMISSION AND FEEDER MAINS

CONTRACT BETWEEN  
DUPAGE WATER COMMISSION  
AND  
CATHODIC PROTECTION MANAGEMENT, INC.  
FOR CORROSION IDENTIFICATION  
SURVEY OF TRANSMISSION AND FEEDER MAINS

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## **CONSULTANT'S CERTIFICATION**

### **ATTACHMENT A- Supplemental Schedule of Contract Terms**

### **APPENDIX 1 - Work Site Location Drawing**

CONTRACT BETWEEN  
DUPAGE WATER COMMISSION  
AND  
CATHODIC PROTECTION MANAGEMENT, INC.  
FOR CORROSION IDENTIFICATION  
SURVEY OF TRANSMISSION AND FEEDER MAINS

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois, a public corporation ("Owner"), and CATHODIC PROTECTION MANAGEMENT, INC. ("Consultant"), make this Contract as of the \_\_\_\_ day of \_\_\_\_\_, 2003, and hereby agree as follows:

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

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

1. Labor and Equipment. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Consultant by this Contract, including, without limitation, arranging for utility and other services needed for the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional skill and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

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

## **1.3 Review and Interpretation of Contract Provisions**

Consultant represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Consultant shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract.

Consultant shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Consultant fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Consultant to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

## **1.4 Conditions at the Work Site**

Consultant represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, corrosion monitoring data and analyses, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Consultant by Owner, such information is or has been provided or made available solely for the convenience of Consultant and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

### **1.5 Technical Ability to Perform**

Consultant represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.6 Financial Ability to Perform**

Consultant represents and warrants that it is financially solvent, and Consultant has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.7 Time**

Consultant represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

### **1.8 Safety at the Work Site**

Consultant shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Consultant shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Consultant's operations, Consultant shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

### **1.9 Cleanliness of the Work Site and Environs**

Consultant shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

### **1.10 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Consultant from the Commencement Date until Final Payment. Consultant shall be fully responsible for the

protection of all public and private property and all persons. Without limiting the foregoing, Consultant shall, at its own cost and expense, support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Consultant shall have no claim against Owner because of any damage or loss to the Work or to Consultant's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Consultant shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for the cost of any repair or replacement work required by this Section.

#### **1.11 Subcontractors**

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

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner terminate such subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### **1.12 Simultaneous Work By Others**

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Consultant. Consultant shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Consultant shall afford Owner and such other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

### **1.13 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.13A above, Owner shall pay Consultant (1) such direct costs, excluding overhead, as Consultant shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

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

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Consultant for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

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



B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Consultant because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

### **ARTICLE III**

#### **CONSULTANT'S WARRANTIES AND REPRESENTATIONS**

##### **3.1 Warranty of Work**

Consultant warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

##### **3.2 Affirmation of Other Warranties and Representations**

In addition to the foregoing Warranty of Work, Consultant hereby acknowledges that Consultant has carefully read, reviewed, and understood, and hereby agrees to honor, the warranties and representations contained in Article I of this Contract as well as all other warranties and representations set forth in this Contract.

### **ARTICLE IV**

#### **FINANCIAL ASSURANCES**

##### **4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Work, maintain and keep in force, at Consultant's expense, the minimum insurance coverages and limits set forth in Attachment A.

##### **4.2 Indemnification**

Consultant shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part

to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

## **ARTICLE V** **PAYMENT**

### **5.1 Contract Price**

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

### **5.2 Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Consultant for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Consultant.

### **5.3 Progress Payments**

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

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). Owner may, by written notice to Consultant, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Consultant's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Consultant's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Consultant and for no other purpose.

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

Each phase of Work, as defined in Attachment A for purposes of Progress Payments, shall be considered complete on the date of final written acceptance by Owner of that phase of Work, which acceptance shall not be unreasonably withheld or delayed. Each phase of Work shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of such phase of Work for final acceptance and payment. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of that portion of the Contract Price with respect to such phase of Work, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to a particular phase of Work shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with a particular phase of Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with a particular phase of Work.

#### **5.5 Liens**

A. Title. Nothing in this Contract shall be construed as vesting in Consultant any right of property in any data, designs, equipment, materials, supplies, and other items provided under this Contract. All such data, designs, equipment, materials, supplies, and other items shall become the property of Owner, but such title shall not release Consultant from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Consultant shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Consultant shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Consultant, and Owner shall have

no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Consultant to complete the Work; (8) failure of Consultant to properly complete or document any Pay Request; (9) any other failure of Consultant to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **ARTICLE VI DISPUTES AND REMEDIES**

### **6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Consultant disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Consultant may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Consultant claims it will be entitled as a result thereof; provided, however, that Consultant shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Consultant so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Consultant agree to engage in good faith negotiations. Within three business days after Owner's receipt of Consultant's written notice of dispute or objection, a conference between Owner and Consultant shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Consultant. If Consultant objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Consultant so notifies Owner, Consultant shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Consultant's Remedies**

If Owner fails or refuses to satisfy a final demand made by Consultant pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Consultant, within ten days following receipt of such demand, then Consultant shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

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

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Consultant and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

recover from Consultant all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Consultant's rights under this Contract and, for the purpose of completing or correcting the Work, evict Consultant and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Consultant's expense.
6. Upon any termination of this Contract or of Consultant's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Consultant shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

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

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.13 of this Contract.

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

#### **7.1 Binding Effect**

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

#### **7.2 Relationship of the Parties**

Consultant shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor of Consultant.

#### **7.3 No Collusion**

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

#### **7.4 Assignment**

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Work shall be held confidential by Consultant and shall not, without

the prior express written consent of Owner, be used for any purpose other than performance of the Work.

#### **7.6 No Waiver**

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

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

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

#### **7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: Edward J. Nawrocki  
Manager of Maintenance & Construction

with a copy to: Holland & Knight LLC  
131 South Dearborn Street  
30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Maureen A. Crowley

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



Cathodic Protection Management, Inc.  
2052 Parkview Creek East  
Hoffman Estates, Illinois 60195  
Attention: William P. Carlson, President

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

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

## **7.9 Governing Laws**

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

## **7.10 Changes in Laws**

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

## **7.11 Compliance with Laws**

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work.

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

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

## **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Consultant shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Consultant Being Enjoined. Should Consultant be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Consultant shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Consultant shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Consultant neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Consultant from Owner or recover the amount thereof from Consultant and its surety or sureties notwithstanding that Final Payment may have been made.

## **7.13 Time**

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

## **7.14 Severability**

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

## **7.15 Entire Agreement**

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

## 7.16 Amendments

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

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

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

By: \_\_\_\_\_  
James J. Holzwart

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

Title: General Manager

Attest/Witness:

**CATHODIC PROTECTION  
MANAGEMENT, INC.**

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

By: \_\_\_\_\_  
William P. Carlson

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

Title: President

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

CONSULTANT'S CERTIFICATION

William P. Carlson, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Consultant, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Consultant deposes, states, and certifies that Consultant 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.

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

Attest/Witness:

**CATHODIC PROTECTION  
MANAGEMENT, INC.**

By: \_\_\_\_\_ By: \_\_\_\_\_  
William P. Carlson

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

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2003.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

## ATTACHMENT A

### SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

- A. In General. The identification of the transmission mains, feeder mains, and DuPage pumping station yard piping, or sections thereof, which are adversely corroding and require cathodic protection, if any, including:
1. Utilizing existing corrosion monitoring test stations, and determining whether additional corrosion monitoring test stations are required, to satisfactorily perform the testing of Owner's transmission mains, feeder mains and DuPage pumping station yard piping.
  2. Testing all of Owner's transmission mains, feeder mains, and DuPage pumping station yard piping constructed prior to 1993.
  3. Analyzing the test data and determining whether there are any lengths of the transmission mains, feeder mains, or DuPage pumping station yard piping that require cathodic protection.
  4. Preparing a report for the DuPage pumping station yard piping and for each transmission and feeder main that includes the test data, analysis, and clear identification of the lengths of transmission main, feeder main, or DuPage pumping station yard piping, if any, that require cathodic protection.
- B. Corrosion Monitoring Test Station Services. Corrosion monitoring test stations are shown on the drawings of record for the DuPage pumping station yard piping and the transmission and feeder mains shown on the Work Site Location Drawing, attached as Appendix 1 to the Contract. If a corrosion monitoring test station cannot be located or is not functioning and is required for proper testing, Consultant shall mark the location of the test station in the field and request that Owner repair or install a new corrosion monitoring test station. After the repair or installation of a new corrosion monitoring test station by Owner's Quick Response Contractor, Consultant shall test and furnish a written statement to Owner that the new or repaired corrosion monitoring test station is functioning properly.
- C. Testing and Analysis Services.
1. Using industry accepted methods, determine whether the transmission mains, feeder mains, and DuPage pumping station yard piping are electrically continuous between test stations. The pipe-to-soil potential surveys required by Paragraph 1C2 below shall be performed only on those sections of transmission main, feeder main, or DuPage pumping station yard piping that are found

to be electrically continuous. Payment will be made at the full unit price for only those units of transmission main, feeder main, or DuPage pumping station yard piping that are tested in their entirety.

2. For those sections of transmission main, feeder main, and DuPage pumping station yard piping that are found to be electrically continuous between test stations, perform a pipe-to-soil potential survey over those sections of the transmission mains, feeder mains, and DuPage pumping station yard piping when unobstructed soils exist or in adjacent parkways or grassy areas when the yard piping or mains are under pavement or similar. Measurements shall be made in no longer than 25 foot intervals.
3. Stray current or potential stray current problem areas shall be identified.
4. Induced alternating current problem areas shall be identified.
5. The results of the envelope-type cathodic protection systems shall be evaluated.
6. Pipe isolation (insulating flanges and similar) shall be tested.
7. Perform stray current testing, including joint interference testing, as required.
8. Analyze test data to determine if corrosion is adversely affecting the transmission mains, the feeder mains, and the DuPage pumping station yard piping.

D. Report Services.

1. Prepare a report for the DuPage pumping station yard piping and for each of the 11 transmission and feeder mains listed in Subsection 1E of this Attachment A. The reports shall include test results, analysis of the tests and recommendations as to whether corrosion control facilities are required for the DuPage pumping station yard piping, the transmission mains, or the feeder mains based on the analysis of the test data. The report shall identify those portions of the pipe-to-soil potential survey where tests could not be taken over the DuPage pumping station yard piping or the transmission and feeder mains and are therefore less reliable. If corrosion control facilities are recommended for one or more sections of a transmission or feeder main, the section or sections shall be identified by station number from the Drawings of Record. If corrosion control facilities are recommended for one or more sections of DuPage pumping station yard piping, sections of the yard piping shall be identified by a drawing.

2. Furnish five copies of the report for the DuPage pumping station yard piping and for each of the 11 transmission and feeder mains to Owner.

E. Work Site and Schedule.

Corrosion Monitoring Test Station Services, Testing and Analysis Services, and Report Services shall progress in the following order:

1. Transmission Mains
  - a) 90" (Contract TE-1/88)
  - b) North (Contract TN-1/88)
  - c) Northwest (Contract TNW-1/88)
  - d) Southwest (Contracts TSW-1/86, TSW-2/87)
  - e) South (Contracts TS-1/86, TS-3/88)
  - f) Outer Belt (Contracts TOB-1/83, TOB-2/84, TOB-3/85, TOB-4/85, TOB-6/87)
2. Feeder Mains
  - a) North (Contracts FN-1/87, FN-2/89)
  - b) Northwest (Contract NW-2/89)
  - c) Southwest (Contact FSW-1/89, FSW-2/89, FSW-4/89)
  - d) South (Contract FS-2/89)
  - e) Outer Belt (Contract FOB-1/85, FOB-2/89)
3. DuPage Pumping Station  
Yard Piping (Contract PSD-1/88)

The report for each for each of the 11 transmission and feeder mains listed in Subsection 1E of this Attachment A shall be submitted to the Owner within 30-days after the Testing and Analysis Services are completed for each respective transmission and feeder main. The report for the DuPage Pumping yard piping shall be submitted to the Owner after all of the transmission and feeder main reports have been submitted.

