



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, DECEMBER 14, 2006
7:30 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
 - Regular Meeting of November 9, 2006
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the November 9, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Report – November 2006
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the November 2006 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Committee of the Whole
 1. Report of 12/14/06 Committee of the Whole Meeting
 2. Actions on Items Listed on 12/14/06 Committee of the Whole Agenda
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

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.

RECOMMENDED MOTION: To declare that it is the Policy of the Commission to maintain unrestricted reserves equal to one year's operating budget excluding approved five year capital improvement projects (Voice Vote).

RECOMMENDED MOTION: To declare that it is the Policy of the Commission to reduce water rates to obtain the level of reserves consistent with the reserve policy (Voice Vote).

RECOMMENDED MOTION: To declare that it is the Policy of the Commission to not defease the outstanding General Obligation or Revenue Bonds (Voice Vote).

RECOMMENDED MOTION: To direct staff to prepare the Capital Improvement Plan and FY 07/08 Management Budget based upon a combined average Charter Customer water rate of \$1.30 per 1,000 gallons to be maintained, circumstances permitting, for a period of five years (Voice Vote).

B. Administration Committee

- No committee meeting

C. Engineering & Construction Committee

- No committee meeting

D. Finance Committee

- No committee meeting

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-45-06: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

- B. Resolution No. R-52-06: A Resolution Amending Resolution No. R-27-06, being "A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services"

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

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

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

- A. Resolution No. R-46-06: A Resolution Approving a Second Amendment to Task Order No. 11 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.

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

- B. Resolution No. R-47-06: A Resolution Approving a Second Amendment to Task Order No. 18 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.

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

- C. Resolution No. R-48-06: A Resolution Approving a First Amendment to Task Order No. 21 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.

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

- D. Resolution No. R-49-06: A Resolution Approving and Ratifying Certain Contract Change Orders at the December 14, 2006, DuPage Water Commission Meeting

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

- E. Resolution No. R-50-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the December 14, 2006, DuPage Water Commission Meeting

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

- F. Resolution No. R-51-06: A Resolution Amending Quick Response Electrical Contract (QRE-2/04)

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

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

X. Old Business

- A. Summary of Action Taken Since Previous Meeting
- B. Draft Chicago Intergovernmental Agreement

XI. New Business

XII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$4,077.80 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, NOVEMBER 9, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Vice Chairman Mueller at 7:30 P.M.

Commissioners in attendance: E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Commissioners Absent: T. Feltes, W. Maio, and L. Rathje

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

PUBLIC COMMENTS

Richard Furstenau, Naperville City Councilman, offered the following suggestions for the use of Commission reserves:

- Payoff the outstanding general obligation bonds
- Return the revenue monies back to the customers

Mr. Furstenau further stated that he did not want to see these funds being used for anything other than water-related purposes.

APPROVAL OF MINUTES

Commissioner Hartwig moved to approve the Minutes of the October 12, 2006 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the October 12, 2006 Executive Session of the DuPage Water Commission. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of October 2006 which showed receipts of \$7,353,593.00, disbursements of \$4,394,497.00, and a cash and investment balance of \$140,735,106.00.

Commissioner Chaplin moved to accept the October 2006 Treasurer's Report. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

Minutes of the 11/9/06 Meeting

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

No meeting

Engineering & Construction Committee – Reported by Commissioner Wilcox

Commissioner Wilcox reported that the Engineering Committee discussed and recommended for approval Resolution Nos. R-38-06, R-40-06, and R-41-06.

Finance Committee – Reported by Commissioner Poole

Commissioner Poole reported that the Finance Committee reviewed and recommended for approval the Accounts Payable. Commissioner Poole also noted that the Commission's unrestricted reserves are approximately \$100M.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

None

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: None

Absent: T. Feltes, W. Maio, and L. Rathje

Item 1: Resolution No. R-37-06: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the November 9, 2006, DuPage Water Commission Meeting—
“Super/Special Majority Omnibus Vote”

Minutes of the 11/9/06 Meeting

- Item 2: Resolution No. R-38-06: A Resolution Directing Advertisement for Bids on a Contract for the Replacement of Valve Stem Risers (Contract VSR-1/06)—“Super/Special Majority Omnibus Vote”
- Item 3: Resolution No. R-39-06: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Brunzell Associates, LTD. for Professional Engineering Services—“Super/Special Majority Omnibus Vote”
- Item 4: Resolution No. R-40-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the November 9, 2006, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”
- Item 5: Resolution No. R-41-06: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QRE-2/04 at the November 9, 2006, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”
- Item 6: Resolution No. R-42-06: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-3/06)—“Super/Special Majority Omnibus Vote”
- Item 7: Resolution No. R-43-06: A Resolution Approving and Authorizing the Execution of a Master Contract with EN Engineering, LLC for Professional Engineering Services—“Super/Special Majority Omnibus Vote”
- Item 8: Resolution No. R-44-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the November 9, 2006, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

OLD BUSINESS

General Manager Martin informed the Board that a meeting was held on October 30th with all of the customer utilities regarding the Commission's long-term financial plan. General Manager Martin also advised that staff will be providing its recommendations for the plan at the December meeting.

Commissioner Wilcox moved to remove from the table the approval of Task Order No. 13 from Resolution No. R-30-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc., at the September 14, 2006, DuPage Water Commission Meeting, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

Minutes of the 11/9/06 Meeting

All voted aye. Motion carried.

After discovering that the Commissioners either had not received, or had not had an opportunity to review and analyze, the various legal opinions concerning Bensenville Park District's request to become a Subsequent Customer of the Commission, it was the consensus of the Commissioners to defer action on the Park District's request until such opinions could be thoroughly evaluated and the General Manager verified whether reports that the Park District would be withdrawing its request were true.

Commissioner Hartwig moved to table the approval of Task Order No. 13 from Resolution No. R-30-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc., at the September 14, 2006, DuPage Water Commission Meeting, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

For the same reasons the approval of Task Order No. 13 was re-tabled, it was the consensus of the Board not to take any action on the proposed authorization of Virchow Krause & Company, LLP to estimate the Capital Cost Recovery Charge for Bensenville Park District.

NEW BUSINESS

None

ACCOUNTS PAYABLE

Commissioner Ferraro moved to approve the Accounts Payable in the amount of \$7,251.13 subject to submission of all contractually required documentation. Seconded by Commissioner Vrdolyak and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and W. Mueller

Nays: None

Absent: T. Feltes, W. Maio, and L. Rathje

EXECUTIVE SESSION

None

Minutes of the 11/9/06 Meeting

Commissioner Chaplin moved to adjourn the meeting at 7:45 P.M. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0611.doc

DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
NOVEMBER 30, 2006

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
WATER SALES	\$ 3,488,095	3,532,337	(44,242)	28,261,504	32,340,929	(4,079,425)
SALES TAX	3,136,292	3,085,542	50,750	21,344,401	19,644,522	1,699,879
INVESTMENT INCOME	298,010	226,583	71,427	3,522,837	2,710,279	812,558
OTHER INCOME	132	-	132	132	210	(78)
TOTAL REVENUE	6,922,529	6,844,462	78,067	53,128,874	54,695,940	(1,567,066)
EXPENDITURES						
PERSONAL SERVICES	261,454	269,993	(8,539)	1,659,242	1,833,614	(174,372)
PROFESSIONAL SERVICES	4,789	-	4,789	109,094	31,431	77,663
CONTRACTUAL SERVICES	19,568	60,375	(40,807)	270,164	301,989	(31,825)
INSURANCE	638,477	603,480	34,997	673,129	616,715	56,414
WATER SUPPLY COSTS	3,922,756	4,181,471	(258,715)	31,195,215	32,083,979	(888,764)
BOND PRINCIPAL & INTEREST EXPENSE	2,800,094	3,006,969	(206,875)	16,078,513	18,493,319	(2,414,806)
LAND AND RIGHT OF WAY	-	-	-	100	-	100
CAPITAL EQUIPMENT PURCHASES	-	219,804	(219,804)	50,358	1,675,567	(1,625,209)
TOTAL EXPENDITURES	7,647,138	8,342,092	(694,954)	50,035,815	55,036,614	(5,000,799)
TRANSFER TO OTHER GOVERNMENTS	-	-	-	15,000,000	15,000,000	-
NET INCREASE / (DECREASE) IN FUNDS	(724,609)	(1,497,630)	773,021	3,093,059	(15,340,674)	3,433,733

FUNDS CONSIST OF:

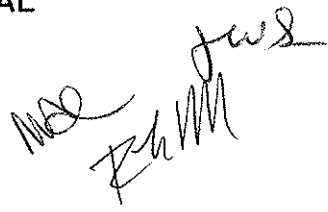
	NOVEMBER 30, 2006	NOVEMBER 30, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIALLOCK BOX	233,743	145,649	88,094
CASH AT HARRIS BANK	70,683	6,077	64,606
TOTAL CASH	312,752	160,052	152,700

	NOVEMBER 30, 2006	NOVEMBER 30, 2005	% CHANGE
ILLINOIS FUNDS MONEY MARKET	42.58%	14.96%	171.5%
ILLINOIS FUNDS PRIME FUND	18.90%	17.18%	4.9%
GOVERNMENT MONEY MARKET FUNDS	7.27%	0.01%	62804.7%
U. S. TREASURY INVESTMENTS	12.47%	11.31%	5.2%
U. S. AGENCY INVESTMENTS	0.00%	38.63%	-100.0%
CERTIFICATES OF DEPOSIT	18.78%	17.91%	0.0%
TOTAL INVESTMENTS	100.00%	100.00%	-12.6%
TOTAL FUNDS	141,452,546	148,121,484	(6,668,938)

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Instrumentation & Remote Facilities
ITEM	A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-45-06	APPROVAL	
Account Number: N/A			
<p>Resolution No. R-45-06 is a Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission. The Resolution authorizes the General Manager to dispose of the instrumentation assets listed on Exhibit A to the Resolution because these assets are no longer useful to the Commission.</p>			
MOTION: To approve Resolution No. R-45-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-45-06

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk


Board\Resolutions\R-45-06.doc

EXHIBIT A

<u>Quantity</u>	<u>DWC Inventory #</u>	<u>Description (Defective Items)</u>	<u>Date Purchased</u>
1	383	SINGLE LINE BLACK WALL PHONE	06/01/91
1	1192	17" MONITOR	07/18/98
1	1274	AOC 9GLRS 19" MONITOR	04/18/01
1	1292	HP DESKJET PRINTER 1220cxi	12/15/00

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Amending Resolution No. R-27-06, being "A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services" Resolution No. R-52-06	APPROVAL	
<p>Account Number: 01-60-6280</p> <p>Pursuant to Resolution No. R-27-06, the Commission retained C. Semrad & Associates to provide, at a total cost not to exceed \$20,000, human resources training and consulting services as needed from time to time in connection with Commission operations. Staff is requesting to increase the not-to-exceed cost limit on the services of C. Semrad & Associates so that additional training and consulting can be provided in connection with the Commission's human resources. Resolution No. R-52-06 would authorize staff to request such services from time to time, subject to a maximum total expenditure of \$30,000 in Fiscal Year 2006-2007.</p> <p>The original budget did not take into account the need to conduct two supervisor training sessions for each workshop, which became necessary due to the around the clock operation of the Commission. Further, management does not want to lose the momentum that has been established with the supervisor and the sensitivity training.</p>			
MOTION: To approve Resolution No. R-52-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-52-06

A RESOLUTION AMENDING RESOLUTION NO. R-27-06, BEING
"A RESOLUTION RETAINING C. SEMRAD & ASSOCIATES
FOR HUMAN RESOURCES TRAINING AND CONSULTING SERVICES"

WHEREAS, pursuant to Resolution No. R-27-06, being "A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services," the Commission retained C. Semrad & Associates to provide, at a total cost not to exceed \$20,000, human resources training and consulting services as needed from time to time in connection with Commission operations ("Resolution No. R-27-06"); and

WHEREAS, the Commission desires to increase the not-to-exceed cost limit on the services of C. Semrad & Associates so that additional training and consulting can be provided in connection with the Commission's human resources;

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

SECTION ONE: Effective as of the effective date of this Resolution, Section One of Resolution No. R-27-06 shall be, and it hereby is, amended in its entirety so that said Section One shall hereafter be and read as follows:

"SECTION ONE: The DuPage Water Commission hereby retains C. Semrad & Associates to provide, at a total cost not to exceed \$30,000, human resources training and consulting services as needed from time to time in connection with Commission operations during Fiscal Year 2006-2007."

Resolution R-52-06

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2006.