2. **Commencement Date:** The date of execution of the Contract by Owner.

3. **Completion Date:** Subject to Owner having the corrosion monitoring test stations repaired and installed within 5-working days after Consultant's written request to repair and marking of the location in the field, 550 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

4. **Insurance Coverages:**

The limits of liability for the insurance required by this Contract are as follows:

- A. Workers' Compensation: Statutory
- B. Employer's Liability:
- |    |                        |           |
|----|------------------------|-----------|
| 1) | Each Accident          | \$500,000 |
| 2) | Disease, Policy Limit  | \$500,000 |
| 3) | Disease, Each Employee | \$500,000 |
- C. General Liability:
- |    |   |             |
|----|---|-------------|
| 1) | Each Occurrence(Bodily Injury and Property Damage): | \$1,000,000 |
| 2) | General Aggregate:                                  | \$2,000,000 |
- D. Excess Umbrella Liability:
- |    |                    |              |
|----|--------------------|--------------|
| 1) | Each Occurrence:   | \$ 1,000,000 |
| 2) | General Aggregate: | \$ 1,000,000 |
- E. Automobile Liability:
- |    |  |            |
|----|--|------------|
| 1) | Combined Single Limit(Bodily Injury and Property Damage):<br>Each Accident | \$ 500,000 |
|----|--|------------|

5. **Contract Price:**

**SCHEDULE OF PRICES**

<u>Unit Price Item</u>	<u>Unit</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1) 90" Transmission Main (Contract TE-1/88)	Mile	9	\$ 3,847.36	\$ 34,626.20
2) North Transmission Main (Contract TN-1/88)	Mile	13	\$ 3,256.51	\$ 42,334.60



<u>Unit Price Item</u>	<u>Unit</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
3) Northwest Transmission Main (Contract TNW-1/88)	Mile	12	\$ 3,309.13	\$ 39,709.60
4) Southwest Transmission Main (Contracts TSW-1/86, TSW-2/87)	Mile	13	\$ 3,256.51	\$ 42,334.60
5) South Transmission Main (Contracts TS-1/86, TS-3/88)	Mile	18	\$ 3,122.47	\$ 56,204.40
6) Outer Belt Transmission Main (Contracts TOB-1/83, TOB-2/84, TOB-3/85, TOB-4/85, TOB-6/87)	Mile	19	\$ 3,096.28	\$ 58,829.40
7) North Feeder Mains (Contracts FN-1/87, FN-2/89)	Mile	10	\$ 3,408.72	\$ 34,087.20
8) Northwest Feeder Mains (Contract FNW-2/89)	Mile	10	\$ 3,408.72	\$ 34,087.20
9) Southwest Feeder Mains (Contracts FSW-1/89, FSW-2/89, FSW-4/89)	Mile	14	\$ 3,211.40	\$ 44,959.60
10) South Feeder Mains (Contract FS-2/89)	Mile	7	\$ 3,691.40	\$ 25,839.80
11) Outer Belt Feeder Mains (Contract FOB-1/85, fob-2/89)	Mile	15	\$ 3,197.13	\$ 47,957.00
12) DuPage Pumping Station yard piping (Contract PSD-1/88)	L.S.	1	\$ 9,206.00	\$ 9,206.00

TOTAL CONTRACT PRICE (the sum of the extensions):

Four Hundred Seventy Thousand One Hundred Seventy-Five (in writing)	Dollars and <u>Sixty</u> Cents (in writing)
<u>470,175</u> (in figures)	Dollars and <u>60</u> Cents (in figures)

6. **Progress Payments:**

- A. Phases of Work. The Work has been divided into 12 phases (corresponding to the 12 Unit Price Items set forth in the Schedule of Prices) as follows: The Corrosion Monitoring Test Station Services, Testing and Analysis Services, and Report Services for each of the

DuPage pumping station yard piping and the 11 transmission and feeder mains listed in Subsection 1E of this Attachment A.

- B. General. Owner shall pay to Consultant 90 percent of the Value of each phase of Work, determined in the manner set forth below, completed up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made with respect to a particular phase of Work prior to final acceptance by Owner of such phase of Work shall not exceed 90 percent of the balance of that portion of the Contract Price applicable to that phase of Work. Upon final acceptance by Owner of a particular phase of Work, by Owner's acceptance of the Report Services for that phase of Work, the balance of that portion of the Contract Price applicable to such phase of Work shall be made to Consultant in accordance with Section 5.4 of the Contract.
- C. Value of Each Phase of Work. The Value of each phase of Work for the 11 transmission and feeder mains listed in Subsection 1E of this Attachment A (Unit Price Item Nos. 1 through 11), shall be determined by multiplying the number of miles of transmission or feeder mains for which all Corrosion Monitoring Test Station Services and all Testing and Analysis Services have been satisfactorily completed by the applicable unit price set forth in the Schedule of Prices; provided, however, that, for each mile of transmission or feeder main that was not electrically continuous and for which no pipe-to-soil potential survey was performed, the applicable unit price set forth in the Schedule of Prices shall be reduced by 13%. No Value of the DuPage pumping station yard piping phase of Work shall be determined, and no payment shall be made for the DuPage pumping station yard piping phase of Work (Unit Price Item No. 12), until all Corrosion Monitoring Test Station Services and all Testing and Analysis Services have been satisfactorily completed and the yard piping report shall have been submitted to Owner. In the event any portion of the DuPage pumping station yard piping was not electrically continuous between test stations, then Unit Price Item No. 12 shall be reduced by 10%.
- D. Application of Payments. All Progress and Final Payments made by Owner to Consultant shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Consultant and Owner or between Consultant and any third party.

**DUPAGE WATER COMMISSION****RESOLUTION NO. 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**

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 motion adopted on April 10, 2003, the Commission approved Task Order No. 12 to the Master Agreement for the Cost-Benefit Analysis of Construction of Pipeline TW-3; and

WHEREAS, the Commission and the Engineers desire to amend Task Order No. 12 to the Master Agreement to add a route study to the scope of services, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the 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. 12 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. 12 attached hereto as Exhibit 1 shall be and it 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. 12**

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 Task Order No. 12 to the Agreement for the Cost-Benefit Analysis of Construction of Pipeline TW-3 ("Task Order No. 12"), as follows:

### **1. Specific Project Data**

Section 1, entitled "Specific Project Data," shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"A. Title of the Project:

TW-3 West Transmission Main

B. Description and Scope of the Project:

Report and presentation on a cost-benefit analysis of constructing a transmission main in the northwest areas of DuPage County and the hydraulic impact on the north end of the Outer Belt Transmission Main.

Study, map, and presentation on alternative routes."

### **2. Services of Engineer**

Subsection 2A, entitled "Basic Services," shall be, and it hereby is, amended by adding the following paragraph to the end of said Subsection 2A:

"A field study will be made of various alignments for the TW-3 pipeline and a study route map will be prepared and presented at the June 2003 Commission Meeting showing the proposed study routes for the TW-3 pipeline."

### **3. Not to Exceed Costs**

Section 6, entitled "Not to Exceed Costs," shall be, and it hereby is, amended by (a) deleting the dollar amount of "\$30,000" from the Not to Exceed Costs in said Section 6 and substituting the dollar amount "\$50,000" in its place.

In all other respects, Task Order No. 12 to the Agreement shall remain in full force and effect, and Task Order No. 12 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-19-03****A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-1/02  
AT THE MAY 7, 2003 DU PAGE WATER COMMISSION MEETING**

WHEREAS, the DuPage Water Commission (the "Commission") entered into a certain agreement dated January 29, 2002 with Divane Bros. Electric Company for quick response electrical work related to the Commission's Waterworks System (said agreement being hereinafter referred to as "Contract QRE-1/02"); and

WHEREAS, Contract QRE-1/02 is designed to allow the Commission to direct the quick response electrical contractor to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time Contract QRE-1/02 was signed;

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

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

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



Resolution R-19-03

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Work Authorization Order were not reasonably foreseeable at the time Contract QRE-1/02 was signed, the Work Authorization Order is germane to Contract QRE-1/02 as signed and/or the Work Authorization Order is in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1  
**WORK AUTHORIZATION ORDER**

**SHEET 1 OF 2**

**CONTRACT QRE-1/02: QUICK RESPONSE ELECTRICAL CONTRACT**

**PROJECT: QRE-1.006**

**LOCATION:**

Various meter stations throughout DuPage County.

**CONTRACTOR:**

Divane Bros. Electric Co.

**DESCRIPTION OF WORK:**

Repair electrical service entrances pulling away from side of meter station.

**REASON FOR WORK:**

The underground electrical service entrances are settling and causing the meter socket boxes to pull away from the side of the buildings.

**MINIMUM RESPONSE TIME:**

2 weeks

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

None

**THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER**

☐ IS ☒ IS NOT PRIORITY EMERGENCY WORK

**SUBMITTALS REQUESTED:**

Proposed plan of how to correct the problem.

**SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:**

None

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

**CONTRACTOR RECEIPT ACKNOWLEDGED:**

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-20-03

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR THE CONSTRUCTION OF  
INNER BELT TRANSMISSION MAIN  
(Contract TIB-1/03)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled “Contract for the Construction of Inner Belt Transmission Main — Contract TIB-1/03” (the “Contract”) in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance

Resolution No. R-20-03

with Article VIII of the Commission By-Laws, the General Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**INNER BELT TRANSMISSION MAIN**  
**CONTRACT TIB-1/03**

**INVITATION FOR BIDDER'S PROPOSALS**

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

**ENGINEER:** Alvord, Burdick & Howson, L.L.C.  
20 North Wacker Drive  
Suite 1401  
Chicago, Illinois 60606

**1. Invitation to Bid**

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

Furnishing all materials, labor, tools and appliances, including construction equipment, and all pipe, fittings, valves, tunnel casing, manholes, vaults and other materials and constructing, pressure testing and chlorinating approximately 10,500 lineal feet of 72 inch diameter transmission main and 1,450 lineal feet of 96 inch diameter casing pipe and all other pipe, valves, fittings, manholes and vaults and appurtenant Work in DuPage County, Illinois.

The Work shall be performed at the following Work Site:

From a connection to Owner's existing 72" Southwest Transmission Main on Butterfield Road, approximately 200 feet South of its intersection with Roosevelt Road in the City of Elmhurst; thence north along the East Frontage Road of Route 83, Kingery Highway, to a point beyond the Elmhurst Waste Water Treatment Plant, thence Northerly by tunnel under Salt Creek to a connection to Owner's existing 72" Northwest Transmission Main on the Illinois Prairie Path just South of Randolph Street, all in DuPage County, Illinois.

**2. Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

**3. The Bidding Documents**

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

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

**4. The Contract**

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

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;



## INVITATION

- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

### 5. **Inspection and Examination**

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Engineer upon payment of \$200.00 per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling.

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

### 6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, \_\_\_\_\_, 2003, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

### 7. **Bid Security, Bonds and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal

## INVITATION

Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

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

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

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

### DUPAGE WATER COMMISSION

By: /s/ James J. Holzwart  
General Manager

EXHIBIT B

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**INNER BELT TRANSMISSION MAIN**  
**CONTRACT TIB-1/03**

**GENERAL INSTRUCTIONS TO BIDDERS**

**1. Examination of Bidding Documents, Contract, and Work Site**

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

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C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

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

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance

## GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

### 2. **Interpretation of the Bidding Documents and the Contract**

A. **Defined Terms.** All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

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

C. **Addenda.** No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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

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

D. **Informal Responses.** Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle

## **GENERAL INSTRUCTIONS**

such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

### **3. Calculation of Unit Price Proposals and Compensation**

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

### **4. Prevailing Wages**

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

### **5. Taxes and Benefits**

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

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Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

### **6. Permits and Licenses**

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

### **7. Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

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

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

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the



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place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 8. **Signature Requirements**

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

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the

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officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid

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Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

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

### 10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates

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and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

### 12. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### 13. **Public Opening of Bidder's Proposals**

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

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### 14. Qualification of Bidders

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

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

### 15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or

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not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

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

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

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

### 16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of

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

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 17. Notice of Award; Effective Date of Award

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

### 18. Closing of Contract

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

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B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

### 19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

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

### 20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.



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**BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.**

**BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK.**

### 21. **Confidentiality**

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**INNER BELT TRANSMISSION MAIN**  
**CONTRACT TIB-1/03**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

1. **Special Bidding Considerations**

A. **Material Options.** Bidders may submit a Price Proposal for furnishing and installing Steel Pipe, Prestressed Concrete Pipe, or Ductile Iron Pipe by indicating the pipe material option being included in the places provided therefor in the Schedule of Prices included in the Bidder's Proposal form included in this Bid Package. **Any Bidder's Proposal that fails to indicate the pipe material option being included shall be rejected.**

B. **Indeterminate Unit Prices.** All of the Indeterminate Unit Price Items set forth in Part B of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and, for field adjustments ordered by Owner pursuant to Subsection 2.1A of the General Conditions of Contract, the percentage of increase, and the amount to be paid for such field adjustments, or, for Change Orders, the amount of the equitable adjustment in the Contract Price for any such Increased or Decreased Work ordered by Owner, as the case may be, that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

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

## SPECIAL INSTRUCTIONS

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

D. Qualification of Bidders. In addition to those factors set forth in Section 14 of the General Instructions to Bidders included in this Bid Package, Owner intends to award a Contract only to a Bidder that, *under its current name and organization and with its own personnel*, has satisfactory experience in the installation of at least 20,000 lineal feet of 36" or larger diameter watermain *within the past 15 years* and that, at the time of submission of its Bidder's Proposal, employs or has contracted for the services of a satisfactory superintendent that has satisfactory experience in supervising the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years who will be assigned to supervise the Work. Whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and its proposed superintendent has been satisfied shall be determined by Owner on the basis of Owner's prior experience with the Bidder and its proposed superintendent, Owner's knowledge of the Bidder's and its proposed superintendent's performance on other relevant projects, and any other information that Owner may consider relevant in making its determination.

Bidders are specifically instructed to note that experience in the installation of non-watermain watermain quality pipe shall not be considered by Owner in determining whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and its proposed superintendent has been satisfied (only experience in the installation of watermains planned to be used for the transmission, distribution, or supply of potable water will be considered). Bidders that are joint ventures are also specifically instructed to note that each Person participating in the bidding joint venture, *under its current name and organization and with its own personnel*, must have satisfactory experience in the installation of at least 20,000 lineal feet of 36" or larger diameter watermain *within the past 15 years* in order for the bidding joint venture to be qualified under this Subsection 1F, unless the bidding joint venture, in its own name and with the identical Persons participating, meets the satisfactory 20,000 lineal footage experience qualification.

## 2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete or impose special starting date limitations on any portion of the Work to be performed. In the event Owner deletes any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion nor assert that there was any misunderstanding in regard to the nature or

## **SPECIAL INSTRUCTIONS**

amount of the Work to be done. In addition, any deletion or specially imposed starting date limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

**BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT, EXCEPT AS SET FORTH BELOW, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO COMMENCE WORK ON BUTTERFIELD ROAD AT THE SOUTHERN TERMINUS OF THE WORK AND CONTINUOUSLY PROSECUTE THE WORK TO COMPLETION FROM SAID TERMINUS NORTHERLY ALONG THE WORK SITE.**

**BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL BE ALLOWED AND REQUIRED TO SCHEDULE CERTAIN PORTIONS OF THE WORK AS NECESSARY TO PERFORM SUCH WORK AT OR BY THE TIMES SPECIFIED FOR SUCH WORK IN THE AGREEMENTS APPLICABLE TO THIS WORK.**

**BIDDERS ARE DIRECTED TO SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR A FURTHER DESCRIPTION OF THE SPECIAL SCHEDULING REQUIREMENTS FOR THE WORK.**

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

The following Persons have been contacted in reference to the above:

## **SPECIAL INSTRUCTIONS**

1. Mr. John P. Kos, P.E.  
District Engineer  
Illinois Department of Transportation  
Division of Highways/District 1  
201 West Center Court  
Schaumburg, IL 60196-1096  
Ph: 847-705-4110  
Fax: 847-705-4468
2. Mr. David Krueger  
District Utility Coordinator  
Illinois Department of Transportation  
Division of Highways/District 1  
201 West Center Court  
Schaumburg, IL 60196-1096  
Ph: 847-705-4258  
Fax: 847-705-4595
3. Mr. Robert J. Schillerstrom  
County Board Chairman  
421 N. County Farm Road  
Wheaton, IL 60187  
Ph: 630-682-7282  
Fax: 630-682-7571
4. Mr. Kevin Ahern  
Chief Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
Ph: 630-682-7318  
Fax: 630-690-5331
- Mr. Robert Kolar  
Permit Administrator  
Ph: 630-682-7318  
Fax: 630-682-7224
5. Mr. Thomas P. Borchert  
City Manager  
City of Elmhurst  
209 North York Street  
Elmhurst, IL 60126  
Ph: 630-530-3000  
Fax: 630-530-3014
- Mr. Michael Hughes  
Public Works Director  
Ph: 630-530-3042  
Fax: 630-\_\_\_\_-\_\_\_\_
- Mr. Dennis Streicher  
Asst. Dir. of Public Works  
Water & Wastewater  
Ph: 630-530-3046  
Fax: 630-834-0298

## **SPECIAL INSTRUCTIONS**

6. Mr. Ralph Coglianese  
Village Manager  
Village of Villa Park  
20 South Ardmore  
Villa Park, IL 60181  
Ph: 630-834-8500  
Fax: 630-834-8967
- Mr. Vydas Juskelis, P.E.  
Public Works Director  
Ph: 630-834-8505  
Fax: 630-834-8509
- John Beckwith  
Superintendent Utilities Division  
Ph: 630-834-8505  
Fax: 630-834-8509
7. Mr. Richard Grodsky  
Executive Director  
Elmhurst Park District  
225 Prospect Avenue  
Elmhurst, IL 60126  
Ph: 630-993-8900  
Fax: 630-993-8913
8. Mr. Frederick Dale  
Manager  
Salt Creek Sanitary District  
201 South Route 83  
P.O. Box 6600  
Villa Park, IL 60181-6600  
Ph: 630-832-3411  
Fax: 630-832-3813
9. Ms. Leesa A. Beal  
Supervisor, Permit Section  
Department of the Army  
Chicago District, Corps of Engineers  
111 North Canal Street  
Chicago, IL 60606-7206  
Ph: 312-353-6400  
Ext. 4082  
Fax: 312-353-4110
10. Mr. Bruce W. Maki  
Regulatory Program Manager  
DuPage County Dept. of Environmental Concerns  
421 North County Farm Road  
Wheaton IL 60187  
Ph: 630-682-7132  
Fax: 630-784-3773

## **SPECIAL INSTRUCTIONS**

- |     |   |   |
|-----|---|---|
| 11. | Mr. Rick Parkinson<br>Westshore Pipeline Company<br>3400 South Badger Road<br>Arlington Heights, IL 60005           | Ph: 847-439-0270<br>(Ext. 211)<br>Fax: 847-439-0831         |
| 12. | Mr. Frank Acosta<br>Field Engineer<br>Amoco(bp) Pipeline Company<br>15600 Bruns Road<br>Manhattan, IL 60442         | Ph: 815-478-6127<br>Fax: 815-478-5752                       |
| 13. | Mr. Rzozzie Fartori<br>Shell Pipeline Company<br>8600 West 71 <sup>st</sup> Street<br>Bedford Park, IL 60501        | Ph: 708-563-6369<br>Fax: 708-458-4044<br>Cell: 708-259-1351 |
| 14. | Mr. Tom Stutzman<br>Commonwealth Edison Company<br>3 Lincoln Center<br>Oakbrook Terrace, IL 60181                   | Ph: 630-437-2236<br>Fax: 630-437-2177                       |
| 15. | Mr. Scott Stogsdill<br>Utility Consultant<br>Nicor Gas<br>1844 Ferry Road<br>Naperville, IL 60563-9600              | Ph: 630-983-8676<br>(Ext. 2362)<br>Fax: 630-983-4028        |
| 16. | Mr. Robert L. Schulter Jr.<br>Right-of-Way Engineer<br>AT&T Broadband<br>688 Industrial Drive<br>Elmhurst, IL 60126 | Ph: 630-600-6347<br>Fax: 630-600-6390                       |
| 17. | Mr. Jeff Morton<br>Wiltel Communications<br>2101 Roberts Drive<br>Broadview, IL 60155                               | Ph: 708-410-0145<br>Fax: 708-345-2454                       |
| 18. | Mr. Steve Gatz<br>SBC(Ameritech)<br>4918 W. 95 <sup>th</sup> Street<br>Oak Lawn, IL 60453                           | Ph: 847-222-5402<br>Fax: 708-636-7916                       |



## **SPECIAL INSTRUCTIONS**

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

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

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



# **DuPage Water Commission**

## **MEMORANDUM**

TO: Chairman & Commissioners

FROM: General Manager

DATE: May 2, 2003

SUBJECT: Summary of Action Since Previous Meeting

1. Purchase Order No. 7480 in the amount of \$13,148.62 to Energy Associates is for the purchase of magnetic flow meters for the meter test bench. These meters will replace the existing main-line rate of flow meters which are used to set the mid to high flow meter test rates when testing turbine meters. The replacement of these meters will allow us to achieve tighter resolution and also to make additional steps into replacing the manual meter testing control system into a PC based system.



# DuPage Water Commission

## MEMORANDUM

TO: Jim Holzwart

FROM: Ed Nawrocki

DATE: 4/28/03

SUBJECT: TW-3 Staff Recommendation

The following recommended schedule has been prepared to demonstrate how TW-3 can be completed should the Commission authorize its completion.

1. The Commission should approve an engineering task order to perform a route study by staff and engineers for the project. (May 2003 Board Meeting)
  - After route study completion, staff will present the Commission with 3 alternatives, one of which will be chosen by the Commission on the Engineering Committee. (June 2003 Board Meeting)
2. The Commission will award a design engineering task order to perform aerial surveys for the designated route and to start design of the project (June 2003 Board Meeting)
3. The Commission Will Authorize advertisement of the TW-3 Project for construction (March 2004 Board Meeting)
4. The Commission awards TW-3 Construction project (June 2004 Board Meeting)

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

P.O.		No 7480	
DATE 5/7/03		DATE REQUIRED ASAP	
TERMS NET 45 DAYS TAX EXEMPT			
SHIP VIA BEST WAY			
FOB			

TO: ENERGY ASSOCIATES	SHIP TO:
245 W. ROOSEVELT ROAD, BLDG. #8	ATTN: CHRIS BOSTICK
WEST CHICAGO, IL 60185	ABOVE ADDRESS
630-293-7251 FAX: 630-293-0175	

[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.