Chairman


ATTEST:

Clerk

Board/Resolutions/R-52-06.doc

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving a Second Amendment to Task Order No. 11 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. Resolution No. R-46-06	APPROVAL	
Account Number: WF- 01-60-7915			
<p>The Commission entered into a master agreement with Alvord, Burdick & Howson, L.L.C. dated April 13, 2000, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>The Commission approved Task Order No. 11 for the design and bidding services in connection with the Contract TIB Inner Belt Transmission Main pursuant to Resolution No. R-25-02 adopted on July 10, 2002. A First Amendment to Task Order No. 11 was approved by Resolution No. R-40-03 on October 8, 2003 to include construction services.</p> <p>The Second Amendment to Task Order No. 11 would further amend Task Order No. 11 to increase the construction period to 906 days from the original 627 days. The Second Amendment would also increase the not-to-exceed cost of Construction Services by \$200,000 to \$1,242,000 due to additional construction time by the contractor. Finally, this Amendment would decrease the not-to-exceed cost of Outside Support Services by \$100,000 to \$340,000.</p>			
MOTION: To approve Resolution No. R-46-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-46-06

A RESOLUTION APPROVING A SECOND AMENDMENT TO
TASK ORDER NO. 11 UNDER THE MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Agreement"); and

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

WHEREAS, pursuant to Resolution No. R-25-02, adopted on July 10, 2002, the Commission approved Task Order No. 11 to the Master Agreement for design and bidding services in connection with the Contract TIB Inner Belt Transmission Main; and

WHEREAS, pursuant to Resolution No. R-40-03, adopted on October 8, 2003, the Commission approved a First Amendment to Task Order No. 11 to the Master Agreement to add construction services to the scope of services; and

WHEREAS, the Commission and the Engineers desire to further amend Task Order No. 11 to the Master Agreement to extend the time for completion and to modify the not to exceed costs for Construction Services and Outside Support 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 Second Amendment to Task Order No. 11 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 11 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 _____, 2006.

Chairman

ATTEST:

Clerk

Resolution No. R-46-06

EXHIBIT 1

SECOND AMENDMENT TO TASK ORDER NO. 11

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick and Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree to amend, effective as of December 15, 2006, Task Order No. 11 to the Agreement for the Contract TIB-1 Project, as previously amended by a First Amendment dated as of October 8, 2003 (collectively, "Task Order No. 11"), as follows:

1. Approximate Construction Period

Section 4, entitled "Approximate Construction Period," shall be, and it hereby is, further amended by deleting the words "2003-2005 (627 days)" from said Section 4 and substituting the following approximate construction period in its place:

"2003-2006 (906 days)"

2. Not to Exceed Costs

Section 6, entitled "Not to Exceed Costs," shall be, and it hereby is, amended by (a) deleting the words "\$1,042,000" and the footnoted text from the Not to Exceed Cost for Construction Services in said Section 6 and substituting the dollar amount of "\$1,242,000" in its place; and (b) deleting the dollar amount of "\$440,000" from the Not to Exceed Cost for Outside Support Services in said Section 6 and substituting the dollar amount "\$340,000" in its place.

In all other respects, Task Order No. 11 to the Agreement shall remain in full force and effect, and Task Order No. 11 to the Agreement shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

BY: _____

Robert L. Martin
General Manager


Alvord Burdick & Howson, L.L.C.
By Donohue & Associates, Inc., Sole Member

BY: _____

Larry E. Teunissen, President

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving a Second Amendment to Task Order No. 18 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. Resolution No. R-47-06	APPROVAL	
<p>Account Number: 01-60-6280</p> <p>The Commission entered into a master agreement with Alvord, Burdick & Howson, L.L.C. dated April 13, 2000, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>The Commission approved Task Order No. 18 for the Hydraulic Model Verification project pursuant to Resolution No. R-26-04 adopted on May 13, 2004. A First Amendment to Task Order No. 18 was approved by Resolution No. R-45-05 on July 14, 2005 to modify the not-to-exceed limitation on the cost of the work by \$20,000.</p> <p>Resolution No. R-47-06 would approve a Second Amendment to Task Order No. 18 to modify the not-to-exceed limitation on the cost of the work by \$5,000.00.</p>			
MOTION: To approve Resolution No. R-47-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-47-06

A RESOLUTION APPROVING A SECOND AMENDMENT TO
TASK ORDER NO. 18 UNDER THE MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Agreement"); and

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

WHEREAS, pursuant to Resolution No. R-26-04, adopted on May 13, 2004, the Commission approved Task Order No. 18 to the Master Agreement for the Hydraulic Model Verification project; and

WHEREAS, pursuant to Resolution No. R-45-05, adopted on July 14, 2005, the Commission approved a First Amendment to Task Order No. 18 to the Master Agreement to modify the not-to-exceed limitation on the cost of the work; and

WHEREAS, the Commission and the Engineers desire to further amend Task Order No. 18 to the Master Agreement to modify the not-to-exceed limitation on the cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were

not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Engineers have approved the Second Amendment to Task Order No. 18 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The Second Amendment to Task Order No. 18 attached hereto as Exhibit 1 shall be and hereby is approved.

Resolution No. R-47-06

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 _____, 2006.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-47-06.doc

Resolution No. R-47-06

EXHIBIT 1

**SECOND AMENDMENT TO
TASK ORDER NO. 18**

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree to amend, effective as of December 15, 2006, Task Order No. 18 to the Agreement for the Hydraulic Model Verification project, as previously amended by a First Amendment dated as of July 14, 2005 (collectively, "Task Order No. 18") as follows:

1. Not to Exceed Costs:

Section 6, entitled "Not to Exceed Costs," of Task Order No. 18 shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

"6. Not to Exceed Costs:

\$77,400.00"

In all other respects, Task Order No. 18 to the Agreement shall remain in full force and effect, and Task Order No. 18 to the Agreement shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION


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

Alvord, Burdick & Howson, L.L.C.
By Donohue & Associates, Inc., Sole member

By: _____
Larry E. Teunissen, President

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving a First Amendment to Task Order No. 21 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. Resolution No. R-48-06	APPROVAL	
<p>Account Number: 01-60-6632</p> <p>The Commission entered into a master agreement with Alvord, Burdick & Howson, L.L.C. dated April 13, 2000, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>The Commission approved Task Order No. 21 for the TW-2 Stray Current Mitigation project pursuant to Resolution No. R-38-05 adopted on July 14, 2005.</p> <p>Resolution No. R-48-06 would approve a First Amendment to Task Order No. 21 to increase the not-to-exceed limitation on the cost of the work by \$10,000.00.</p>			
MOTION: To approve Resolution No. R-48-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-48-06

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 21 UNDER THE MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Agreement"); and

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

WHEREAS, pursuant to Resolution No. R-38-05, adopted on July 14, 2005, the Commission approved Task Order No. 21 to the Master Agreement for the TW-2 Stray Current Mitigation project; and

WHEREAS, the Commission and the Engineers desire to amend Task Order No. 21 to the Master Agreement to modify the not-to-exceed limitation on the cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Engineers have approved the First Amendment to Task Order No. 21 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. 21 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2006.

Chairman

ATTEST:

Clerk

Resolution No. R-48-06

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 21**

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree to amend, effective as of December 15, 2006, Task Order No. 21 to the Agreement for the TW-2 Stray Current Mitigation project ("Task Order No. 21") as follows:

1. Not to Exceed Costs:

Section 6, entitled "Not to Exceed Costs," of Task Order No. 21 shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

"6. Not to Exceed Costs:

\$30,000.00"

In all other respects, Task Order No. 21 to the Agreement shall remain in full force and effect, and Task Order No. 21 to the Agreement shall be binding on both parties as hereinabove amended.

DuPAGE WATER COMMISSION


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

Alvord, Burdick & Howson, L.L.C.
By Donohue & Associates, Inc., Sole Member

By: _____
Larry E. Teunissen, President

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the December 14, 2006, DuPage Water Commission Meeting Resolution No. R-49-06	APPROVAL	
<p>Account Number: 01-60-62-80</p> <p>Resolution No. R-49-06 would approve the following Change Orders:</p> <p>Change Order No. 1 to Contract BOV-2 (Blow Off Valve Improvements to 90" Transmission Main). Change Order No. 1 is a Contract Balancing Change Order and would authorize final payment to the Contractor for all unit price items incorporated into the Work, including all amounts being held as retention under the Contract.</p>			
<p>MOTION: To approve Resolution No. R-49-06.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-49-06

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
DECEMBER 14, 2006, DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk

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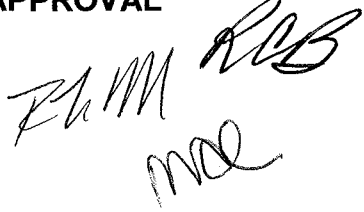
Exhibit 1

Resolution No. R-49-06

1. Change Order No.1 to Contract BOV-2 (Blow Off Valve Improvements to 90" Transmission Main) for a net reduction of \$506,822.50.

DATE: December 7, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction / Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the December 14, 2006, DuPage Water Commission Meeting Resolution No. R-50-06	APPROVAL	
Account No.: 01-60-7910			
<p>The Commission entered into a master contract with Greeley and Hansen LLC dated August 10, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-50-06 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 04: Electrical Safety Requirements for Employees</p> <p>29 CFR Part 1910, Subparts I and S set forth OSHA requirements and criteria for employee electrical safety requirements at Commission facilities. The National Fire Protection Association (NFPA), as the author of the consensus standard NFPA 70E, provides the direction for OSHA compliance. Greeley and Hansen LLC will inspect Commission facilities and perform Shock & Flash Hazard analyses; assess employee exposures and develop approach boundaries; evaluate existing policies and personnel protective equipment; perform benchmark analysis of other utilities to assist in determination of employee qualifications; and assist in development of safety plans and energized work permit systems.</p> <p>The cost of this Task Order is not to exceed \$79,231.00.</p>			
MOTION: To approve Resolution No. R-50-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-50-06

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH GREELEY AND HANSEN LLC AT THE
DECEMBER 14, 2006, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master

Resolution No. R-50-06

Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 4

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Greeley and Hansen LLC ("Consultant"), for Professional Engineering Services dated August 10, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Electrical Safety Requirements for Employees

2. **Services of Consultant:**

A. Perform Short Circuit and Protective Curve Coordination Study and Arc Flash Analysis at DuPage Water Commission facilities as follows:

1. Collect data and drawings on existing facilities;
2. Contact Commonwealth Edison to determine short circuit current on electrical services;
3. Perform analyses using computerized modeling software;
4. Meet with Commission staff;
5. Provide preliminary and final reports; and
6. Provide required labeling for electrical equipment.

B. Review existing Commission policy regarding electrical safety and assist in the development of enhanced safety policies and safe work practices.

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

None

4. **Commencement Date:**

December 15, 2006

5. **Completion Date:**

March 15, 2007

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Stephen Palac, P.E., Principal, Greeley and Hansen

Dan Dragan, P.E., Project Manager, Greeley and Hansen

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Personnel Expense times a factor of 2.2 for Greeley and Hansen personnel and 2.18 for subconsultant personnel, for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$79,231.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Personnel Expense shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is December 15, 2006.

DUPAGE WATER COMMISSION

BY:

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Facilities Construction Supervisor / Safety Coordinator

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

GREELEY AND HANSEN LLC

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen H. Palac, P.E.

Title: Principal

Address: Greeley and Hansen, 100 South Wacker Drive, Suite 1400, Chicago, Illinois
60606-4004

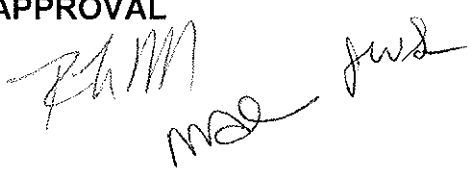
E-mail Address: spalac@greeley-hansen.com

Phone: 312.578.2424

Fax: 312.578.1006

DATE: December 8, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/Remote Facilities
ITEM	A Resolution Amending Quick Response Electrical Contract QRE-2/04 Resolution No. R-51-06	APPROVAL	
Account Number: Account Number: 01-60-6621 and 01-60-6633			
<p>The Commission entered into certain agreements dated January 4, 2005, with U.S. Electric, LLC and Divane Bros. Electric Co. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-2/04). Contract QRE-2/04 expires December 31, 2006, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment.</p> <p>Pursuant to Resolution No. R-42-06, the Commission advertised for bids for the new quick response electrical work contract, Contract QRE-3/06, and, on November 30, 2006, five bids were received. In order to allow more time for the Commission to evaluate the bids received for Contract QRE-3/06, Resolution No. R-51-06 would authorize a 60 day extension of the Contract QRE-2/04 Quick Response Electrical Contract with Divane Bros. Electric Co., U.S. Electric, LLC having gone out of business.</p>			
MOTION: To approve Resolution No. R-51-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-51-06

A RESOLUTION AMENDING
QUICK RESPONSE ELECTRICAL CONTRACT QRE-2/04

WHEREAS, pursuant to Resolution No. R-76-04, the Commission entered into a certain agreement dated January 4, 2005, with Divane Bros. Electric Co. for quick response electrical work (the "Quick Response Electrical Contractor") for quick response electrical work related to the Commission's Waterworks System (the "Quick Response Electrical Contract"); and

WHEREAS, the Quick Response Electrical Contract is designed to allow the Commission to direct the Quick Response Electrical Contractor to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment; and

WHEREAS, the Quick Response Electrical Contract will expire on December 31, 2006; and

WHEREAS, to allow time for the Commission to evaluate the bids received for the new quick response electrical contract, Contract QRE-3/06, the Quick Response Electrical Contractor has agreed to extend the Quick Response Electrical Contract to March 1, 2007, at no increase in the time and materials rate multipliers or the prorated annual insurance and bond fees to be charged under the Quick Response Electrical Contract;

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: An Amendment to the Quick Response Electrical Contract in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby is approved; the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the Amendment were not reasonably foreseeable at the time Quick Response Electrical Contract was signed, the Amendment is germane to Quick Response Electrical Contract as signed, and/or the Amendment is in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute an Amendment to the Quick Response Electrical Contract in substantially the form attached hereto as Exhibit 1 upon receipt of a copy of the Amendment duly executed on behalf of the Quick Response Electrical Contractor.