(ACCT. # WF-6623 )

Please send 2 copies of your invoice

JAMES S. HOLZWART

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

ACPA0305-ACPATEMP  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

05/07/03

- 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.	37416	04/10/03	Window Washing DPPS: April 2003	WF-6622	210.00	210.00
Ace Computers	81986	04/17/03	Computer Work Stations	WF-6951	4,005.00	4,005.00
Acres Group, Inc.	10387	04/01/03	Landscape Mgmt Serv: April 2003	WF-6622	4,373.80	
Acres Group, Inc.	10939	05/01/03	Landscape Mgmt Serv: May 2003	WF-6622	4,373.80	8,747.60
Aerex Pest Control	584133	04/17/03	Exterminator - Service Building: April 2003	WF-6622	45.00	
Aerex Pest Control	584134	04/17/03	Exterminator - Pump & Motor Rooms: April 2003	WF-6622	45.00	
Aerex Pest Control	584471	04/17/03	Exterminator - DPPS: April 2003	WF-6622	48.00	138.00
ALTO U.S., Inc.	RI 1562393	04/15/03	Maintenance Equipment: Floor Scrubber	WF-6622	654.60	654.60
Alvord, Burdick & Howson	69	04/30/03	Naperville Rd. to Diehl Rd.: 03/25/03-04/24/03	WF-7913	9,834.16	
Alvord, Burdick & Howson	69	04/30/03	Butterfield Rd. to Prairie Path: 03/25/03-04/24/03	WF-7913	25,519.30	
Alvord, Burdick & Howson	241	04/30/03	Butterfield to 75th St:03/25/03-04/24/03	WF-7913	7,465.67	
Alvord, Burdick & Howson	2003-132	04/30/03	Schaumburg Emerg. Connt. Tsk Odr. #2: 03/25/03-04/24/03	WF-7915	2,824.42	
Alvord, Burdick & Howson	2003-133	04/30/03	GIS Utility Mapping Task Order # 10: 03/25/03-04/24/03	WF-6389	330.37	
Alvord, Burdick & Howson	2003-134	04/30/03	Cost Benefit Analysis - TW-3: 03/25/03-04/24/03	WF-7913	7,680.82	
Alvord, Burdick & Howson	2003-135	04/30/03	Gen. Eng. Consulting Task Order #14: 03/25/03-04/24/03	WF-6389	1,410.37	
Alvord, Burdick & Howson	2003-136	04/30/03	72" Along Rt. 83 (TIB-1) Task Order # 11: 03/25/03-04/24/03	WF-7913	32,549.80	87,614.91
American Water Works Association	90011970	04/15/03	Hydraulics Training: Chris Townsend	WF-6132	160.00	
American Water Works Association	2000251086	03/02/03	AWWA Membership: T. McGhee	WF-6540	63.00	223.00
American Water Works Association	6000576692	04/22/03	Waternet Multi-User Technical Reference	WF-6622	260.00	260.00
AT&T	6308340100	03/25/03	Long Dist. Serv. DPPS: 02/25/03-03/25/03	WF-6514	337.86	337.86
Automatic Timing & Controls	407738	04/02/03	Repair Digitec Panel Meter	WF-6624	154.75	154.75
Avalon Petroleum Company	430193	04/01/03	Gasoline	WF-6642	1,638.00	
Avalon Petroleum Company	431482	04/18/03	Gasoline	WF-6642	1,436.00	3,074.00
CardMember Service (First USA Bank, NA)	311806002454	04/03/03	AWWA Annual Conference: R. Martin, T. McGhee, J. Salz	WF-6133	924.85	
CardMember Service (First USA Bank, NA)	311806002462	04/03/03	TW-2 Valve Test: E. Nawrocki	WF-3530	492.00	
CardMember Service (First USA Bank, NA)	311806002470	04/03/03	Replenish I-PASS: M-78556, M-82136, M-134705, M-76785	WF-6131	160.00	
CardMember Service (First USA Bank, NA)	311806002470	04/03/03	IGFOA Meeting: R. Skiba	WF-6590	40.00	1,616.85

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

ACPA0305-ACPATEMP  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
CDW Government, Inc.	IF56679	04/15/03	Computer Software	WF-6951	420.96	
CDW Government, Inc.	IF59672	04/15/03	HP Color Inkjet Printer	WF-6550	1,330.10	
CDW Government, Inc.	IF72172	04/16/03	Computer Software	WF-6951	56.35	
CDW Government, Inc.	IF96661	04/17/03	Computer Software	WF-6951	1,735.00	3,542.41
Chicago Suburban Express Inc.	471389	04/14/03	Freight Charges	WF-6622	50.52	50.52
Chicago, City of: Dept. of Water	Ltr.	04/25/03	Operation Costs Lex. Sta.:03/01/03-03/31/03	WF-6611	35,766.41	35,766.41
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	05/01/03	Water Supply: 04/01/03-04/30/03	WF-1910	(587,494.20)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	05/01/03	Water Supply: 04/01/03-04/30/03	WF-6611	2,937,471.02	2,349,976.82
Choice Coffee Co.	108733	04/08/03	Coffee	WF-6521	97.00	97.00
Cintas First Aid & Safety	0343159315	04/29/03	First Aid Supplies	WF-6622	115.85	115.85
Commonwealth Edison	Various	04/30/03	CP Stations: 03/17/03-04/29/03	WF-6612	181.61	
Commonwealth Edison	Various	04/30/03	Meter Stations: 02/17/03-04/29/03	WF-6612	7,671.09	
Commonwealth Edison	Various	04/30/03	Remote Opr. Valves: 01/17/03-04/29/03	WF-6612	774.90	
Commonwealth Edison	Various	04/30/03	Tank Sites: 02/19/03-04/28/03	WF-6612	2,637.49	11,265.09
Constellation NewEnergy, Inc.	0297187001	04/28/03	DPPS Electric Service: 03/26/03-04/24/03	WF-6612	42,357.38	42,357.38
CTE Engineers, Inc.	44140599.1000-2	04/14/03	Eng. Serv. - Vulnerability Assessment: 02/22/03-03/28/03	WF-6389	25,293.52	
CTE Engineers, Inc.	44140599.1000-2	04/14/03	Eng. Serv. - Vulnerability Assessment: 02/22/03-03/28/03	WF-1398	25,293.52	
CTE Engineers, Inc.	44140599.1000-2	04/14/03	Eng. Serv. - Vulnerability Assessment: 02/22/03-03/28/03	WF-5900	(25,293.52)	25,293.52
DuPage County Clerk	Ltr.	04/21/03	Notary Certificate: Bernadette Slowinski	WF-6191	10.00	10.00
Electric Machinery Company, Inc.	C5163-30	04/21/03	Repairs to Pump Motors #2, #3, #6	WF-6621	43,125.00	43,125.00
Elmhurst Plaza Standard Inc.	24023	04/10/03	Vehicle Maintenance: M-78556	WF-6641	1,213.50	1,213.50
Federal Express Corp.	4-680-67757	04/23/03	Messenger Service: April, 2003	WF-6532	193.76	193.76
Flowserve FSD Corporation	M643414	04/03/03	Repair to Pump Seal	WF-6621	568.00	
Flowserve FSD Corporation	M640836	03/26/03	Seal Rebuilding Kits	WF-6621	3,610.27	4,178.27

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Glenbard Electric Supply, Inc.	1031909-01	04/07/03	Maintenance Supplies	WF-6622	41.93	
Glenbard Electric Supply, Inc.	1031921-01	04/21/03	Maintenance Supplies	WF-6622	204.53	246.46
Grainger	001-061951-8	04/07/03	Maintenance Supplies	WF-6622	812.43	
Grainger	973-264726-9	04/17/03	Maintenance Supplies	WF-6622	78.00	890.43
Holland & Knight	Ltr.	04/16/03	Legal Services: March 2003	WF-7951	4,023.62	
Holland & Knight	Ltr.	04/16/03	Legal Services: March 2003	WF-6251	65,524.67	69,548.29
Home Depot	Various	04/17/03	Maintenance Supplies: April 2003	WF-6622	230.65	
Home Depot	Various	04/24/03	Sump Pump Repair MS-24A	WF-6633	23.64	
Home Depot	9050901	04/18/03	Pipeline Supplies: April 2003	WF-6637	26.88	281.17
HSQ Technology	30014-5445	04/23/03	Replace Remote Terminal Units: DPPS	WF-6624	28,350.00	28,350.00
Illinois Paper Company	22485-000	04/11/03	Office Supplies	WF-6521	66.35	66.35
Illinois Public Risk Fund		04/07/03	Workers' Compensation: Audit - 12/15/02	WF-6415	2,757.00	2,757.00
Inekad Drafting & Design, Inc.	1-13-03	04/13/03	Drafting Drawings in AUTOCAD	WF-6389	1,395.63	1,395.63
Inlad Truck and Van Equipment Co., Inc.	738	04/16/03	Installation Charge for Power Inverter: M-79697	WF-6641	225.00	225.00
J.U.L.I.E.	03-03-0410	04/01/03	Utility Locates: March 2003	WF-6634	3,108.00	3,108.00
Jim's Painting & Decorating, Inc.	1695	04/16/03	Material & Labor for Wallpapering Lunchroom	WF-6622	3,117.50	3,117.50
Joe Kanak Enterprises, Inc.	5162	04/10/03	Typewriter Service Contract: 03/15/03-03/15/04	WF-6550	240.00	240.00
Lanac Technology	200304024	04/15/03	Computer Consulting Services	WF-6389	206.25	206.25
McMaster-Carr Supply Co.	69544086	04/14/03	Maintenance Supplies	WF-6622	533.32	
McMaster-Carr Supply Co.	69693775	04/16/03	Maintenance Supplies	WF-6622	144.76	678.08
Mel's Ace Hardware	Various	04/10/03	Maintenance Supplies: April 2003	WF-6622	121.72	
Mel's Ace Hardware	01088051 77	04/14/03	Locator Batteries	WF-6634	18.87	
Mel's Ace Hardware	Various	04/16/03	Vehicle Maintenance: April 2003	WF-6641	151.16	291.75

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

ACPA0305-ACPATEMP  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

05/07/03

- a - Subject to submission of all contractually required documentation.  
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Menards - Hillside	24247	04/16/03	Maintenance Supplies	WF-6622	11.97	11.97
MK Battery	329477	03/27/03	Batteries	WF-6633	1,096.00	1,096.00
Naperville, City of	Various	04/16/03	Meter Sta. Service: 02/24/03-04/14/03	WF-6612	1,456.25	1,456.25
National City Bank of Indiana		04/16/03	Safekeeping Fees: March 2003	WF-6233	883.30	883.30
National Waterworks, Inc.	9230033	04/08/03	10" Water Meters, 6" Water Meters	WF-6623	26,179.00	26,179.00
Newark InOne	7577819	04/14/03	Fluorescent Light with Magnifier Lens	WF-6624	108.92	
Newark InOne	7633409	04/25/03	Rechargeable Battery Kit	WF-6624	194.41	303.33
Nextel Communications	648652511	04/13/03	Cellular Phone Serv.: 03/09/03-04/08/03	WF-6514	58.39	58.39
NICOR	2-38-82-32429	04/28/03	DPPS Service: 03/14/03-04/14/03	WF-6513	2,414.65	2,414.65
Orr Safety Corporation	TSD0001586	04/07/03	Repairs to Gas Detectors	WF-6637	625.00	625.00
Peters & Associates	18065	04/10/03	Computer Network Services	WF-6389	2,000.00	2,000.00
Petty Cash, B. Slowinski, Custodian		05/01/03	Postage Reimbursement	WF-6532	(65.87)	
Petty Cash, B. Slowinski, Custodian		05/01/03	Parking	WF-6131	89.00	
Petty Cash, B. Slowinski, Custodian		05/01/03	Administrative Expense Reimbursement	WF-6590	(27.85)	
Petty Cash, B. Slowinski, Custodian		05/01/03	Meter Station Maintenance	WF-6633	12.75	
Petty Cash, B. Slowinski, Custodian		05/01/03	Bids & Specs for QR-6/03	WF-5900	(25.00)	
Petty Cash, B. Slowinski, Custodian		05/01/03	Office Supplies	WF-6521	14.80	
Petty Cash, B. Slowinski, Custodian		05/01/03	Maintenance Supplies	WF-6622	98.66	
Petty Cash, B. Slowinski, Custodian		05/01/03	Safety Shoes Reimbursement: Rice, Wegner, Schweizer	WF-6636	36.00	
Petty Cash, B. Slowinski, Custodian		05/01/03	Safety Shoes Reimbursement: J. Schori	WF-6626	8.00	140.49
Pitney Bowes Inc.	385778	04/19/03	Office Supplies	WF-6521	165.86	165.86
Quill Corporation	9703881	04/09/03	Office Supplies	WF-6521	110.14	
Quill Corporation	9744655	04/11/03	Office Supplies	WF-6521	19.32	129.46
R&J Construction Supply Company, Inc.	Ltr.	04/23/03	Settlement Payment: MS-17B	WF-3700	2,497.00	2,497.00



DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

ACPA0305-ACPATEMP  
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Red Wing Shoe Stores	450013413	04/09/03	Safety Shoes: J. Schori	WF-6626	108.00	
Red Wing Shoe Stores	450113586	04/15/03	Safety Shoes: L. Sharp	WF-6626	108.00	
Red Wing Shoe Stores	450113596	04/15/03	Safety Shoes: M. Hughes	WF-6626	116.00	
Red Wing Shoe Stores	450113743	04/24/03	Safety Shoes: C. Townsend	WF-6626	120.00	452.00
Rossi Contractors, Inc.	BOV-1	04/30/03	Cont. BOV-1: Partial Invoice No. 9	WF-6631	293,421.61 (a)	
Rossi Contractors, Inc.	BOV-1	04/30/03	Cont. BOV-1: Partial Invoice No. 9	WF-3520	(29,342.16) (a)	
Rossi Contractors, Inc.	BOV-1	04/30/03	Cont. BOV-1: Partial Invoice No. 9	WF-3530	(360.00) (a)	263,719.45
Rossi Contractors, Inc.	QR6-002A	04/29/03	Repair 54" Watermain	WF-6631	65,603.48 (a)	65,603.48
Royal Graphics Printers	61707	04/25/03	DWC Letterhead	WF-6521	385.00	385.00
Royal Office Products	683990	04/10/03	Office Supplies	WF-6521	236.27	236.27
SBC	6308940725	04/04/03	Tank Site #1: 04/04/03-05/03/03	WF-6514	20.28	
SBC	708Z096241	04/16/03	Backup Telemetry Serv: 03/17/03-04/16/03	WF-6514	706.04	726.32
SBC Ameritech	2220004	04/01/03	Pager Service: 04/01/03-04/30/03	WF-6514	156.10	156.10
Sears Commercial One	0757044	04/03/03	Maintenance Supplies: Tools	WF-6622	81.50	81.50
Sir Speedy	38372	04/15/03	Print Contracts and Specs for Five Tank Sites	WF-6531	86.46	86.46
Soooper Lube	24165	04/07/03	Vehicle Maintenance: M-134705	WF-6641	25.95	
Soooper Lube	24213	04/08/03	Vehicle Maintenance: M-63638	WF-6641	33.95	
Soooper Lube	24976	04/19/03	Vehicle Maintenance: M-99818	WF-6641	30.95	
Soooper Lube	25458	04/26/03	Vehicle Maintenance: M-63636	WF-6641	32.90	123.75
Specialty Mat Service	195258	04/07/03	Floor Mat Service: 04/07/03	WF-6622	57.25	
Specialty Mat Service	196961	04/21/03	Floor Mat Service: 04/21/03	WF-6622	57.25	114.50
Sterling Ledet & Associates, Inc.	11028	04/30/03	Computer Training: John Schori	WF-6132	795.00	
Sterling Ledet & Associates, Inc.	11029	04/30/03	Computer Training: John Schori	WF-6132	395.00	
Sterling Ledet & Associates, Inc.	11030	04/30/03	Computer Training: John Schori	WF-6132	795.00	1,985.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

ACPA0305-ACPATEMP  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Tank Industry Consultants	15292	04/11/03	Consulting Serv. for Water Storage Tanks Painting Bidding	WF-6633	1,250.00	1,250.00
ThyssenKrupp Elevator Company	249763	05/01/03	Elevator Maintenance: 05/01/03-05/31/03	WF-6395	203.94	203.94
Total Facility Maintenance, Inc.	111987	04/07/03	Janitorial Supplies	WF-6622	56.00	
Total Facility Maintenance, Inc.	112029	05/01/03	DPPS Cleaning Services: May 2003	WF-6622	1,867.50	1,923.50
Transcat	730264	04/07/03	Repair of Transmation Calibrator Test Equipment:	WF-6624	560.34	
Transcat	731006	04/10/03	Repair of Transmation Calibrator Test Equipment:	WF-6624	16.71	577.05
Underground Focus Magazine	57	03/21/03	Subscription Renewal	WF-6540	45.00	45.00
United Radio Communications	8868000	03/31/03	Batteries for Portable Radios	WF-6641	492.00	
United Radio Communications	8880500	03/31/03	Portable Radio Repairs	WF-6641	530.03	
United Radio Communications	8880700	03/31/03	Portable Radio Repairs	WF-6641	184.05	1,206.08
Verizon Wireless	6305692948	03/29/03	Cellular Phone Serv.: 03/29/03-04/28/03	WF-6514	89.82	
Verizon Wireless	6308462345	04/09/03	Cellular Phone Serv.: 04/09/03-05/08/03	WF-6514	84.04	
Verizon Wireless	6305692945	04/19/03	Cellular Phone Serv.: 04/19/03-05/18/03	WF-6514	86.25	
Verizon Wireless	7087104142	04/12/03	Cellular Phone Serv.: 04/12/03-05/11/03	WF-6514	65.78	325.89
Video Master	39199	04/01/03	Repairs to Security VCR DPPS	WF-6622	152.72	152.72
Viking Office Products	57819	04/09/03	Office Supplies	WF-6521	113.10	113.10
Walles Company	4803-01	03/27/03	Battery Packs for Exit Lights	WF-6622	1,000.00	1,000.00
Waste Management North	1643412-2008-9	04/01/03	Refuse Disposal	WF-6622	148.10	
Waste Management North	1681233-2008-2	05/01/03	Refuse Disposal	WF-6622	145.89	293.99
Total Accounts Payable						3,114,345.81

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
05/07/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 04/01/03-04/30/03	2,349,976.82	2,349,976.82	75.457%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 9	263,719.45	2,613,696.27	83.924%
Alvord, Burdick & Howson	Engineering Services	87,614.91	2,701,311.18	86.738%
Holland & Knight	Legal Services: March 2003	69,548.29	2,770,859.47	88.971%
Rossi Contractors, Inc.	Repair 54" Watermain	65,603.48	2,836,462.95	91.077%
Electric Machinery Company, Inc.	Repairs to Pump Motors #2, #3, #6	43,125.00	2,879,587.95	92.462%
Constellation NewEnergy, Inc.	DPPS Electric Service: 03/26/03-04/24/03	42,357.38	2,921,945.33	93.822%
Chicago, City of: Dept. of Water	Operation Costs Lex. Sta.: 03/01/03-03/31/03	35,766.41	2,957,711.74	94.971%
HSQ Technology	Replace Remote Terminal Units: DPPS	28,350.00	2,986,061.74	95.881%
National Waterworks, Inc.	10" Water Meters, 6" Water Meters	26,179.00	3,012,240.74	96.721%
CTE Engineers, Inc.	Eng. Serv. - Vulnerability Assessment: 02/22/03-03/28/03	25,293.52	3,037,534.26	97.534%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	11,265.09	3,048,799.35	97.895%
Acres Group, Inc.	Landscape Mgmt Serv: April-May 2003	8,747.60	3,057,546.95	98.176%
Flowserve FSD Corporation	Seal Rebuilding Kits; Repair to Pump Seal	4,178.27	3,061,725.22	98.310%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
05/07/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Ace Computers	Computer Work Stations	4,005.00	3,065,730.22	98.439%
CDW Government, Inc.	Computer Software; HP Color Inkjet Printer	3,542.41	3,069,272.63	98.553%
Jim's Painting & Decorating, Inc.	Material & Labor for Wallpapering Lunchroom	3,117.50	3,072,390.13	98.653%
J.U.L.I.E.	Utility Locates: March 2003	3,108.00	3,075,498.13	98.753%
Avalon Petroleum Company	Gasoline - April 2003	3,074.00	3,078,572.13	98.851%
Illinois Public Risk Fund	Workers' Compensation: Audit - 12/15/02	2,757.00	3,081,329.13	98.940%
R&J Construction Supply Company, Inc.	Settlement Payment: MS-17B	2,497.00	3,083,826.13	99.020%
NICOR	DPPS Service: 03/14/03-04/14/03	2,414.65	3,086,240.78	99.098%
Peters & Associates	Computer Network Services	2,000.00	3,088,240.78	99.162%
Sterling Ledet & Associates, Inc.	Computer Training: John Schori	1,985.00	3,090,225.78	99.226%
Total Facility Maintenance, Inc.	DPPS Cleaning Services; Janitorial Supplies	1,923.50	3,092,149.28	99.287%
CardMember Service (First USA Bank, NA)	AWWA Conf.; TW-2 Valve Test; I-Pass; IGFOA Mtg. R. Skiba	1,616.85	3,093,766.13	99.339%
Naperville, City of	Meter Sta. Service: 03/13/03-04/14/03	1,456.25	3,095,222.38	99.386%
Inekad Drafting & Design, Inc.	Drafting Drawings in AUTOCAD	1,395.63	3,096,618.01	99.431%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
05/07/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Tank Industry Consultants	Consulting Serv. for Water Storage Tanks Painting Bidding	1,250.00	3,097,868.01	99.471%
Elmhurst Plaza Standard Inc.	Vehicle Maintenance: M-78556	1,213.50	3,099,081.51	99.510%
United Radio Communications	Portable Radio Repairs and Batteries	1,206.08	3,100,287.59	99.549%
MK Battery	Batteries	1,096.00	3,101,383.59	99.584%
Walles Company	Battery Packs for Exit Lights	1,000.00	3,102,383.59	99.616%
Grainger	Maintenance Supplies - April 2003	890.43	3,103,274.02	99.644%
National City Bank of Indiana	Safekeeping Fees: March 2003	883.30	3,104,157.32	99.673%
SBC	Backup Telemetry Serv.; Tank Site Serv.	726.32	3,104,883.64	99.696%
McMaster-Carr Supply Co.	Maintenance Supplies	678.08	3,105,561.72	99.718%
ALTO U.S., Inc.	Maintenance Equipment: Floor Scrubber	654.60	3,106,216.32	99.739%
Orr Safety Corporation	Repairs to Gas Detectors	625.00	3,106,841.32	99.759%
Transcat	Repair of Transmation Calibrator Test Equipment:	577.05	3,107,418.37	99.778%
Red Wing Shoe Stores	Safety Shoes: Employees	452.00	3,107,870.37	99.792%
Royal Graphics Printers	DWC Letterhead	385.00	3,108,255.37	99.804%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
05/07/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
AT&T	Long Dist. Serv. DPPS: 02/25/03-03/25/03	337.86	3,108,593.23	99.815%
Verizon Wireless	Cellular Phone Serv.: 04/12/03-05/11/03	325.89	3,108,919.12	99.826%
Newark InOne	Rechargeable Battery Kit; Fluorescent Lights	303.33	3,109,222.45	99.835%
Waste Management North	Refuse Disposal	293.99	3,109,516.44	99.845%
Mel's Ace Hardware	Vehicle Maintenance, Maint. Supplies, Locator Batteries	291.75	3,109,808.19	99.854%
Home Depot	Pipeline Supplies; Maintenance Supplies; Meter Sta. Repairs	281.17	3,110,089.36	99.863%
American Water Works Association	Waternet Multi-User Technical Reference	260.00	3,110,349.36	99.872%
Glenbard Electric Supply, Inc.	Maintenance Supplies - April 2003	246.46	3,110,595.82	99.880%
Joe Kanak Enterprises, Inc.	Typewriter Service Contract: 03/15/03-03/15/04	240.00	3,110,835.82	99.887%
Royal Office Products	Office Supplies	236.27	3,111,072.09	99.895%
Inlad Truck and Van Equipment Co., Inc.	Installation Charge for Power Inverter: M-79697	225.00	3,111,297.09	99.902%
American Water Works Association	Training: C. Townsend and AWWA Membership: T. McGhee	223.00	3,111,520.09	99.909%
A.N.S.I., Inc.	Window Washing DPPS: April 2003	210.00	3,111,730.09	99.916%
Lanac Technology	Computer Consulting Services	206.25	3,111,936.34	99.923%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
05/07/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
ThyssenKrupp Elevator Company	Elevator Maintenance: 05/01/03-05/31/03	203.94	3,112,140.28	99.929%
Federal Express Corp.	Messenger Service: April 2003	193.76	3,112,334.04	99.935%
Pitney Bowes Inc.	Office Supplies	165.86	3,112,499.90	99.941%
SBC Ameritech	Pager Service: 04/01/03-04/30/03	156.10	3,112,656.00	99.946%
Automatic Timing & Controls	Repair Digitec Panel Meter	154.75	3,112,810.75	99.951%
Video Master	Repairs to Security VCR DPPS	152.72	3,112,963.47	99.956%
Petty Cash, B. Slowinski, Custodian	Reimbursement of Petty Cash 07/01/02-04/30/03	140.49	3,113,103.96	99.960%
Aerex Pest Control	Exterminator - DPPS, Serv. Bldg, Pump & Motor Rm: APR '0	138.00	3,113,241.96	99.965%
Quill Corporation	Office Supplies	129.46	3,113,371.42	99.969%
Sooper Lube	Vehicle Maintenance: April 2003	123.75	3,113,495.17	99.973%
Cintas First Aid & Safety	First Aid Supplies	115.85	3,113,611.02	99.976%
Specialty Mat Service	Floor Mat Service: April 2003	114.50	3,113,725.52	99.980%
Viking Office Products	Office Supplies	113.10	3,113,838.62	99.984%
Choice Coffee Co.	Coffee	97.00	3,113,935.62	99.987%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE  
04-Apr-03 TO 02-May-03