SECTION FOUR: 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 _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT 1

FIRST AMENDMENT

DUPAGE WATER COMMISSION QUICK RESPONSE ELECTRICAL CONTRACT FOR THE DUPAGE WATER COMMISSION WATERWORKS SYSTEM

THIS FIRST AMENDMENT, dated as of December __, 2006, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126, a county water commission duly organized and existing under the provisions of 70 ILCS 3720/0.01 et seq., as amended, and Division 135 of Article 11 of the Illinois Municipal Code (the "Commission"), and Divane Bros. Electric Co., 2424 North 25th Avenue, Franklin Park, Illinois 60131, a Delaware corporation ("Contractor"),

WITNESSETH:

WHEREAS, pursuant to Resolution No. R-76-04, the Commission entered into a certain agreement dated January 4, 2005, with Contractor for quick response electrical work related to the Commission's Waterworks System (the "Contract"); and

WHEREAS, the Contract is designed to allow the Commission to direct Contractor to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment; and

WHEREAS, the Contract will expire on December 31, 2006; and

WHEREAS, to allow time for the Commission to evaluate the bids received for the new quick response electrical contract, Contract QRE-3/06, the Contractor has agreed to extend the Contract to March 1, 2007, at no increase in the time and materials rate multipliers or the prorated annual insurance and bond fees to be charged under the Contract;

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

1. Amendment. The Contract shall be and it hereby is amended to extend the December 31, 2006, completion date to March 1, 2007, at no increase in the time and materials rate multipliers or the prorated annual insurance and bond fees to be charged under the Contract, by (a) deleting the date "December 31, 2006" in Section 4 of the Invitation for Bids and in Section 3.1 of the Contract Agreement and substituting the date "March 1, 2007" in its place and (b) adding the following sentence to the end of Section 2.1 of the Contract Agreement:

"In the event the term of this Contract Agreement is extended for less than a full year, the Commission shall pay the Contractor that proportion of the yearly bond and insurance fees set forth in Contractor's Proposal which the number of months in the extension bears to 12."

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

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers as of the day and year first written above.

DUPAGE WATER COMMISSION

By: _____
Robert L Martin
General Manager

DIVANE BROS. ELECTRIC CO.


By: _____
Name: _____
Title: _____



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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

DATE: December 8, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. I have been asked by the DuPage Mayors and Managers to represent the DuPage municipalities on the Chicago Metropolitan Agency for Planning (CMAP) on the recently created Regional Water Supply Planning Group (RWSPG). The RWSPG is the organization that was formed as a result of the NIPC Water Supply Task Force which I was a member of the last couple of years.

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF
ELECTRICAL GENERATION FACILITIES AND OTHER CAPITAL
IMPROVEMENTS AT THE LEXINGTON PUMPING STATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the CITY OF CHICAGO, a municipal corporation created and existing under the laws of the State of Illinois (the "City"), acting by and through its Department of Water Management (the "Department").

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.), and the Water Commission Act of 1985 (70 ILCS 3720/0.01 et seq.), for the purposes of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the "Waterworks System"); and

WHEREAS, the Commission has entered into a Water Supply Contract with the City dated March 19, 1984, to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the "Chicago Contract"); and

WHEREAS, pursuant to the Chicago Contract, the Commission constructed certain interconnection facilities between the Commission's Waterworks System and the City's existing water supply system, including a 12-foot diameter tunnel to connect to

the City's water tunnel system at its Central Park Avenue Pumping Station and extending westward to approximately the City of Chicago's western limits (the "Tunnel"), and (ii) a 220 million gallon per day (mgd) pumping station, that contains a 30 million gallon reservoir, at the terminus of the Tunnel near the intersection of Central Avenue and the Eisenhower Expressway (the "Lexington Pumping Station"); and

WHEREAS, the Chicago Contract assigns responsibility for the operation and maintenance of the City-owned Lexington Pumping Station to the City; and

WHEREAS, the Chicago Contract further specifies that the Commission and the City shall share equally in the cost of operating and maintaining the Lexington Pumping Station except that the Commission pays a portion of the electrical costs (depending upon water levels in the Tunnel); and

WHEREAS, the Commission's Vulnerability Assessment identifies the lack of backup generation as the greatest vulnerability facing the Commission; and

WHEREAS, the Commission and the City have determined that it is desirable to enhance the level of maintenance and install electrical generation facilities at the Lexington Pumping Station; and

WHEREAS, it is in the best interest of the Commission and the City to set forth in this Agreement their understandings concerning the construction, operation, and maintenance of electrical generation facilities and other capital improvements at the Lexington Pumping Station; and

WHEREAS, pursuant to the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental

Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the City are authorized to enter into this Agreement;

NOW, THEREFORE, it is agreed by and between the Commission and the City as follows:

SECTION 1. PREAMBLES

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

SECTION 2. OPERATION AND MAINTENANCE OF THE LEXINGTON PUMPING STATION

A. Pursuant to the Chicago Contract, the City shall be responsible for the operation and maintenance of the Lexington Pumping Station.

B. The Commission has no objection to the possible remote operation by the City of the Lexington Pumping Station upon upgrading or improving the City's Supervisory Control and Data Acquisition (SCADA) System for the Lexington Pumping Station. The City shall be under no obligation to upgrade or improve the City's SCADA System for the Lexington Pumping Station. In the event the City does upgrade or improve the City's SCADA System for the Lexington Pumping Station, the City shall ensure that the City's upgraded or improved SCADA System for the Lexington Pumping Station is integrated with the Commission's SCADA System to at least the same degree as the City's existing SCADA System for the Lexington Pumping Station is currently integrated with the Commission's SCADA System.

C. The City shall provide the Commission with "read-only" access to the City's Computerized Maintenance Management System (but only upon the installation of said system) or, in the alternative, shall provide the Commission with monthly reports

generated by that system upon its installation. The City shall be under no obligation to install said Computerized Maintenance Management System.

D. The Commission shall notify the City operators at the Lexington Pumping Station a minimum of one hour prior to any request by the Commission for a change in pump operation.

E. The City shall maintain the Lexington Pumping Station, including without limitation the electrical generation facilities and other capital improvements hereinafter provided for, in good repair and working order and shall regularly and systematically perform such maintenance or repair as may be necessary to preserve or restore the ability of the Lexington Pumping Station to deliver water and function reliably as originally designed. The City will promptly perform all duties with respect to the Lexington Pumping Station as may be required by this Agreement, by the Chicago Contract, and by all other applicable laws.

F. On a monthly basis, the Commission and the City shall jointly inspect the Lexington Pumping Station, which inspection shall include, at a minimum, the items identified on the checklist attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A-1. The General Manager of the Commission (the "General Manager") and the Commissioner of the Department (the "Commissioner") shall jointly prepare a monthly inspection report (each a "Monthly Report"), in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A-2, summarizing any agreement between the Commission and the Department concerning the results of the inspection and the

General Manager's and the Commissioner's agreed-upon joint recommendations (if any) for additional maintenance, repairs, corrections, or capital improvements.

G. For each capital improvement project identified in a Monthly Report that exceeds the sum of \$100,000.00, as reasonably estimated by the General Manager and the Commissioner (the "Joint Estimate"), where funds greater than or equal to the Joint Estimate are available to the Commission to be expended (each an "Improvement Project"), the Improvement Project shall be delineated and described in a Task Order executed by the Commission and the Department (a "Task Order"), which Task Order shall provide for the design, construction, and operation of the Improvement Project in accordance with Section 4 of this Agreement. Said Task Order shall be in substantially the same form as Exhibit B attached hereto and by this reference incorporated herein and made a part hereof.

H. The Commission and the City shall share equally in the aggregate costs of the Improvement Projects except as otherwise provided in this Agreement or a Task Order for a particular Improvement Project; provided, however, that neither party's share (as determined pursuant to this Agreement) of the aggregate costs of the Improvement Projects shall exceed \$15,000,000.00 without an amendment to this Agreement approved by the Board of Commissioners of the DuPage Water Commission and by the City Council of the City. The "Electrical Generation Facilities" as defined and provided for in Section 3 of this Agreement shall be deemed to be an Improvement Project for purposes of this limitation on aggregate costs.

SECTION 3. CONSTRUCTION AND OPERATION OF THE ELECTRICAL GENERATION FACILITIES

A. For purposes of this Agreement, "Electrical Generation Facilities" shall mean a facility to provide on-site standby electrical generation at Lexington Pumping Station to provide 2020 average day flow to the Commission and shall include the following:

- (i) Four 200kW diesel-fueled generators.
- (ii) Modified 4.71kW switchgear, including the addition of a breaker section on each side of the switchgear to accommodate two new circuit breakers.
- (iii) Replacement of the two existing Variable Frequency Drives.
- (iv) ComEd Paralleling (Plan C).
- (v) Solar Photovoltaic System on top of the 30 million gallon reservoir portion of the Lexington Pumping Station (the "Solar Photovoltaic System").
- (vi) Such other equipment and appurtenances as may be necessary for the operation and construction of the foregoing in conformance with the approved design plans therefor.

B. The Electrical Generation Facilities shall be located at a site selected, acquired, and owned by the City (the "Electrical Generation Facilities Site"). The Electrical Generation Facilities Site shall be subject to the review and approval of the General Manager.

C. The Commission and the City shall share equally in the cost of designing the Electrical Generation Facilities, subject to the limitations set forth in Section 3F of this Agreement. The Commission shall be the contracting party with the design engineer and will administer the design contract for the benefit of both the Commission and the City.

The Commission's standard design contract shall be used and, if the design contract includes other work, the cost of the Electrical Generation Facilities shall be separately identified in the design contract. In addition, the design cost of the two replacement Variable Frequency Drives and the design cost of the Solar Photovoltaic System shall be separately identified in the design contract. The design contract shall contain the terms and conditions set forth on Exhibit C attached hereto and by this reference incorporated herein and made part hereof. The City shall be solely responsible for monitoring and enforcing compliance with Exhibit C; provided, however, that the Commission shall retain such contract amounts as the City may direct in writing are necessary to enforce compliance with Exhibit C.

The engineering design, plans, and specifications for the Electrical Generation Facilities shall incorporate the design criteria, standards, and base technical specifications and details provided by the City, as such design criteria, standards, and base technical specifications and details provided by the City may be supplemented with additional technical specifications as may be required for the Electrical Generation Facilities. 30%, 60%, 90%, and 100% final engineering design, plans, and specifications for the Electrical Generation Facilities shall be submitted to the City for review and approval by the Commissioner. The Commission shall further consult with the City when requested: (i) to keep the City advised as to the progress of the design work, (ii) to address issues of mutual concern regarding the details of such design work, and (iii) to allow the City to make timely use of its rights pursuant to Section 3L of this Agreement.

The final design of the Electrical Generation Facilities shall be subject to the review and approval of both the General Manager and the Commissioner. Such approval shall occur prior to the expenditure of any funds pursuant to Section 3D of this Agreement.

D. The Commission and the City shall share equally in the cost of constructing the Electrical Generation Facilities, subject to the limitations set forth in Section 3F of this Agreement. The Commission shall solicit bids for the construction of the Electrical Generation Facilities, including all necessary equipment and appurtenances.

The Commission's standard form of bidding and construction contract documents shall be used and, if the bidding and construction contract documents include other work, the cost of the Electrical Generation Facilities shall be separately identified in the bidding and construction contract documents. In addition, the cost of the two replacement Variable Frequency Drives and the cost of the Solar Photovoltaic System shall be separately identified in the bidding and construction contract documents. The bidding and construction contract documents shall contain the terms and conditions set forth on Exhibit C attached hereto. The City shall be solely responsible for monitoring and enforcing compliance with Exhibit C; provided, however, that the Commission shall retain such contract amounts as the City may direct in writing are necessary to enforce compliance with Exhibit C.