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
05/07/03

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Sir Speedy	Print Contracts and Specs for Five Tank Sites	86.46	3,114,022.08	99.990%
Sears Commercial One	Maintenance Supplies: Tools	81.50	3,114,103.58	99.992%
Illinois Paper Company	Office Supplies	66.35	3,114,169.93	99.994%
Nextel Communications	Cellular Phone Serv.: 03/09/03-04/08/03	58.39	3,114,228.32	99.996%
Chicago Suburban Express Inc.	Freight Charges	50.52	3,114,278.84	99.998%
Underground Focus Magazine	Subscription Renewal	45.00	3,114,323.84	99.999%
Menards - Hillside	Maintenance Supplies	11.97	3,114,335.81	100.000%
DuPage County Clerk	Notary Certificate: Bernadette Slowinski	10.00	3,114,345.81	100.000%
Total Accounts Payable		3,114,345.81		



DU PAGE WATER COMMISSION - 5 YEAR PROJECTION  
SUMMARY OF REVENUES, EXPENDITURES AND FUND BALANCES @ \$1.55 RATE WITH 50% SALES TAX FUNDING OF REVENUE BOND PAYMENT  
MAY 1, 2003 TO APRIL 30, 2008

ACCOUNT TITLE	ALL FUNDS FY 01-02 ACTUAL	ALL FUNDS FY 02-03 ADJ. BUDGET	ASSUMPTION OR % CHGE FY 02-07	ALL FUNDS FY 03-04 FORECAST	ALL FUNDS FY 04-05 FORECAST	ALL FUNDS FY 05-06 FORECAST	ALL FUNDS FY 06-07 FORECAST	ALL FUNDS FY 07-08 FORECAST
<b>REVENUES</b>								
O & M PAYMENTS	41,228,304	42,429,205	CALCULATED	42,067,848	42,772,393	43,621,385	43,988,706	44,354,809
SALES TAXES USED FOR O & M COSTS	0	0	CALCULATED	0	0	0	0	0
FIXED COST PAYMENTS (% PAID BY SALES TAX)	13,376,556	10,164,758	50.0%	8,916,329	8,916,661	8,916,062	8,915,586	8,918,607
SUBSEQUENT CUSTOMER DIFFERENTIAL	901,353	1,041,625	1.0%	1,052,041	1,062,561	1,073,187	1,083,919	1,094,758
SALES TAXES USED FOR CONSTRUCTION AND BOND PAYMENTS	33,062,484	31,516,473	2.0%	32,146,802	32,789,738	33,445,533	34,114,444	34,796,733
INTEREST INCOME	6,027,426	6,043,616	EXTRAPOLATED	6,001,388	6,142,657	6,032,947	5,537,011	5,025,877
OTHER INCOME	3,002,774	531,714	0.0%	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>97,598,897</b>	<b>91,727,391</b>		<b>90,184,408</b>	<b>91,684,010</b>	<b>93,089,114</b>	<b>93,639,666</b>	<b>94,190,784</b>
<b>OPERATING EXPENDITURES</b>								
WATER PURCHASES (4% ANNUAL RATE INCREASES)	36,332,674	38,709,917	CALCULATED	41,697,057	44,074,758	46,369,940	48,614,034	50,993,484
20% CREDIT THRU SEP 2004	(7,266,535)	(7,741,983)	CALCULATED	(8,339,411)	(4,140,332)	0	0	0
5 YEAR CAPITAL PLAN MAJOR REPAIRS	141,789	2,067,900	CALCULATED	3,357,000	2,875,000	0	0	0
OTHER OPERATING EXPENSES (EXCL BOND INTEREST/DEPRC)	7,525,117	9,054,410	5.0%	9,507,131	9,982,488	10,481,612	11,005,693	11,555,978
REVENUE BOND PRINCIPAL AND INTEREST COSTS	17,835,408	17,832,908	CALCULATED	17,832,658	17,833,322	17,832,123	17,831,172	17,837,213
G.O. BOND PRINCIPAL AND INTEREST COSTS	15,761,973	13,122,650	CALCULATED	13,112,650	13,122,150	13,124,150	13,117,900	13,117,650
CAPITAL EQUIPMENT	193,957	83,864	5.0%	88,057	92,460	97,083	101,937	107,034
<b>TOTAL OPERATING EXPENDITURES</b>	<b>70,524,383</b>	<b>73,129,666</b>		<b>77,255,142</b>	<b>83,839,846</b>	<b>87,904,908</b>	<b>90,670,736</b>	<b>93,611,359</b>
5 YEAR CAPITAL PLAN NEW CONSTRUCTION	8,923,732	6,499,972	CALCULATED	8,767,000	12,738,000	23,315,000	21,634,000	2,057,000
5 YEAR CONSTRUCTION PLAN (DELAY)-CATCH-UP	0	0	CALCULATED	0	0	0	0	0
NEW CUSTOMERS & OTHER MINOR RELATED OUTLAYS	1,893,988	333,799	4.0%	500,000	520,000	540,800	562,432	584,929
WATER QUALITY LOANS	0	10,000,000	BOARD POLICY	0	0	0	0	0
<b>TOTAL CASH OUTLAYS AND COMMITMENTS</b>	<b>81,342,103</b>	<b>89,963,437</b>		<b>86,522,142</b>	<b>97,097,846</b>	<b>111,760,708</b>	<b>112,867,168</b>	<b>96,253,288</b>
<b>NET TRANSACTIONS</b>	<b>16,256,794</b>	<b>1,763,954</b>		<b>3,662,266</b>	<b>(5,413,836)</b>	<b>(18,671,594)</b>	<b>(19,227,502)</b>	<b>(2,062,504)</b>
UNRESTRICTED NET ASSETS - BEGINNING	113,148,022	127,243,034	CALCULATED	129,101,013	132,763,279	127,349,443	108,677,849	89,450,347
CONVERTED (TO) - FROM RESTRICTED OR CAPITAL NET ASSETS	(2,161,782)	94,025		0	0	0	0	0
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>127,243,034</b>	<b>129,101,013</b>		<b>132,763,279</b>	<b>127,349,443</b>	<b>108,677,849</b>	<b>89,450,347</b>	<b>87,387,843</b>
HELD FOR EMERGENCY REPAIRS-TARGET (1)	27,300,000	28,100,000	3.0%	28,900,000	29,800,000	30,700,000	31,600,000	32,500,000
O&M RATE STABILIZATION RESERVE	46,471,406	49,757,832		49,477,869	43,315,901	33,876,552	21,723,544	6,678,186
CONSTRUCTION RESERVE	53,471,628	51,243,181		54,385,410	54,233,542	44,101,297	36,126,803	48,209,657
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>127,243,034</b>	<b>129,101,013</b>		<b>132,763,279</b>	<b>127,349,443</b>	<b>108,677,849</b>	<b>89,450,347</b>	<b>87,387,843</b>
<b>O &amp; M RATE</b>	<b>1.33</b>	<b>1.34</b>		<b>1.28</b>	<b>1.28</b>	<b>1.29</b>	<b>1.29</b>	<b>1.29</b>
<b>FIXED COST RATE</b>	<b>0.43</b>	<b>0.32</b>		<b>0.27</b>	<b>0.27</b>	<b>0.26</b>	<b>0.26</b>	<b>0.26</b>
<b>TOTAL RATE</b>	<b>1.76</b>	<b>1.66</b>		<b>1.55</b>	<b>1.55</b>	<b>1.55</b>	<b>1.55</b>	<b>1.55</b>