The Commission agrees to solicit, award, and administer all contracts for the Electrical Generation Facilities in the best interest of both the Commission and the City and to consult with, and keep advised the City regarding the progress of the work and

any problems encountered or changes recommended. Both the Commission and the City must agree to the award of any contract for the construction of the Electrical Generation Facilities. Upon approval of both the Commission and the City, the Commission shall enter into a construction contract(s) with the selected contractor(s) for the construction of the Electrical Generation Facilities, and shall administer such construction contract(s) in conformance with this Agreement. It is understood that, although the City will not be a party to the construction contract(s), the City will be designated as a third party beneficiary of the construction contract(s), including but not limited to any insurance, indemnity, bond(s), guaranty, or warranty required by the construction contract(s), and the City, and its officers, agents, and employees, shall be named as additional insureds on the construction contractors' general liability insurance required by the construction contract(s) for the Electrical Generation Facilities. In addition, any change order, as well as final acceptance and approval of the completed Electrical Generation Facilities, shall be subject to the approval of both the Commission and the City. Neither the Commission nor the City shall be required to approve or accept any portion of the Electrical Generation Facilities until all portions of the Electrical Generation Facilities, including all punch list items, have been fully and properly completed.

E. The Electrical Generation Facilities shall be designed and constructed in accordance with a time schedule to be approved by the Commission and the City.

F. Except as otherwise provided in this Section 3F, the City shall reimburse the Commission for 50% of the actual cost incurred by the Commission in connection with: (i) the design (including feasibility and value engineering studies), bidding,

contracting, managing, and actual construction and installation of the Electrical Generation Facilities, including without limitation equipment required for the operation of the Electrical Generation Facilities and all administrative, financing, supervisory, inspection, engineering, consulting, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction and installation of the Electrical Generation Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction and installation of the Electrical Generation Facilities and in connection with the negotiation, preparation, consideration, and review of this Agreement, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

The City shall reimburse the Commission monthly for such fees, costs, and expenses through a 10% credit against Commission water purchases from the City under the Chicago Contract. Such credit shall be given by the City to the Commission within thirty (30) days after the date of City approval of such expenditures, which approval shall not be unreasonably withheld or delayed. Prior to and as a condition of the City's approval of expenditures, the Commission shall submit to the City an invoice from the Commission together with proper contractor's sworn statements, and partial or final waivers of lien, as may be appropriate.

The City's obligation to share equally in the cost of designing and constructing the Electrical Generation Facilities is subject to the limitation that the City's total share shall not exceed the sum of (a) 50% of the cost of designing and constructing the two

replacement Variable Frequency Drives, (b) \$4,000,000.00 plus 100% of the cost of designing and constructing the Solar Photovoltaic System over and above the sum of \$8,000,000.00, and (c) \$8,500,000.00, which amount represents the average generation cost per average daily pumping capacity at the pumping stations where the City has already constructed backup generation, as such amount is adjusted by the ENR Construction Index published by the *Engineering News Record*. In no case shall the City's portion of the costs of design and construction of the Electrical Generation Facilities exceed the limitation on aggregate costs set forth in Section 2H of this Agreement without an amendment hereto approved by the City Council of the City. The City shall reimburse the Commission solely through a 10% credit against Commission water purchases from the City under the Chicago Contract.

The Commission's obligation to share equally in the cost of designing and constructing the Electrical Generation Facilities is subject to the limitation that the Commission's total share shall not exceed the sum of (a) 50% of the cost of designing and constructing the two replacement Variable Frequency Drives, (b) \$4,000,000.00 of the cost of designing and constructing the Solar Photovoltaic System, and (c) \$8,500,000.00, as such amount is adjusted by the ENR Construction Index published by the *Engineering News Record*, plus 100% of the cost of designing and constructing the Electrical Generation Facilities (except for the Variable Frequency Drive Replacements and the Solar Photovoltaic System) over and above the sum of \$8,500,000.00, as adjusted as aforesaid. In no case shall the Commission's portion of the costs of design and construction of the Electrical Generation Facilities exceed the limitation on

aggregate costs set forth in Section 2H of this Agreement without an amendment hereto approved by the Board of Commissioners of the DuPage Water Commission.

G. Prior to the Commission's solicitation of bids for the construction of the Electrical Generation Facilities, the City, without charge to the Commission, shall: (i) present the Commission with adequate evidence of merchantable fee simple title to the Electrical Generation Facilities Site; and (ii) grant to the Commission, and its employees and contractors, all temporary construction easements, rights of entry, and rights of access necessary for the construction and installation of the Electrical Generation Facilities satisfactory to the Commission's attorneys, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the General Manager.

H. Upon acceptance and approval of the Electrical Generation Facilities by the City, ownership of the Electrical Generation Facilities and a bill of sale therefor shall be conveyed to the City.

Immediately following such conveyance, the City shall own and operate the Electrical Generation Facilities, the Electrical Generation Facilities shall become the sole and exclusive property of the City, and the City shall operate and maintain the Electrical Generation Facilities pursuant to the terms and conditions of the Chicago Contract and this Agreement, and the Commission shall have no obligation or duty with respect thereto except as otherwise provided in the Chicago Contract for the Commission's share of operation and maintenance costs.

I. Once the Electrical Generation Facilities become operational, the Electrical Generation Facilities shall be placed into operation by the City on a monthly

basis, or more frequently if required to maintain the integrity of the Electrical Generation Facilities.

J. The City hereby acknowledges and agrees that it shall have no claim against the Commission, its officers, agents, employees, or engineers with respect to the design or location of the Electrical Generation Facilities. The Commission shall indemnify, save harmless and defend the City from all damages, costs or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the negligent acts or omissions of the Commission or its authorized agents, servants, employees or contractors in the installation and construction of the Electrical Generation Facilities where such acts or omissions occur before transfer of ownership of the Electrical Generation Facilities pursuant to Section 3H of this Agreement. The City shall indemnify, save harmless, and defend the Commission from all damages, costs or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the negligent acts or omissions of the City or its authorized agents, servants, employees or contractors in the operation and maintenance of the Electrical Generation Facilities where such acts or omissions occur after transfer of ownership of the Electrical Generation Facilities pursuant to Section 3H of this Agreement.

K. The Commission shall be responsible for obtaining all approvals and permits for the design, installation, and construction of the Electrical Generation Facilities, including but not limited to the approval of the United States Environmental Protection Agency and the Illinois Environmental Protection Agency. The City hereby

agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be necessary in order for the Commission to secure any permits required from any county, state, or federal agency, or that may be necessary to cause relocation of public utility facilities for or in connection with any and all work to be done by or on behalf of the Commission within the boundaries of the City of Chicago.

L. Either the General Manager or the Commissioner may cancel all or any portion of the design, installation, and construction of the Electrical Generation Facilities upon thirty (30) days advance written notice to the other, in any of the following situations:

- (i) In the event the City shall not have approved the final design of the Electrical Generation Facilities on or before December 1, 2007.
- (ii) In the event the property for the Electrical Generation Facilities Site is not acquired by the City, as provided in Section 3B of this Agreement, on or before June 1, 2007.
- (iii) In the event the Commission and the City are unable to agree on the award by the Commission of a contract(s) for the construction of the Electrical Generation Facilities on or before February 1, 2008.

Upon any such cancellation of work, this Agreement shall be void and of no effect with respect to the canceled work; provided, however, that the provisions of Sections Two, Four, and Five of this Agreement shall continue in full force and effect throughout the term of the Chicago Contract; and provided further, however, that the City shall remain responsible for 50% of all fees, costs, and expenses incurred or accrued by both the Commission and the City in connection with the Electrical Generation Facilities prior to such cancellation, subject to the terms hereof. In the event that, following service of notice of any such cancellation but before actual cancellation, the basis for such notice is corrected, the notice shall be considered void and of no

effect, and this Agreement shall continue in full force and effect with respect to all or any portion of the Electrical Generation Facilities that were the subject of such notice of cancellation.

SECTION 4. CONSTRUCTION AND OPERATION OF IMPROVEMENT PROJECTS

A. For each Improvement Project delineated and described in a Task Order issued pursuant to this Agreement, the Commission shall design and construct the Improvement Project. The City shall reimburse the Commission for 50% of all fees, costs, and expenses incurred or accrued by both the Commission and the City in connection with the Improvement Project except as otherwise provided in a Task Order for a particular Improvement Project, subject to (i) the same terms and conditions as are set forth in Section 3 of this Agreement for the Electrical Generation Facilities and (ii) the limitation on aggregate costs set forth in Section 2H of this Agreement.

B. All such Improvement Projects shall be constructed and installed in accordance with the terms and conditions contained in such Task Order and this Agreement. The Commissioner and the Commission shall agree on the Improvement Projects to be constructed and installed, the time for completion of the work, and any limitations on the Commission's and the City's obligation to share equally in the cost of designing and constructing the Improvement Projects to be constructed and installed. The terms and conditions set forth in this Agreement shall apply to each Task Order unless specifically modified in such Task Order as provided for in this Agreement. In the event of a conflict between this Agreement and a Task Order as provided for in this Agreement, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Agreement is amended by the Commission and the City,

such amendment shall apply to all Tasks Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. All notices required or permitted to be given under this Agreement 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 the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

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

City of Chicago
Department of Water Management
Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611
Attention: Commissioner

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Attention: Finance and Economic Development

The Commission and the City each shall have the right to change the address or addressee (or both) for all future notices to it, by providing notice in compliance with the requirements of this Section 5A, but no notice of a change of address shall be effective until actually received.

B. This Agreement shall be deemed to supplement but not to supplant the Chicago Contract. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Chicago Contract. The Commission and the City shall at all times comply with all terms and conditions of the Chicago Contract except as otherwise provided in this Agreement. Under no circumstances shall any dispute of any nature under this Agreement excuse, delay, or in any other way affect the Commission's or the City's performance under the Chicago Contract.

Notwithstanding anything to the contrary contained in the Chicago Contract, the Commission and the City expressly acknowledge and agree that the City shall not be entitled to payment or reimbursement from the Commission for the design, bidding, contracting, managing, and actual construction and installation of the Electrical Generation Facilities or other capital improvements provided by or pursuant to this Agreement.

C. The Commission and the City agree to cooperate in good faith throughout the term of this Agreement to implement the provisions set forth herein. The Commission and the City agree and acknowledge that further details regarding the construction and operation of the Electrical Generation Facilities and the other capital

improvements provided by or pursuant to this Agreement may be subject to a future agreement.

D. This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

E. Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council of the City on _____, 2007 and published at pages _____-_____ of the Journal of Proceedings of the City Council of that date. Execution of this Agreement by the Commission is authorized by Resolution/Ordinance No. **XX** adopted by the Board of Commissioners of the DuPage Water Commission on **XXX**, 2007. The Commission and the City each hereby represent and warrant to the other that (i) it has the authority to enter into and perform its obligations under this Agreement and any Task Order issued in accordance with this Agreement, (ii) the signing and delivery of this Agreement and of any Task Order issued in accordance with this Agreement, and the performance of its obligations under this Agreement and any such Task Order, have been duly authorized by all requisite corporate action, and (iii) that it has the full and complete right, power, and authority to enter into this Agreement and any Task Order issued in accordance with this Agreement and to agree to the terms, provisions, and conditions set forth herein and therein. The Commission and the City hereby further represent and warrant to each other, each for itself and no others, (1) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement and any Task Order issued in accordance with this Agreement have been taken and (2) that neither the execution of this Agreement, nor

any Task Order issued in accordance with this Agreement, nor the performance of the obligations assumed by the Commission or the City hereunder or thereunder will (a) result in a breach or default under any agreement to which the Commission or the City is a party or to which it is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Commission or the City is subject.

F. No course of dealing or failure of the Commission or the City to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

G. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

H. This Agreement shall be governed by and construed exclusively under the applicable laws of the State of Illinois, without regard to conflicts of law principles.

I. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

J. This Agreement sets forth the entire agreement of the Commission and the City with respect to enhanced maintenance and the construction, operation, and

maintenance of the Electrical Generation Facilities and other capital improvements at the Lexington Pumping Station, and there are no other understandings or agreements, oral or written, between the Commission and the City with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

K. In case any one or more of the provisions contained in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; provided, however, that if the remaining parts hereof may not reasonably be construed together without the part or parts so held invalid or unenforceable, the parties agree to negotiate such reasonable amendments hereto as shall be required to most nearly conform this Agreement, as thereby amended, to the original intention of the parties (subject, if necessary in the City's opinion, to the approval of the City Council of the City and/or, if necessary in the Commission's opinion, to the approval of the Board of Commissioners of the DuPage Water Commission).

SECTION 6. NON-DISCLOSURE AND CONFIDENTIALITY

The Commission shall require all bidders on any contract for the design or construction of the Electrical Generation Facilities or of any other Improvement Project to sign and deliver a non-disclosure and confidentiality agreement for the benefit of the Commission and the City in the form attached hereto and by this reference incorporated

DRAFT DATED: DECEMBER 7, 2006

herein and made a part hereof as Exhibit D or in a form otherwise acceptable to the Commission and the City.

[SIGNATURE PAGE FOLLOWS]

DRAFT DATED: DECEMBER 7, 2006

IN WITNESS WHEREOF, the DuPage Water Commission and the City of Chicago have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DUPAGE WATER COMMISSION

Chairman

CITY OF CHICAGO

Commissioner
Department of Water Management

EXHIBIT A-1

Lexington Pumping Station Monthly Inspection Checklist

DWC Representative _____ Date of Inspection _____

CDWM Representative _____ Time of Inspection _____

Others in Attendance _____ Weather Conditions _____

Site / Grounds		
Equipment	Status	Comments
Entrance Gate	In Service Out Service	
Intercom	In Service Out Service	
Security Camera	In Service Out Service	
Fence Line	Describe Condition	
Driveway	Describe Condition	
Exterior Lighting	# of Bulbs Out	
Landscaping	Describe Condition	
Parking Lot	Describe Condition	
Reservoir	In Service Out Service	
Surge Shaft	In Service Out Service	
96" Valve #1	Open Closed	
96" Valve #2	Open Closed	
Crane	In Service Out Service	
Valve Operator # 1	In Service Out Service	
Valve Operator # 2	In Service Out Service	
Influent Chamber	In Service Out Service	

DRAFT DATED: DECEMBER 7, 2006

Site / Grounds		
Equipment	Status	Comments
Effluent Chamber	In Service Out Service	
Meter Vault A	Describe Condition	
60" Valve	Open Closed	
Hydraulic Operator	In Service Out Service	
Sump Pump # 1	In Service Out Service	
Sump Pump # 2	In Service Out Service	
Meter Vault B	Describe Condition	
Sump Pump # 1	In Service Out Service	
Sump Pump # 2	In Service Out Service	
Meter Vault C	Describe Condition	
48" Valve North	Open Closed	
48" Valve South	Open Closed	
Valve Operator North	In Service Out Service	
Valve Operator South	In Service Out Service	
Manometer North	In Service Out Service	
Manometer South	In Service Out Service	
Sump Pump # 1	In Service Out Service	
Sump Pump # 2	In Service Out Service	

DRAFT DATED: DECEMBER 7, 2006

Site / Grounds		
Equipment	Status	Comments
Meter Vault D	Describe Condition	
36" Valve	Open Closed	
Valve Operator	In Service Out Service	
Sump Pump # 1	In Service Out Service	
6" Flow Meter	In Service Out Service	
Sump Pump # 2	In Service Out Service	
Surge Tank	In Service Out Service	
Switchgear Bldg.	Describe Condition	
Transformer Yard	Describe Condition	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Pump # 1	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 2	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Pump # 3	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 4	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 5	In Service Out Service	
Motor # 5	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 6	In Service Out Service	
Motor # 6	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	

Level -31 Pump Room Floor		
Equipment	Status	Comments
Pump # 7	In Service Out Service	
Motor # 7	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 8	In Service Out Service	
Motor # 8	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 9	In Service Out Service	
Motor # 9	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Pump # 10	In Service Out Service	
Motor # 10	In Service Out Service	
Parco Control Valve	In Service Out Service	
Suction Valve	Open Closed	
Discharge Valve	Open Closed	
Emer Sump Pump	In Service Out Service	
Footing Pump # 1	In Service Out Service	
Motor #1	In Service Out Service	

DRAFT DATED: DECEMBER 7, 2006

Level -31 Pump Room Floor		
Equipment	Status	Comments
Footing Pump # 2	In Service Out Service	
Motor #2	In Service Out Service	
Chain Falls	In Service Out Service	

Level -15 2 Vacuum Priming Units Vertical Shaft Bearings		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Vacuum Priming Unit # 1	In Service Out Service	
Vacuum Priming Unit # 2	In Service Out Service	
Vertical Shaft Brg #1	In Service Out Service	
Vertical Shaft Brg #2	In Service Out Service	
Vertical Shaft Brg #3	In Service Out Service	
Vertical Shaft Brg #4	In Service Out Service	

Level +1.0 8 Venturi Vertical Shaft Bearings		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Venturi #1	In Service Out Service	
Venturi #2	In Service Out Service	
Venturi #3	In Service Out Service	
Venturi #4	In Service Out Service	
Venturi #5	In Service Out Service	

Level +1.0 8 Venturi Vertical Shaft Bearings		
Equipment	Status	Comments
Venturi #6	In Service Out Service	
Venturi #7	In Service Out Service	
Venturi #8	In Service Out Service	
Vertical Shaft Brg #1	In Service Out Service	
Vertical Shaft Brg #2	In Service Out Service	
Vertical Shaft Brg #3	In Service Out Service	
Vertical Shaft Brg #4	In Service Out Service	

Level +15 Pipe Gallery Surge Relief Vertical Shaft Bearings		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Water Tight Doors North	Open / Closed	
Water Tight Doors South	Open / Closed	
Surge Relief North	In Service Out Service	
Surge Relief South	In Service Out Service	
Vertical Shaft Brg # 1	In Service Out Service	
Vertical Shaft Brg # 2	In Service Out Service	
Vertical Shaft Brg # 3	In Service Out Service	
Vertical Shaft Brg # 4	In Service Out Service	

DRAFT DATED: DECEMBER 7, 2006

Level +34 Main Floor		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Control Room	Describe Condition	
Restrooms	Describe Condition	
Break Room	Describe Condition	
Online Instrumentation	In Service Out Service	
Fire Detection System	In Service Out Service	
E-Generator	In Service Out Service	
Chain Fall	In Service Out Service	
Air intake Fan	In Service Out Service	
Exhaust Fan	In Service Out Service	
Boiler # 1	In Service Out Service	
Boiler # 2	In Service Out Service	
Boiler # 3	In Service Out Service	
HWP # 1	In Service Out Service	
HWP # 2	In Service Out Service	
HWP # 3	In Service Out Service	
HWP # 4	In Service Out Service	
Parco Accumulator # 1	In Service Out Service	

Level +34 Main Floor		
Equipment	Status	Comments
Parco Accumulator # 2	In Service Out Service	
Oil Pump # 1-A	In Service Out Service	
Oil Pump # 1-B	In Service Out Service	
Oil Pump # 2-A	In Service Out Service	
Oil Pump # 2-B	In Service Out Service	
Air Compressor # 1-A	In Service Out Service	
Air Compressor # 1-B	In Service Out Service	
Air Compressor # 2-A	In Service Out Service	
Air Compressor # 2-B	In Service Out Service	
Harmonic Filter Room	Describe Condition	
Lighting	In Service Out Service	
Floors	Clean / Dirty	
Maintenance Shop	Describe Condition	
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Air Compressor	In Service Out Service	
Air Dryer # 1	In Service Out Service	
Air Dryer # 2	In Service Out Service	
Overhead doors	In Service Out Service	
Motor # 1	In Service Out Service	
Motor # 2	In Service Out Service	
Motor # 3	In Service Out Service	
Motor # 4	In Service Out Service	

Level +34 Main Floor		
Equipment	Status	Comments
Electrical room	Describe Condition	
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
VFD # 1	In Service Out Service	
VFD # 2	In Service Out Service	
VFD # 3	In Service Out Service	
VFD # 4	In Service Out Service	
4160 Switchgear A	In Service Out Service	
4160 Switchgear B	In Service Out Service	
480 Switchgear	In Service Out Service	
35 Ton Crane	In Service Out Service	
Elevator	In Service Out Service	
Parco Cabinets	In Service Out Service	

Level +50 HVAC System		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
AHU #1	In Service Out Service	
AHU #2	In Service Out Service	
Chiller #1	In Service Out Service	
Water Heater #1	In Service Out Service	
CHWP # 1	In Service Out Service	

DRAFT DATED: DECEMBER 7, 2006

Level +50 HVAC System		
Equipment	Status	Comments
CHWP # 2	In Service Out Service	
CWP # 1	In Service Out Service	
CWP # 2	In Service Out Service	
CWP # 3	In Service Out Service	

Level + 70 Filter Penthouse		
Equipment	Status	Comments
Lighting	# of Bulbs Out	
Floors	Clean / Dirty	
Filters	Clean / Dirty	

DWC Representative _____

CDWM Representative _____

EXHIBIT A-2

**Lexington Pumping Station
Monthly Inspection Report**

DWC Representative _____

Date of Inspection _____

CDWM Representative _____

Time of Inspection _____

Others in Attendance _____

Weather Conditions _____

Inspection Results:

Joint Recommendations for Additional Maintenance, Repairs, or Corrections:

Joint Recommendations for Capital Improvement Projects and Cost Estimates:

AGREED AND ACCEPTED:

Date: _____

Date: _____

General Manager
DuPage Water Commission

Commissioner
Department of Water Management
City of Chicago

EXHIBIT B

TASK ORDER FORM

In accordance with Section 2G of the Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the DuPage Water Commission (the "Commission") and the City of Chicago (the "Chicago"), dated **[DATE]** (the "Agreement"), the Commission and the City agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Design Requirements:**

A. Design Criteria:

[Describe key design attributes/components]

B. Design Standards

[Incorporate by reference or list minimum design standards or state "none"]

C. Base Technical Specifications and Details:

[Incorporate by reference or list base technical specifications and details or state "none"]

3. **Preliminary Commencement Date:**

☐

the date of execution of this Task Order by the Commission and the City.

☐

_____ days following execution of this Task Order by the Commission and the City.

☐

_____ days following issuance of Notice to Proceed by the Commission and the City.

☐

_____, 200_.

4. **Preliminary Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

☐ _____ days following the Commencement Date.

☐ _____, 200__.

For use with multiple phase projects with separate completion dates:

- A. Study and Report Phase: _____ days following the Commencement Date.
- B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner.
- C. Final Design Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.
- D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.
- E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor.
- F. Operational Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.
- G. _____ Phase: _____ days following issuance of Notice to Proceed by the Commission and the City.

5. **Cost Sharing:**

[state "equal" or describe specialized cost sharing arrangement]

6. **Modifications to Agreement:**

[Describe Agreement modifications or state "none"]

7. **Attachments:**

[List or state "none"]

DRAFT DATED: DECEMBER 7, 2006

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

The Effective Date of this Task Order is _____, 200__.

DUPAGE WATER COMMISSION

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

CITY OF CHICAGO

By: _____
Commissioner
Department of Water Management

EXHIBIT C

**SPECIAL TERMS AND CONDITIONS FOR THE DESIGN,
BIDDING, AND CONSTRUCTION CONTRACT DOCUMENTS
FOR THE ELECTRICAL GENERATION FACILITIES**

The design, bidding, and construction contract documents for the Electrical Generation Facilities shall contain, at a minimum, the following special terms and conditions:

1. City of Chicago.

The Commission has entered into an agreement with the City of Chicago (the "City") for the design and construction by the Commission of the Electrical Generation Facilities. The Electrical Generation Facilities will be operated and maintained by City personnel from the time said facilities first become operational. Accordingly, any preconstruction conferences and any demonstrations, instructions, or training to be provided for the operation of the facilities shall include City personnel.

City representatives shall have full and complete access to the Work Site for purposes of observing the construction and installation of the Electrical Generation Facilities. In addition, any Change Order as well as Final Acceptance of the Work shall be subject to the approval of the City to the extent of the Electrical Generation Facilities.

2. City of Chicago Security.

A. If Bidder/Contractor, in the performance of the Work, has or will have access to Chicago Department of Water Management (CDWM) facilities, the City may conduct such background and employment checks, including criminal history checks and work permit documentation, as the CDWM and the City may deem necessary, on Bidder/Contractor, any subcontractor, or any of their respective employees. The CDWM has the right to require Bidder/Contractor to supply or provide access to any additional information the CDWM deems relevant. Before beginning work on the Work, Bidder/Contractor must:

- i. Provide the City with a list of all employees (for purposes of this Section 2, "employee" refers to any individual employed or engaged by Bidder/Contractor or by any of Bidder/Contractor's subcontractors) requiring access to enable the City to conduct such background and employment checks;
- ii. Deliver to the City consent forms signed by all employees who will work on the Work and that do not have current CDWM security badges consenting to the City's and Bidder/Contractor's performance of the background checks; and

- iii. Deliver to the City consent forms signed by all employees who will require access to the CDWM facility and do not now have CDWM security badges consenting to the searches described in this Section 2.

B. The CDWM may preclude Bidder/Contractor, any subcontractor, or any employee from performing on the Work. Further, Bidder/Contractor must immediately report any information to the CDWM relating to any threat to CDWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. Bidder/Contractor must, notwithstanding anything contained in the Contract to the contrary, at no additional cost to the City, adhere, and cause its subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to Bidder/Contractor from time to time during the term of the Work and any extensions of it.