(1) TO MAX OF 50,000,000

## SUMMARY OF REVENUES, EXPENDI

ACCOUNT TITLE	ALL FUNDS FY 08-09 FORECAST	ALL FUNDS FY 09-10 FORECAST	ALL FUNDS FY 10-11 FORECAST	ALL FUNDS FY 11-12 FORECAST	ALL FUNDS FY 12-13 FORECAST	ALL FUNDS FY 13-14 FORECAST	ALL FUNDS FY 14-15 FORECAST	ALL FUNDS FY 15-16 FORECAST
REVENUES								
O & M PAYMENTS	44,717,319	45,075,441	45,778,071	46,125,983	46,473,747	55,825,825	56,240,467	56,663,775
SALES TAXES USED FOR O & M COSTS	11,804,370	20,979,883	23,709,677	27,451,797	38,418,404	25,068,410	28,331,689	31,731,679
FIXED COST PAYMENTS (% PAID BY SALES TAX)	8,915,656	8,914,144	8,917,969	8,916,425	8,917,432	0	0	0
SUBSEQUENT CUSTOMER DIFFERENTIAL	1,105,706	1,116,763	1,127,931	1,139,210	1,150,602	1,162,108	1,173,729	1,185,466
SALES TAXES USED FOR CONSTRUCTION AND BOND PAYMENTS	23,688,298	15,222,638	13,216,894	10,213,305	0	14,118,362	11,638,818	9,038,238
INTEREST INCOME	4,997,850	4,836,515	4,632,086	4,354,761	4,368,554	4,310,074	4,674,833	4,968,238
OTHER INCOME	0	0	0	0	0	0	0	0
TOTAL REVENUE	95,229,199	96,145,384	97,382,628	98,201,481	99,328,739	100,484,779	102,059,536	103,587,396
OPERATING EXPENDITURES								
WATER PURCHASES (4% ANNUAL RATE INCREASES)	53,472,350	56,050,876	58,762,069	61,574,093	64,531,593	67,600,502	70,819,260	74,201,893
20% CREDIT THRU SEP 2004	0	0	0	0	0	0	0	0
5 YEAR CAPITAL PLAN MAJOR REPAIRS	1,271,328	1,296,755	1,322,690	1,349,144	1,376,127	1,403,650	1,431,723	1,460,357
OTHER OPERATING EXPENSES (EXCL BOND INTEREST/DEPRC)	12,133,777	12,740,466	13,377,489	14,046,363	14,748,681	15,486,115	16,260,421	17,073,442
REVENUE BOND PRINCIPAL AND INTEREST COSTS	17,831,312	17,828,288	17,835,937	17,832,850	17,834,863	DSR-->17,834,61	0	0
G.O. BOND PRINCIPAL AND INTEREST COSTS	13,116,900	13,121,275	13,119,413	0	0	0	0	0
CAPITAL EQUIPMENT	112,386	118,005	123,905	130,100	136,605	143,435	150,607	158,137
TOTAL OPERATING EXPENDITURES	97,938,053	101,155,665	104,541,503	94,932,550	98,627,869	84,633,702	88,662,011	92,893,829
5 YEAR CAPITAL PLAN NEW CONSTRUCTION	3,494,061	3,563,942	3,635,221	3,707,925	3,782,084	3,857,726	3,934,881	4,013,579
5 YEAR CONSTRUCTION PLAN (DELAY)-CATCH-UP	0	0	0	0	0	0	0	0
NEW CUSTOMERS & OTHER MINOR RELATED OUTLAYS	608,326	632,659	657,965	684,284	711,655	740,121	769,726	800,515
WATER QUALITY LOANS	0	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
TOTAL CASH OUTLAYS AND COMMITMENTS	102,040,440	104,852,266	108,334,689	98,824,759	102,621,608	88,731,549	92,866,618	97,207,923
NET TRANSACTIONS	(6,811,241)	(8,706,882)	(10,952,061)	(623,278)	(3,292,869)	11,753,230	9,192,918	6,379,473
UNRESTRICTED NET ASSETS - BEGINNING	87,387,843	80,576,602	71,869,720	60,917,659	60,294,381	57,001,512	68,754,742	77,947,660
CONVERTED (TO) - FROM RESTRICTED OR CAPITAL NET ASSETS	0	0	0	0	0	0	0	0
UNRESTRICTED NET ASSETS - ENDING	80,576,602	71,869,720	60,917,659	60,294,381	57,001,512	68,754,742	77,947,660	84,327,133
HELD FOR EMERGENCY REPAIRS-TARGET (1)	33,500,000	34,500,000	35,500,000	36,600,000	37,700,000	38,800,000	40,000,000	41,200,000
O&M RATE STABILIZATION RESERVE	0	0	0	399,130	0	0	0	0
CONSTRUCTION RESERVE	47,076,602	37,369,720	25,417,659	23,295,251	19,301,512	29,954,742	37,947,660	43,127,133
UNRESTRICTED NET ASSETS - ENDING	80,576,602	71,869,720	60,917,659	60,294,381	57,001,512	68,754,742	77,947,660	84,327,133
O & M RATE	1.29	1.29	1.30	1.30	1.30	1.55	1.55	1.55
FIXED COST RATE	0.26	0.26	0.25	0.25	0.25	0.00	0.00	0.00
TOTAL RATE	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55

(1) TO MAX OF 50,000,000

## SUMMARY OF REVENUES, EXPENDI

ACCOUNT TITLE	ALL FUNDS FY 16-17 FORECAST	ALL FUNDS FY 17-18 FORECAST	ALL FUNDS FY 18-19 FORECAST	ALL FUNDS FY 19-20 FORECAST
REVENUES				
O & M PAYMENTS	57,093,979	57,522,523	57,951,592	58,381,395
SALES TAXES USED FOR O & M COSTS	36,821,875	42,417,021	43,265,361	44,130,668
FIXED COST PAYMENTS (% PAID BY SALES TAX)	0	0	0	0
SUBSEQUENT CUSTOMER DIFFERENTIAL	1,197,321	1,209,294	1,221,387	1,233,601
SALES TAXES USED FOR CONSTRUCTION AND BOND PAYMENTS	4,763,440	0	0	0
INTEREST INCOME	5,183,126	5,311,803	5,346,605	5,278,375
OTHER INCOME	0	0	0	0
TOTAL REVENUE	105,059,741	106,460,641	107,784,945	109,024,039
OPERATING EXPENDITURES				
WATER PURCHASES (4% ANNUAL RATE INCREASES)	77,749,816	81,454,557	85,359,963	89,431,219
20% CREDIT THRU SEP 2004	0	0	0	0
5 YEAR CAPITAL PLAN MAJOR REPAIRS	1,489,564	1,519,355	1,549,742	1,580,737
OTHER OPERATING EXPENSES (EXCL BOND INTEREST/DEPRC)	17,927,114	18,823,470	19,764,644	20,752,876
REVENUE BOND PRINCIPAL AND INTEREST COSTS	0	0	0	0
G.O. BOND PRINCIPAL AND INTEREST COSTS	0	0	0	0
CAPITAL EQUIPMENT	166,044	174,346	183,063	192,216
TOTAL OPERATING EXPENDITURES	97,332,538	101,971,728	106,857,412	111,957,048
5 YEAR CAPITAL PLAN NEW CONSTRUCTION	4,093,851	4,175,728	4,259,243	4,344,428
5 YEAR CONSTRUCTION PLAN (DELAY)-CATCH-UP	0	0	0	0
NEW CUSTOMERS & OTHER MINOR RELATED OUTLAYS	832,536	865,837	900,470	936,489
WATER QUALITY LOANS	(500,000)	(500,000)	(500,000)	(500,000)
TOTAL CASH OUTLAYS AND COMMITMENTS	101,758,925	106,513,293	111,517,125	116,737,965
NET TRANSACTIONS	3,300,816	(52,652)	(3,732,180)	(7,713,926)
UNRESTRICTED NET ASSETS - BEGINNING	84,327,133	87,627,949	87,575,297	83,843,117
CONVERTED (TO) - FROM RESTRICTED OR CAPITAL NET ASSETS	0	0	0	0
UNRESTRICTED NET ASSETS - ENDING	87,627,949	87,575,297	83,843,117	76,129,191
HELD FOR EMERGENCY REPAIRS-TARGET (1)	42,400,000	43,700,000	45,000,000	46,400,000
O&M RATE STABILIZATION RESERVE	1,516,563	4,705,476	4,333,009	0
CONSTRUCTION RESERVE	43,711,386	39,169,821	34,510,108	29,729,191
UNRESTRICTED NET ASSETS - ENDING	87,627,949	87,575,297	83,843,117	76,129,191
O & M RATE	1.55	1.55	1.55	1.55
FIXED COST RATE	0.00	0.00	0.00	0.00
TOTAL RATE	1.55	1.55	1.55	1.55

(1) TO MAX OF 50,000,000

DU PAGE WATER COMMISSION - 5 YEAR PROJECTION  
SUMMARY OF REVENUES, EXPENDITURES AND FUND BALANCES @ \$1.65 RATE WITH 50% SALES TAX FUNDING OF REVENUE BOND PAYMENT  
MAY 1, 2003 TO APRIL 30, 2008

ACCOUNT TITLE	ALL FUNDS FY 01-02 ACTUAL	ALL FUNDS FY 02-03 ADJ. BUDGET	ASSUMPTION OR % CHGE FY 02-07	ALL FUNDS FY 03-04 FORECAST	ALL FUNDS FY 04-05 FORECAST	ALL FUNDS FY 05-06 FORECAST	ALL FUNDS FY 06-07 FORECAST	ALL FUNDS FY 07-08 FORECAST
<b>REVENUES</b>								
O & M PAYMENTS	41,228,304	42,429,205	CALCULATED	45,354,398	46,113,986	47,002,888	47,398,683	47,793,166
SALES TAXES USED FOR O & M COSTS	0	0	CALCULATED	0	0	0	0	0
FIXED COST PAYMENTS (% PAID BY SALES TAX)	13,376,556	10,164,758	50.0%	8,916,329	8,916,661	8,916,062	8,915,586	8,918,607
SUBSEQUENT CUSTOMER DIFFERENTIAL	901,353	1,041,625	1.0%	1,052,041	1,062,561	1,073,187	1,083,919	1,094,758
SALES TAXES USED FOR CONSTRUCTION AND BOND PAYMENTS	33,062,484	31,516,473	2.0%	32,146,802	32,789,738	33,445,533	34,114,444	34,796,733
INTEREST INCOME	6,027,426	6,043,616	EXTRAPOLATED	6,093,865	6,331,762	6,322,521	5,930,684	5,527,376
OTHER INCOME	3,002,774	531,714	0.0%	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>97,598,897</b>	<b>91,727,391</b>		<b>93,563,435</b>	<b>95,214,708</b>	<b>96,760,191</b>	<b>97,443,316</b>	<b>98,130,640</b>
<b>OPERATING EXPENDITURES</b>								
WATER PURCHASES (4% ANNUAL RATE INCREASES)	36,332,674	38,709,917	CALCULATED	41,697,057	44,074,758	46,369,940	48,614,034	50,993,484
20% CREDIT THRU SEP 2004	(7,266,535)	(7,741,983)	CALCULATED	(8,339,411)	(4,140,332)	0	0	0
5 YEAR CAPITAL PLAN MAJOR REPAIRS	141,789	2,067,900	CALCULATED	3,357,000	2,875,000	0	0	0
OTHER OPERATING EXPENSES (EXCL BOND INTEREST/DEPRC)	7,525,117	9,054,410	5.0%	9,507,131	9,982,488	10,481,612	11,005,693	11,555,978
REVENUE BOND PRINCIPAL AND INTEREST COSTS	17,835,408	17,832,908	CALCULATED	17,832,658	17,833,322	17,832,123	17,831,172	17,837,213
G.O. BOND PRINCIPAL AND INTEREST COSTS	15,761,973	13,122,650	CALCULATED	13,112,650	13,122,150	13,124,150	13,117,900	13,117,650
CAPITAL EQUIPMENT	193,957	83,864	5.0%	88,057	92,460	97,083	101,937	107,034
<b>TOTAL OPERATING EXPENDITURES</b>	<b>70,524,383</b>	<b>73,129,666</b>		<b>77,255,142</b>	<b>83,839,846</b>	<b>87,904,908</b>	<b>90,670,736</b>	<b>93,611,359</b>
5 YEAR CAPITAL PLAN NEW CONSTRUCTION	8,923,732	6,499,972	CALCULATED	8,767,000	12,738,000	23,315,000	21,634,000	2,057,000
5 YEAR CONSTRUCTION PLAN (DELAY)-CATCH-UP	0	0	CALCULATED	0	0	0	0	0
NEW CUSTOMERS & OTHER MINOR RELATED OUTLAYS	1,893,988	333,799	4.0%	500,000	520,000	540,800	562,432	584,929
WATER QUALITY LOANS	0	10,000,000	BOARD POLICY	0	0	0	0	0
<b>TOTAL CASH OUTLAYS AND COMMITMENTS</b>	<b>81,342,103</b>	<b>89,963,437</b>		<b>86,522,142</b>	<b>97,097,846</b>	<b>111,760,708</b>	<b>112,867,168</b>	<b>96,253,288</b>
<b>NET TRANSACTIONS</b>	<b>16,256,794</b>	<b>1,763,954</b>		<b>7,041,293</b>	<b>(1,883,138)</b>	<b>(15,000,517)</b>	<b>(15,423,852)</b>	<b>1,877,352</b>
UNRESTRICTED NET ASSETS - BEGINNING	113,148,022	127,243,034	CALCULATED	129,101,013	136,142,306	134,259,168	119,258,651	103,834,799
CONVERTED (TO) - FROM RESTRICTED OR CAPITAL NET ASSETS	(2,161,782)	94,025		0	0	0	0	0
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>127,243,034</b>	<b>129,101,013</b>		<b>136,142,306</b>	<b>134,259,168</b>	<b>119,258,651</b>	<b>103,834,799</b>	<b>105,712,151</b>
<b>HELD FOR EMERGENCY REPAIRS-TARGET (1)</b>	<b>27,300,000</b>	<b>28,100,000</b>	<b>3.0%</b>	<b>28,900,000</b>	<b>29,800,000</b>	<b>30,700,000</b>	<b>31,600,000</b>	<b>32,500,000</b>
O&M RATE STABILIZATION RESERVE	46,471,406	49,757,832		52,909,018	50,296,508	44,507,808	36,091,586	24,870,465
CONSTRUCTION RESERVE	53,471,628	51,243,181		54,333,288	54,162,660	44,050,843	36,143,213	48,341,686
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>127,243,034</b>	<b>129,101,013</b>		<b>136,142,306</b>	<b>134,259,168</b>	<b>119,258,651</b>	<b>103,834,799</b>	<b>105,712,151</b>
<b>O &amp; M RATE</b>	<b>1.33</b>	<b>1.34</b>		<b>1.38</b>	<b>1.38</b>	<b>1.39</b>	<b>1.39</b>	<b>1.39</b>
<b>FIXED COST RATE</b>	<b>0.43</b>	<b>0.32</b>		<b>0.27</b>	<b>0.27</b>	<b>0.26</b>	<b>0.26</b>	<b>0.26</b>
<b>TOTAL RATE</b>	<b>1.76</b>	<b>1.66</b>		<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>