C. Each employee whom Bidder/Contractor wishes to have access to a CDWM facility must submit a signed, completed "Area Access Application" to the CDWM to receive a CDWM Security Badge. If Bidder/Contractor wishes a vehicle to have access to a CDWM facility, Bidder/Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the CDWM's discretion may require including, name, address, date of birth, social security number (and for vehicles: make, model, driver's license number, vehicle license plate number, and appropriate stickers). Bidder/Contractor is responsible for requesting and completing these forms for each employee who will be working as CDWM facilities and at the CDWM's sole discretion. Bidder/Contractor must make available to the CDWM, within one business day of request, the personnel file of any employee who will be working on the Work.

D. At the CDWM'S request, Bidder/Contractor and its subcontractors must maintain an employment history of employees going back five years from the date Bidder/Contractor began the Work. If requested, Bidder/Contractor must certify that it has verified the employment history as required on the form designated by the CDWM. Bidder/Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

E. CDWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on CDWM property.

F. The following rules related to Security Badges and Vehicle Permits must be adhered to:

- i. Each employee must wear and display the CDWM Security Badge issued to that employee on their outer apparel at all times. At the sole discretion of the CDWM and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police, or any other municipal, state or federal law enforcement agency,

all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting CDWM facilities, and all employees and other individuals entering or exiting CDWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The CDWM may deny access to any vehicle or individual at the CDWM'S sole discretion.

- ii. All individuals operating a vehicle on CDWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Drivers License.
- iii. All required City Stickers and State Vehicle Inspection stickers must be valid.
- iv. Individuals must remain within their assigned area unless otherwise instructed by the CDWM or the City.

G. Access to the CDWM property will be determined by the CDWM. The CDWM may deny access when, at the CDWM's sole discretion, the vehicle or individual poses some security risk to CDWM.

H. Unauthorized hazardous or illegal material, including but not limited to hazardous materials as defined in 49 CFR Parts 100-185 (e.g., explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on CDWM property. Alcoholic beverages are also prohibited.

3. **Interruptions.**

The successful Bidder/Contractor shall take all necessary precautions so that no interruption of water supply operations shall be caused. **THE SUCCESSFUL BIDDER/CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES OR NEW VALVES WHICH CONNECT TO THE CITY'S WATER SYSTEM.**

4. **Not Barred.**

In order to induce the City to approve this Contract, Contractor hereby warrants and represents to the City that neither the Contractor nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under

common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

5. **Documents.**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Bidder/Contractor in connection with any or all of the Services/Work (the "Documents") shall be and remain the joint property of the Commission and the City.

6. **Prevailing Wage.**

Bidder/Contractor covenants and agrees to pay, and to contractually obligate and cause each Subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Work employees. All such contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Bidder/Contractor shall provide the City with copies of all such contracts entered into by the Bidder/Contractor to evidence compliance with this Section 6.

7. **Employment Opportunity.**

The Bidder/Contractor, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various Subcontractors on the Work (collectively, with the Bidder/Contractor, the "Employers" and individually an "Employer") to agree that during the course of the Work:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for the Work be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section 7, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Work, and shall require inclusion of these provisions in every Subcontract entered into by any Subcontractors, so that each such provision shall be binding upon each contractor or subcontractor, as the case may be.

8. **Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

Bidder/Contractor recognizes that a portion of the Work required to be performed pursuant to the terms and conditions of this Contract is located within the City and on property owned by the City. It is the established policy of the City to promote equal employment opportunities for residents of the City and minority and women-owned businesses. The Commission and its project are not, as a matter of law, obligated to comply with the City ordinances and policies in this regard; nevertheless, the Bidder/Contractor shall, with respect to all Work performed within the City, make good faith efforts to establish affirmative action goals for the employment of City residents and minority and women-owned businesses in the performance of the Work.

EXHIBIT D

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BACKGROUND:

The DuPage Water Commission (the "Commission"), on behalf of the City of Chicago Department of Water Management (the "City") (together with the Commission, "City/Commission"), will issue a request to bid on _____ (the "Project").

The Company executing this Affidavit (the "Company") is considering submitting a bid for the Project (the "Bid").

City/Commission has agreed to provide the Company with information and documents that City/Commission considers to be confidential (the "Confidential Information") for the sole purpose of preparation of the Bid by the Company.

City/Commission will not provide the Confidential Information to the Company without this Affidavit, and the Company is delivering this Affidavit to City/Commission to induce City/Commission to provide the Confidential Information to the Company.

The Confidential Information covered by this Affidavit presents safety and security concerns for the integrity of the City's water purification, treatment and distribution system. The Confidential Information is prepared for or references the Project and contains the Construction Drawings and Detailed Specifications of Project including but not limited to, diagrams, schematics, drawings, photographs, specifications, test analyses, or other documents related to the Project.

NOW, THEREFORE, the Company agrees, acknowledges, covenants, warrants and represents to City/Commission as follows:

1. The Background set forth above is hereby incorporated herein.
2. The person executing this Affidavit on behalf of the Company will be responsible for each copy of the Construction Drawings and Detailed Specifications of South Water Purification Plant – Chlorine Improvements Project or other Confidential Information that is received. If additional copies are needed, the Company will make such copies as are necessary for the preparation of the Bid. Any copy, note and/or drawing in written or tangible form that is created from Confidential Information shall be considered Confidential Information for the purposes of this Affidavit. The Company must maintain control of all copies, notes and/or drawings constructed through or about Confidential Information or other information provided by City/Commission, through procedures that include recording, tracking, collection and destruction of all such information.

3. The Company agrees to keep the Confidential Information in confidence and to disclose the Confidential Information only to those employees, subcontractors, consultants and affiliates of the Company who are directly involved in preparing the Bid. In connection with this Affidavit, "to disclose" shall mean to divulge, reveal, describe, summarize, paraphrase, quote, transmit or otherwise communicate information, whether or not pursuant to request, interrogatory or process.
4. Any person to whom the Company desires to grant access to the Confidential Information, including employees, subcontractors, consultants and affiliates of the Company as referenced in Section 3 above, must agree individually and expressly to the terms of a non-disclosure affidavit prescribed by City/Commission. If any Confidential Information is included in the Bid, then those portions of the Bid will be considered Confidential Information.
5. The Company must return all Confidential Information received from City/Commission within five business days of City/Commission's request for return. The Company must collect and destroy all Confidential Information that was created by the Company and/or its subcontractors within five business days of City/Commission's request for destruction.
6. The Company must provide immediate written notice to City/Commission of any actual requirement, including a copy of any written request, or potential requirement of any court or agency to disclose Confidential Information received by the Company. The Company will cooperate with City/Commission's efforts to seek a protective order or other legal relief limiting such disclosure.
7. The Company will not be liable for disclosing Confidential Information resulting from judicial decree or government regulation, provided the Company gives prompt and immediate notice to City/Commission and discloses the Confidential Information in accordance with any related protective order which City/Commission may obtain in response to such decree or regulation.
8. The Company acknowledges that a violation of any of the provisions of this Affidavit will cause irreparable harm and injury to City/Commission and City/Commission will be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the Company from doing or continuing to do any such act and any other violations or threatened violations of this Affidavit.
9. This Affidavit will be construed under and in accordance with the laws of the State of Illinois.
10. All notices required to be given under this Affidavit must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Company or to City/Commission at their

respective addresses set forth below, as appropriate., Such notice is considered to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. City/Commission or the Company may, from time to time, change the address to which notices will be sent by giving notice to the Company or City/Commission, respectively, in the manner provided in this paragraph.

11. The obligations of the Company shall not be assigned by the Company, in whole or in part, without the prior written consent of City/Commission and any purported assignment of same shall be void. This Affidavit shall be binding on successors and permitted assignees of the Company.
12. This Affidavit is the entire agreement by the Company with respect to nondisclosure of Confidential Information pertaining to the conduct of business stated above and supersedes all prior agreements and understandings with respect to this subject. This Affidavit may be amended only in writing and with the written prior approval of City/Commission.
13. The Company shall perform its obligations hereunder without charge to City/Commission.
14. For security reasons, the Company's obligation not to disclose the Confidential Information shall never expire, regardless of whether the Company chooses to bid on the Project.
15. The effective date of this Affidavit is the date that it is signed by the Company.
16. The person signing this Affidavit on behalf of the Company (a) shall be the responsible person in the Company for controlling access to all Confidential Information provided under this Affidavit, and (b) is authorized by the Company to bind the Company by his or her signature hereto.

Print Name and Title of Authorized Employee

Signature of Authorized Employee

Date

Print Name of Company

Print Address of Company

Notarization: _____

ADDRESS OF CITY/COMMISSION FOR PURPOSES OF SECTION 10 ABOVE IS AS
FOLLOWS:

Commission:

General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

AND

City:

Commissioner
Department of Water Management
City of Chicago
1000 East Ohio Street
Chicago, Illinois 60611

PACKET: 00592 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-1101		HOLLAND & KNIGHT LLP					
<hr/>							
I-200611221029		LEGAL SERVICES: OCT. 2006	2,936.80				
12/14/2006	IL	DUE: 11/13/2006 DISC: 11/13/2006					
		LEGAL SERVICES: OCT. 2006		01 60-6251	LEGAL SERVICES- GENERAL	2,936.80	
<hr/>							
I-200612061035		LEGAL SERVICES: NOV. 2006	1,141.00				
12/14/2006	IL	DUE: 12/04/2006 DISC: 12/04/2006					
		LEGAL SERVICES: NOV. 2006		01 60-6251	LEGAL SERVICES- GENERAL	1,141.00	
<hr/>							
		==> VENDOR TOTALS ==>	4,077.80				
<hr/>							
		=== PACKET TOTALS ==>	4,077.80				

PACKET: 00592 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	4,077.80
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	4,077.80
--------------	----------

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2006-2007	01 -60-6251	LEGAL SERVICES- GENERAL	4,077.80	80,000	55,739.71		
			** 2006-2007 YEAR TOTALS	4,077.80				

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
<hr/>		
01	12/2006	4,077.80

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

VENDOR SET: 01

DuPage Water Commission

BANK: IL

ILLINOIS FUNDS

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK
			DATE	AMOUNT		NO	AMOUNT
1086	A TO Z ALL PURPOSE RENTAL, INC						
I-12791	ADMINISTRATIVE EXPENSE	R	11/10/2006	261.00		002193	261.00
	*** VENDOR TOTALS ***					1 CHECKS	261.00
1067	AEREX PEST CONTROL						
I-696512	EXTERMINATOR: TS # 3	R	11/22/2006	85.00		002254	
I-702049	EXTERMINATOR: OCT. 2006	R	11/22/2006	47.00		002254	
I-702093	EXTERMINATOR: OCT. 2006	R	11/22/2006	47.00		002254	179.00
	*** VENDOR TOTALS ***					1 CHECKS	179.00
1384	AKT-1 INDUSTRIES, INC.						
I-9565	MAINTENANCE SUPPLIES	R	11/10/2006	590.88		002194	590.88
	*** VENDOR TOTALS ***					1 CHECKS	590.88
1133	ALVORD, BURDICK & HOWSON, LLC						
I-109	TW-2	R	11/22/2006	965.17		002255	
I-268	TE-5	R	11/22/2006	576.00		002255	
I-D9733-05	TW-2	R	11/22/2006	720.72		002255	2,261.89
	*** VENDOR TOTALS ***					1 CHECKS	2,261.89
1186	ARC GLAZING, INC.						
I-9250	REPLACE WINDOW AT DPSS	R	11/22/2006	585.00		002256	585.00
	*** VENDOR TOTALS ***					1 CHECKS	585.00
1397	AT&T						
I-200611031007	DPSS PHONE SERV.: 10/16-11/15	R	11/10/2006	771.32		002195	
I-200611081015	DPSS PHONE SERV.: 10/22-11/21	R	11/10/2006	340.67		002195	1,111.99
1397	AT&T						
I-200611201023	TANK SITE # 1: 11/04-12/03	R	11/22/2006	18.70		002257	18.70
	*** VENDOR TOTALS ***					2 CHECKS	1,130.69
1393	AT&T LONG DISTANCE						
I-200611091020	DPSS LONG DIST. SERV.: 10/06	R	11/10/2006	130.64		002196	130.64
	*** VENDOR TOTALS ***					1 CHECKS	130.64
1434	ATD-AMERICAN CO.						
I-853574	CHAIR BACKRESTS	R	11/22/2006	185.91		002258	185.91
	*** VENDOR TOTALS ***					1 CHECKS	185.91
1072	AVALON PETROLEUM COMPANY						
I-485884	GASOLINE	R	11/10/2006	2,340.00		002197	2,340.00
	*** VENDOR TOTALS ***					1 CHECKS	2,340.00

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1012	B&W CONTROL SYSTEMS INTEGRATIO						
I-1147	METER SHOP PROGRAM	R	11/22/2006	1,423.75		002259	1,423.75
	*** VENDOR TOTALS ***					1 CHECKS	1,423.75
1049	CAMP DRESSER & MCKEE INC.						
I-80240725/22	PIPE LOOP TESTING: 09/17-10/14	R	11/10/2006	6,490.38		002198	6,490.38
	*** VENDOR TOTALS ***					1 CHECKS	6,490.38
1134	CITY OF CHICAGO DEPARTMENT OF						
I-200611081016	LEX. PUMP STA. LABOR: 09/06	R	11/10/2006	31,425.72		002199	31,425.72
	*** VENDOR TOTALS ***					1 CHECKS	31,425.72
1135	CITY OF CHICAGO SUPERINTENDENT						
I-200611031011	WATER BILLING: 10/01-10/31/06	R	11/10/2006	3,137,235.00		002200	3,137,235.00
	*** VENDOR TOTALS ***					1 CHECKS	3,137,235.00
1091	CINTAS FIRST AID & SAFETY						
I-343384696	FIRST AID SUPPLIES	R	11/22/2006	149.70		002260	149.70
	*** VENDOR TOTALS ***					1 CHECKS	149.70
1433	COM ED						
I-200611081017	METER STATION ELECTRIC SERVICE	R	11/10/2006	17.58		002201	17.58
	*** VENDOR TOTALS ***					1 CHECKS	17.58
1009	COMED						
I-200611031014	METER STATION ELECTRIC SERVICE	R	11/10/2006	4,612.07		002202	4,612.07
	*** VENDOR TOTALS ***					1 CHECKS	4,612.07
1136	CONSTELLATION NEWENERGY						
I-01173500	DPPS ELECT SERV: 09/21-10/20	R	11/10/2006	193,342.19		002203	193,342.19
	*** VENDOR TOTALS ***					1 CHECKS	193,342.19
1024	CTE ENGINEERS						
I-60011780-04	IDSE DIST. SYS.: 09/30-10/27	R	11/10/2006	4,068.93		002204	4,068.93
	*** VENDOR TOTALS ***					1 CHECKS	4,068.93
1435	D & S SALES						
I-9568	GALVANIZED AIRCRAFT CABLE	R	11/22/2006	61.18	6.12CR	002261	55.06
	*** VENDOR TOTALS ***					1 CHECKS	55.06
1025	DANKA OFFICE IMAGING						
I-705052625	COPIER USAGE & MAINTENANCE	R	11/22/2006	541.03		002262	541.03
	*** VENDOR TOTALS ***					1 CHECKS	541.03

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1339	DATASTREAM SYSTEMS, INC.						
I-2239	DATASTREAM 7I & MAINTENANCE	R	11/10/2006	13,645.00		002205	13,645.00
	*** VENDOR TOTALS ***					1 CHECKS	13,645.00
1014	DHL EXPRESS (USA) INC.						
I-23426124	OVERNIGHT MAIL	R	11/10/2006	128.79		002206	128.79
1014	DHL EXPRESS (USA) INC.						
I-25968561	OVERNIGHT MAIL	R	11/22/2006	528.15		002263	
I-27253540	OVERNIGHT MAIL	R	11/22/2006	358.21		002263	886.36
	*** VENDOR TOTALS ***					2 CHECKS	1,015.15
1240	DOOR SYSTEMS, INC.						
I-0631598-IN	REPAIRS TO OVERHEAD DOOR	R	11/10/2006	668.42		002207	668.42
	*** VENDOR TOTALS ***					1 CHECKS	668.42
1432	DUPAGE MAYORS AND MANAGERS CON						
I-4647	DINNER MTG - RATHJE & MARTIN	R	11/10/2006	80.00		002208	80.00
	*** VENDOR TOTALS ***					1 CHECKS	80.00
1233	ELMHURST MEMORIAL HOSPITAL						
I-35108	EMPLOYEE FLU SHOTS	R	11/10/2006	161.00		002209	161.00
1233	ELMHURST MEMORIAL HOSPITAL						
I-35449	EMPLOYEE FLU SHOT	R	11/22/2006	23.00		002264	23.00
	*** VENDOR TOTALS ***					2 CHECKS	184.00
1097	ELMHURST PLAZA STANDARD INC.						
I-16659	GASOLINE	R	11/10/2006	48.87		002210	48.87
	*** VENDOR TOTALS ***					1 CHECKS	48.87
1026	EXCALIBUR REFRESHMENT CONCEPTS						
I-57709	COFFEE AND SUPPLIES	R	11/22/2006	118.00		002265	118.00
	*** VENDOR TOTALS ***					1 CHECKS	118.00
1065	FEDEX						
I-8-486-75477	OVERNIGHT MAIL	R	11/10/2006	371.83		002211	371.83
	*** VENDOR TOTALS ***					1 CHECKS	371.83
1052	AJ GALLAGHER RISK MGMT SVCS PR						
I-313738	COMMERCIAL PACKAGE	R	11/10/2006	46,529.00		002212	
I-313741	COMMERCIAL AUTOMOBILE	R	11/10/2006	20,164.00		002212	
I-313745	EXCESS LIABILITY	R	11/10/2006	23,715.00		002212	
I-313747	EXCESS UMBRELLA	R	11/10/2006	74,996.00		002212	
I-313749	ENVIRONMENTAL LIABILITY	R	11/10/2006	30,164.00		002212	
I-313754	COMMERCIAL PROPERTY	R	11/10/2006	382,057.00		002212	
I-313755	BROKERAGE FEE	R	11/10/2006	42,000.00		002212	619,625.00
	*** VENDOR TOTALS ***					1 CHECKS	619,625.00

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1166	GLENBARD ELECTRIC SUPPLY, INC.						
I-1054621-01	MAINTENANCE SUPPLIES	R	11/10/2006	82.65		002213	82.65
	*** VENDOR TOTALS ***					1 CHECKS	82.65
1055	GRAINGER						
I-9216299850	CENTRIFUGAL PUMP	R	11/10/2006	406.50		002214	
I-9216299868	CENTRIFUGAL PUMP	R	11/10/2006	406.50		002214	
I-9216877143	CENTRIFUGAL PUMPS	R	11/10/2006	813.00		002214	
I-9218824242	MAINTENANCE SUPPLIES	R	11/10/2006	171.16		002214	
I-9219387371	MAINTENANCE SUPPLIES	R	11/10/2006	143.28		002214	
I-9220473871	MAINTENANCE SUPPLIES	R	11/10/2006	69.22		002214	
I-9222569452	METER STATION MAINTENANCE	R	11/10/2006	89.20		002214	
I-9222569460	METER STATION MAINTENANCE	R	11/10/2006	16.60		002214	
I-9223418337	MAINTENANCE SUPPLIES	R	11/10/2006	146.73		002214	2,262.19
	*** VENDOR TOTALS ***					1 CHECKS	2,262.19
1264	H-O-H CHEMICALS, INC.						
I-00270484	MAINTENANCE SUPPLIES	R	11/10/2006	720.28		002215	720.28
	*** VENDOR TOTALS ***					1 CHECKS	720.28
1068	HACH COMPANY						
I-4912144	WATER TESTING SUPPLIES	R	11/10/2006	514.10		002216	514.10
	*** VENDOR TOTALS ***					1 CHECKS	514.10
1101	HOLLAND & KNIGHT LLP						
I-200610260998	LEGAL SERVICES: SEPT. 2006	R	11/10/2006	3,728.67		002217	3,728.67
	*** VENDOR TOTALS ***					1 CHECKS	3,728.67
1050	HOME DEPOT CREDIT SERVICES						
I-0594104	MAINTENANCE SUPPLIES	R	11/10/2006	1.77		002218	
I-4029654	ROV MAINTENANCE	R	11/10/2006	135.69		002218	
I-7031715	METER STATION MAINTENANCE	R	11/10/2006	49.54		002218	
I-9114061	PIPELINE SUPPLIES	R	11/10/2006	44.93		002218	231.93
	*** VENDOR TOTALS ***					1 CHECKS	231.93
1319	ICI PAINTS						
I-0169-173577	MAINTENANCE SUPPLIES	R	11/10/2006	216.02		002219	216.02
	*** VENDOR TOTALS ***					1 CHECKS	216.02
1225	IKON OFFICE SOLUTIONS						
C-26941765	COPIER USAGE: REFUND	R	11/10/2006	823.54CR		002220	
C-26955225	COPIER USAGE: REFUND	R	11/10/2006	255.21CR		002220	
I-26941765-1	COPIER USAGE: 04/11-05/18	R	11/10/2006	473.04		002220	
I-26947521	COPIER USAGE: 05/18-06/15	R	11/10/2006	355.97		002220	
I-26966758	COPIER USAGE: 06/30-07/26	R	11/10/2006	312.18		002220	
I-26966759	COPIER USAGE: 07/26-08/30	R	11/10/2006	384.84		002220	

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1225	IKON OFFICE SOLUTIONS CONT						
I-26966860	COPIER USAGE: 08/30-09/22	R	11/10/2006	318.23		002220	
I-26973129	COPIER USAGE: 09/22-10/30	R	11/10/2006	627.31		002220	1,392.82
	*** VENDOR TOTALS ***					1 CHECKS	1,392.82
1201	ILLINOIS EPA						
I-200611091021	WATER OPER. CERT.: GUBBINS	R	11/10/2006	40.00		002221	40.00
	*** VENDOR TOTALS ***					1 CHECKS	40.00
1053	ILLINOIS PUBLIC RISK FUND						
I-200611201026	WORKERS COMPENSATION INS.	R	11/22/2006	18,852.00		002266	18,852.00
	*** VENDOR TOTALS ***					1 CHECKS	18,852.00
1215	ILLINOIS STATE BAR ASSOCIATION						
I-200611201024	MEMBERSHIP DUES: M. CROWLEY	R	11/22/2006	170.00		002267	170.00
	*** VENDOR TOTALS ***					1 CHECKS	170.00
1080	INCODE-CMS						
I-INV0048386	ACCOUNTING SOFTWARE	R	11/10/2006	360.00		002222	360.00
	*** VENDOR TOTALS ***					1 CHECKS	360.00
1104	ITG SOLUTIONS, INC.						
I-79788	SECURITY CONTROL WORK	R	11/10/2006	1,950.00		002223	1,950.00
	*** VENDOR TOTALS ***					1 CHECKS	1,950.00
1033	JOLIET JUNIOR COLLEGE						
I-0354233F06	METER MAINT./AUTO READING	R	11/10/2006	59.00		002224	59.00
	*** VENDOR TOTALS ***					1 CHECKS	59.00
1032	JULIE, INC.						
I-10-06-0431	UTILITY LOCATES: OCT. 2006	R	11/10/2006	5,094.85		002225	5,094.85
	*** VENDOR TOTALS ***					1 CHECKS	5,094.85
1196	KARA COMPANY, INC.						
I-210441	VERIZON DATA LINE GPS DATA	R	11/10/2006	1,031.90		002226	1,031.90
	*** VENDOR TOTALS ***					1 CHECKS	1,031.90
1036	LAWSON PRODUCTS, INC.						
I-4928510	MAINTENANCE SUPPLIES	R	11/10/2006	177.27		002227	
I-4943773	MAINTENANCE SUPPLIES	R	11/10/2006	99.99		002227	277.26
	*** VENDOR TOTALS ***					1 CHECKS	277.26

VENDOR SET: 01

DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1337	GREGORY S. MATHEWS						
I-200607210883	SERV. AS COM.: 1/01-6/30/06	R	11/10/2006	300.00		002228	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00
1191	TERRANCE MC GHEE						
I-200611031012	TUITION REIMBURSEMENT	R	11/10/2006	3,440.00		002229	3,440.00
	*** VENDOR TOTALS ***					1 CHECKS	3,440.00
1069	MEL'S ACE HARDWARE						
I-01579892 76	METER STATION MAINTENANCE	R	11/10/2006	20.23		002230	
I-400013	METER STATION MAINTENANCE	R	11/10/2006	33.35		002230	
I-400048	PIPELINE SUPPLIES	R	11/10/2006	49.21		002230	
I-400061	METER STATION MAINTENANCE	R	11/10/2006	40.24		002230	143.03
	*** VENDOR TOTALS ***					1 CHECKS	143.03
1051	MENARDS- HILLSIDE						
I-2417	MAINTENANCE SUPPLIES	R	11/10/2006	3.07		002231	
I-4867	METER STATION MAINTENANCE	R	11/10/2006	81.23		002231	
I-5414	MAINTENANCE SUPPLIES	R	11/10/2006	38.58		002231	122.88
	*** VENDOR TOTALS ***					1 CHECKS	122.88
1021	NAPERVILLE, CITY OF						
I-200611031008	METER STATION ELECTRIC SERVICE	R	11/10/2006	29.88		002232	29.88
1021	NAPERVILLE, CITY OF						
I-200611201025	METER STATION ELECTRIC SERVICE	R	11/22/2006	65.90		002268	65.90
	*** VENDOR TOTALS ***					2 CHECKS	95.78
1070	NATIONAL CITY BANK						
I-123918	SAFEKEEPING FEES: SEPT. 2006	R	11/10/2006	1,061.60		002233	1,061.60
	*** VENDOR TOTALS ***					1 CHECKS	1,061.60
1203	NATIONAL SAFETY COUNCIL						
I-2018111	INDUSTRIAL HYGIENE	R	11/22/2006	2,390.00		002269	2,390.00
	*** VENDOR TOTALS ***					1 CHECKS	2,390.00
1060	NTG, INC.						
I-51654	CORROSION TELEMETRY: 10/06	R	11/10/2006	87.30		002234	87.30
	*** VENDOR TOTALS ***					1 CHECKS	87.30
1111	NICOR GAS						
I-200611031009	DPPS SERV.: 09/15/06-10/16/06	R	11/10/2006	886.87		002235	886.87
	*** VENDOR TOTALS ***					1 CHECKS	886.87