(1) TO MAX OF 50,000,000

SUMMARY OF REVENUES, EXPENDI

ACCOUNT TITLE	ALL FUNDS FY 08-09 FORECAST	ALL FUNDS FY 09-10 FORECAST	ALL FUNDS FY 10-11 FORECAST	ALL FUNDS FY 11-12 FORECAST	ALL FUNDS FY 12-13 FORECAST	ALL FUNDS FY 13-14 FORECAST	ALL FUNDS FY 14-15 FORECAST	ALL FUNDS FY 15-16 FORECAST
<b>REVENUES</b>								
O & M PAYMENTS	48,183,777	48,569,661	49,299,461	49,674,135	50,048,650	59,427,491	59,868,884	60,319,502
SALES TAXES USED FOR O & M COSTS	0	7,954,701	19,662,675	22,867,867	34,367,488	20,632,422	23,746,275	26,983,517
FIXED COST PAYMENTS (% PAID BY SALES TAX)	8,915,656	8,914,144	8,917,969	8,916,425	8,917,432	0	0	0
SUBSEQUENT CUSTOMER DIFFERENTIAL	1,105,706	1,116,763	1,127,931	1,139,210	1,150,602	1,162,108	1,173,729	1,185,466
SALES TAXES USED FOR CONSTRUCTION AND BOND PAYMENTS	35,492,668	28,247,820	17,263,896	14,797,235	4,050,916	18,554,350	16,224,232	13,786,400
INTEREST INCOME	5,610,999	5,565,237	5,480,398	5,326,781	5,468,515	5,542,329	6,043,858	6,478,650
OTHER INCOME	0	0	0	0	0	0	0	0
<b>TOTAL REVENUE</b>	<b>99,308,806</b>	<b>100,368,326</b>	<b>101,752,330</b>	<b>102,721,653</b>	<b>104,003,603</b>	<b>105,318,700</b>	<b>107,056,978</b>	<b>108,753,535</b>
<b>OPERATING EXPENDITURES</b>								
WATER PURCHASES (4% ANNUAL RATE INCREASES)	53,472,350	56,050,876	58,762,069	61,574,093	64,531,593	67,600,502	70,819,260	74,201,893
20% CREDIT THRU SEP 2004	0	0	0	0	0	0	0	0
5 YEAR CAPITAL PLAN MAJOR REPAIRS	1,271,328	1,296,755	1,322,690	1,349,144	1,376,127	1,403,650	1,431,723	1,460,357
OTHER OPERATING EXPENSES (EXCL BOND INTEREST/DEPRC)	12,133,777	12,740,466	13,377,489	14,046,363	14,748,681	15,486,115	16,260,421	17,073,442
REVENUE BOND PRINCIPAL AND INTEREST COSTS	17,831,312	17,828,288	17,835,937	17,832,850	17,834,863	DSR->17,834,61	0	0
G.O. BOND PRINCIPAL AND INTEREST COSTS	13,116,900	13,121,275	13,119,413	0	0	0	0	0
CAPITAL EQUIPMENT	112,386	118,005	123,905	130,100	136,605	143,435	150,607	158,137
<b>TOTAL OPERATING EXPENDITURES</b>	<b>97,938,053</b>	<b>101,155,665</b>	<b>104,541,503</b>	<b>94,932,550</b>	<b>98,627,869</b>	<b>84,633,702</b>	<b>88,662,011</b>	<b>92,893,829</b>
5 YEAR CAPITAL PLAN NEW CONSTRUCTION	3,494,061	3,563,942	3,635,221	3,707,925	3,782,084	3,857,726	3,934,881	4,013,579
5 YEAR CONSTRUCTION PLAN (DELAY)-CATCH-UP	0	0	0	0	0	0	0	0
NEW CUSTOMERS & OTHER MINOR RELATED OUTLAYS	608,326	632,659	657,965	684,284	711,655	740,121	769,726	800,515
WATER QUALITY LOANS	0	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
<b>TOTAL CASH OUTLAYS AND COMMITMENTS</b>	<b>102,040,440</b>	<b>104,852,266</b>	<b>108,334,689</b>	<b>98,824,759</b>	<b>102,621,608</b>	<b>88,731,549</b>	<b>92,866,618</b>	<b>97,207,923</b>
<b>NET TRANSACTIONS</b>	<b>(2,731,634)</b>	<b>(4,483,940)</b>	<b>(6,582,359)</b>	<b>3,896,894</b>	<b>1,381,995</b>	<b>16,587,151</b>	<b>14,190,360</b>	<b>11,545,612</b>
UNRESTRICTED NET ASSETS - BEGINNING	105,712,151	102,980,517	98,496,577	91,914,218	95,811,112	97,193,107	113,780,258	127,970,618
CONVERTED (TO) - FROM RESTRICTED OR CAPITAL NET ASSETS	0	0	0	0	0	0	0	0
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>102,980,517</b>	<b>98,496,577</b>	<b>91,914,218</b>	<b>95,811,112</b>	<b>97,193,107</b>	<b>113,780,258</b>	<b>127,970,618</b>	<b>139,516,230</b>
<b>HELD FOR EMERGENCY REPAIRS-TARGET (1)</b>	<b>33,500,000</b>	<b>34,500,000</b>	<b>35,500,000</b>	<b>36,600,000</b>	<b>37,700,000</b>	<b>38,800,000</b>	<b>40,000,000</b>	<b>41,200,000</b>
O&M RATE STABILIZATION RESERVE	9,654,151	0	1	0	0	0	0	0
CONSTRUCTION RESERVE	59,826,366	63,996,577	56,414,217	59,211,112	59,493,107	74,980,258	87,970,618	98,316,230
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>102,980,517</b>	<b>98,496,577</b>	<b>91,914,218</b>	<b>95,811,112</b>	<b>97,193,107</b>	<b>113,780,258</b>	<b>127,970,618</b>	<b>139,516,230</b>
<b>O &amp; M RATE</b>	<b>1.39</b>	<b>1.39</b>	<b>1.40</b>	<b>1.40</b>	<b>1.40</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>
<b>FIXED COST RATE</b>	<b>0.26</b>	<b>0.26</b>	<b>0.25</b>	<b>0.25</b>	<b>0.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL RATE</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>

(1) TO MAX OF 50,000,000

SUMMARY OF REVENUES, EXPENDITURES

ACCOUNT TITLE	ALL FUNDS FY 16-17 FORECAST	ALL FUNDS FY 17-18 FORECAST	ALL FUNDS FY 18-19 FORECAST	ALL FUNDS FY 19-20 FORECAST
<b>REVENUES</b>				
O & M PAYMENTS	60,777,461	61,233,653	61,690,405	62,147,936
SALES TAXES USED FOR O & M COSTS	30,453,293	34,262,997	38,278,688	42,672,641
FIXED COST PAYMENTS (% PAID BY SALES TAX)	0	0	0	0
SUBSEQUENT CUSTOMER DIFFERENTIAL	1,197,321	1,209,294	1,221,387	1,233,601
SALES TAXES USED FOR CONSTRUCTION AND BOND PAYMENTS	11,132,022	8,154,024	4,986,673	1,458,027
INTEREST INCOME	6,839,684	7,119,396	7,310,263	7,403,269
OTHER INCOME	0	0	0	0
<b>TOTAL REVENUE</b>	<b>110,399,781</b>	<b>111,979,364</b>	<b>113,487,416</b>	<b>114,915,474</b>
<b>OPERATING EXPENDITURES</b>				
WATER PURCHASES (4% ANNUAL RATE INCREASES)	77,749,816	81,454,557	85,359,963	89,431,219
20% CREDIT THRU SEP 2004	0	0	0	0
5 YEAR CAPITAL PLAN MAJOR REPAIRS	1,489,564	1,519,355	1,549,742	1,580,737
OTHER OPERATING EXPENSES (EXCL BOND INTEREST/DEPRC)	17,927,114	18,823,470	19,764,644	20,752,876
REVENUE BOND PRINCIPAL AND INTEREST COSTS	0	0	0	0
G.O. BOND PRINCIPAL AND INTEREST COSTS	0	0	0	0
CAPITAL EQUIPMENT	166,044	174,346	183,063	192,216
<b>TOTAL OPERATING EXPENDITURES</b>	<b>97,332,538</b>	<b>101,971,728</b>	<b>106,857,412</b>	<b>111,957,048</b>
5 YEAR CAPITAL PLAN NEW CONSTRUCTION	4,093,851	4,175,728	4,259,243	4,344,428
5 YEAR CONSTRUCTION PLAN (DELAY)-CATCH-UP	0	0	0	0
NEW CUSTOMERS & OTHER MINOR RELATED OUTLAYS	832,536	865,837	900,470	936,489
WATER QUALITY LOANS	(500,000)	(500,000)	(500,000)	(500,000)
<b>TOTAL CASH OUTLAYS AND COMMITMENTS</b>	<b>101,758,925</b>	<b>106,513,293</b>	<b>111,517,125</b>	<b>116,737,965</b>
<b>NET TRANSACTIONS</b>	<b>8,640,856</b>	<b>5,466,071</b>	<b>1,970,291</b>	<b>(1,822,491)</b>
UNRESTRICTED NET ASSETS - BEGINNING	139,516,230	148,157,086	153,623,157	155,593,448
CONVERTED (TO) - FROM RESTRICTED OR CAPITAL NET ASSETS	0	0	0	0
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>148,157,086</b>	<b>153,623,157</b>	<b>155,593,448</b>	<b>153,770,957</b>
<b>HELD FOR EMERGENCY REPAIRS-TARGET (1)</b>	<b>42,400,000</b>	<b>43,700,000</b>	<b>45,000,000</b>	<b>46,400,000</b>
O&M RATE STABILIZATION RESERVE	0	0	0	0
CONSTRUCTION RESERVE	105,757,086	109,923,157	110,593,448	107,370,957
<b>UNRESTRICTED NET ASSETS - ENDING</b>	<b>148,157,086</b>	<b>153,623,157</b>	<b>155,593,448</b>	<b>153,770,957</b>
<b>O &amp; M RATE</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>
<b>FIXED COST RATE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL RATE</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>	<b>1.65</b>

(1) TO MAX OF 50,000,000