VENDOR SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1260	NUGENT CONSULTING GROUP						
I-64	INSURANCE CONSULTING	R	11/10/2006	1,500.00		002236	1,500.00
	*** VENDOR TOTALS ***					1 CHECKS	1,500.00
1395	OFFICE DEPOT						
I-359480276-001	OFFICE SUPPLIES	R	11/10/2006	6.00		002237	6.00
	*** VENDOR TOTALS ***					1 CHECKS	6.00
1208	OLIVE GROVE LANDSCAPING, INC.						
I-8932	LANDSCAPING IMPROVEMENTS	R	11/22/2006	9,050.00		002270	
I-9120	MONTHLY MAINT. - OCT. 2006	R	11/22/2006	4,537.50		002270	13,587.50
	*** VENDOR TOTALS ***					1 CHECKS	13,587.50
1422	OMEGA ENGINEERING, INC.						
I-256688	PRESSURE TRANSMITTERS	R	11/10/2006	3,364.03		002238	3,364.03
	*** VENDOR TOTALS ***					1 CHECKS	3,364.03
1038	ORR SAFETY						
I-INV0699822	SCADA/INSTRUMENTATION	R	11/10/2006	815.00		002239	815.00
	*** VENDOR TOTALS ***					1 CHECKS	815.00
1081	PATRICK ENGINEERING INC.						
I-20606.034-0000001A	DWC SUPPLEMENTARY GIS SERV.	R	11/10/2006	1,200.00		002240	1,200.00
	*** VENDOR TOTALS ***					1 CHECKS	1,200.00
1279	PETERS & ASSOCIATES						
I-29062	DISASTER RECOVERY PLAN PROJECT	R	11/10/2006	1,265.00		002241	1,265.00
1279	PETERS & ASSOCIATES						
I-29284	DISASTER RECOVERY PLAN PROJECT	R	11/22/2006	2,175.00		002271	
I-29321	DISASTER RECOVERY PLAN PROJECT	R	11/22/2006	1,162.50		002271	3,337.50
	*** VENDOR TOTALS ***					2 CHECKS	4,602.50
1158	PETTY CASH - CUSTODIAN						
I-200611031013	PETTY CASH REIMBURSEMENT	R	11/10/2006	466.31		002242	466.31
	*** VENDOR TOTALS ***					1 CHECKS	466.31
1039	QUILL CORPORATION						
I-1868772	OFFICE SUPPLIES	R	11/10/2006	114.77		002243	
I-1884675	OFFICE SUPPLIES	R	11/10/2006	32.80		002243	
I-1974696	OFFICE SUPPLIES	R	11/10/2006	156.42		002243	
I-2009144	OFFICE SUPPLIES	R	11/10/2006	365.36		002243	
I-2009365	OFFICE SUPPLIES	R	11/10/2006	85.92		002243	
I-2013158	OFFICE SUPPLIES	R	11/10/2006	111.63		002243	
I-2116021	OFFICE SUPPLIES	R	11/10/2006	196.90		002243	1,063.80

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1039	QUILL CORPORATION						
I-2176067	OFFICE SUPPLIES	R	11/22/2006	262.40		002272	262.40
	*** VENDOR TOTALS ***					2 CHECKS	1,326.20
1059	RED WING SHOE STORE						
I-00045013977	SAFETY SHOES: M. WEED	R	11/10/2006	119.99		002244	
I-450000001541	SAFETY SHOES: WEGNER, DUTTON	R	11/10/2006	239.98		002244	359.97
	*** VENDOR TOTALS ***					1 CHECKS	359.97
1119	ROYAL OFFICE PRODUCTS						
I-68151	LETTERHEAD	R	11/10/2006	167.27		002245	167.27
	*** VENDOR TOTALS ***					1 CHECKS	167.27
1312	SECURITY IMAGING CORPORATION						
I-16978	OFFICE SUPPLIES	R	11/10/2006	132.50		002246	132.50
	*** VENDOR TOTALS ***					1 CHECKS	132.50
1329	C. SEMRAD & ASSOCIATES						
I-200611031010	MANAGEMENT TRAINING	R	11/10/2006	1,407.50		002247	1,407.50
	*** VENDOR TOTALS ***					1 CHECKS	1,407.50
1043	SOOPER LUBE						
I-104277	VEHICLE MAINTENANCE: M-66159	R	11/10/2006	33.45		002248	
I-104373	VEHICLE MAINTENANCE: M-79697	R	11/10/2006	54.44		002248	
I-104546	VEHICLE MAINTENANCE: M-149226	R	11/10/2006	67.39		002248	155.28
	*** VENDOR TOTALS ***					1 CHECKS	155.28
1040	SPECIALTY MAT SERVICE						
I-361553	MAT SERVICE: 10/02/06	R	11/10/2006	61.90		002249	
I-363482	MAT SERVICE: 10/16/06	R	11/10/2006	61.90		002249	
I-365338	MAT SERVICE: 10/30/06	R	11/10/2006	61.90		002249	185.70
	*** VENDOR TOTALS ***					1 CHECKS	185.70
1084	TELSpan						
I-119434	TELECONFERENCING CHARGES	R	11/10/2006	26.60		002250	26.60
	*** VENDOR TOTALS ***					1 CHECKS	26.60
1125	TOTAL FIRE & SAFETY, INC.						
I-AR100606A	HYDRO TEST/RECHARGE SCBA UNITS	R	11/10/2006	265.00		002251	265.00
	*** VENDOR TOTALS ***					1 CHECKS	265.00

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1300	VOSS EQUIPMENT, INC.						
I-01S6290140	REPAIR TO FORK LIFT TRUCK	R	11/22/2006	206.00		002273	206.00
	*** VENDOR TOTALS ***					1 CHECKS	206.00
1062	WASTE MANAGEMENT						
I-1589711-2008-0	REFUSE DISPOSAL	R	11/10/2006	276.11		002252	276.11
	*** VENDOR TOTALS ***					1 CHECKS	276.11
1323	WATERISAC						
I-200611081018	SUBSCRIPTION TO WATER ISAC	R	11/10/2006	1,500.00		002253	1,500.00
	*** VENDOR TOTALS ***					1 CHECKS	1,500.00
1010	WEST						
I-812416696	WESTLAW: 10/01/06-10/31/06	R	11/22/2006	413.08		002274	413.08
	*** VENDOR TOTALS ***					1 CHECKS	413.08

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	82	4,100,256.37	6.12	4,100,262.49
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	82	4,100,256.37	0.00	4,100,256.37
BANK: IL	TOTALS:		82	4,100,256.37	6.12	4,100,262.49
REPORT TOTALS:			82	4,100,256.37	6.12	4,100,262.49

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/01/2006 THRU 11/30/2006
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
MANUAL ONLY: NO



DuPage Water Commission

MEMORANDUM

TO: Finance Committee

FROM: R. Max Richter
Financial Administrator

DATE: December 8, 2006

SUBJECT: A/P History Report
A/P Regular Open Item Register

The following is a summary of the Historical Check Report and Accounts Payables for the December 8 Commission meeting as requested by the Finance Committee.

November A/P History Check Report (1)	\$4,100,256.37
A/P Regular Open Item Register	4,077.80
Total	<u>\$4,104,334.17</u>

(1) Previously authorized



DuPage Water Commission

MEMORANDUM

TO: Robert Martin, General Manager

FROM: R. Max Richter, Financial Administrator

DATE: December 8, 2006

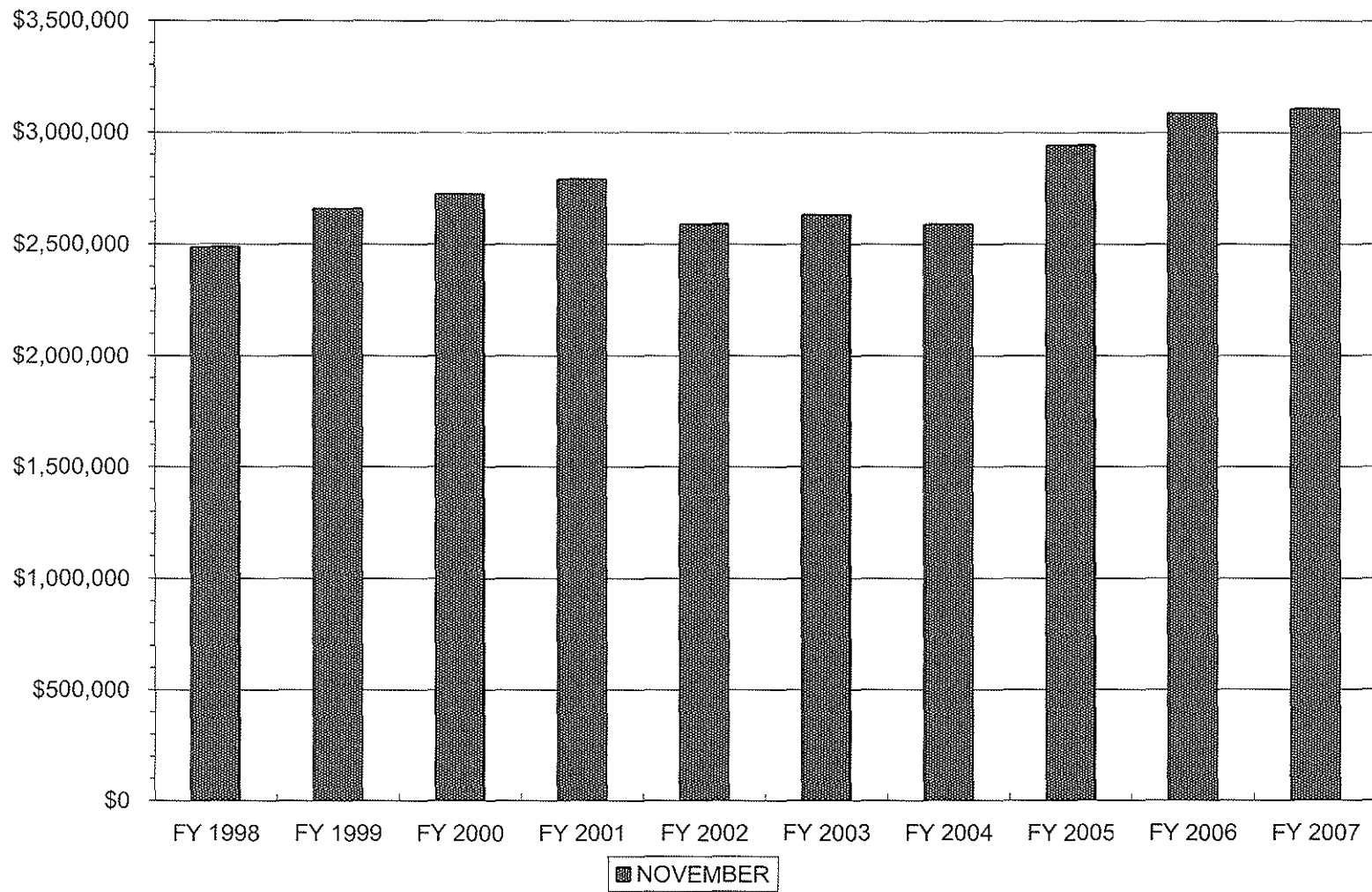
SUBJECT: Financial Report – November

- Water sales for the fiscal year are under budget by \$4,449,966 (13.9%) and water purchases from Chicago are under budget by \$3,828,040 (12.8%).
- November sales tax collections (August sales) were \$19,687 (0.6%) more than the same period last fiscal year.
- The over budget condition in investment income is due to higher than budgeted investment yields.
- Commission's investment portfolio had a market value of \$131.1 million on November 30, 2006. The original purchase price of the portfolio was \$131.0 million. The portfolio was earning approximately 5.125% based on market yield and 5.102% based on original purchase price.
- Interest payment for the Revenue Bonds of \$2,800.04 was made on November 1.

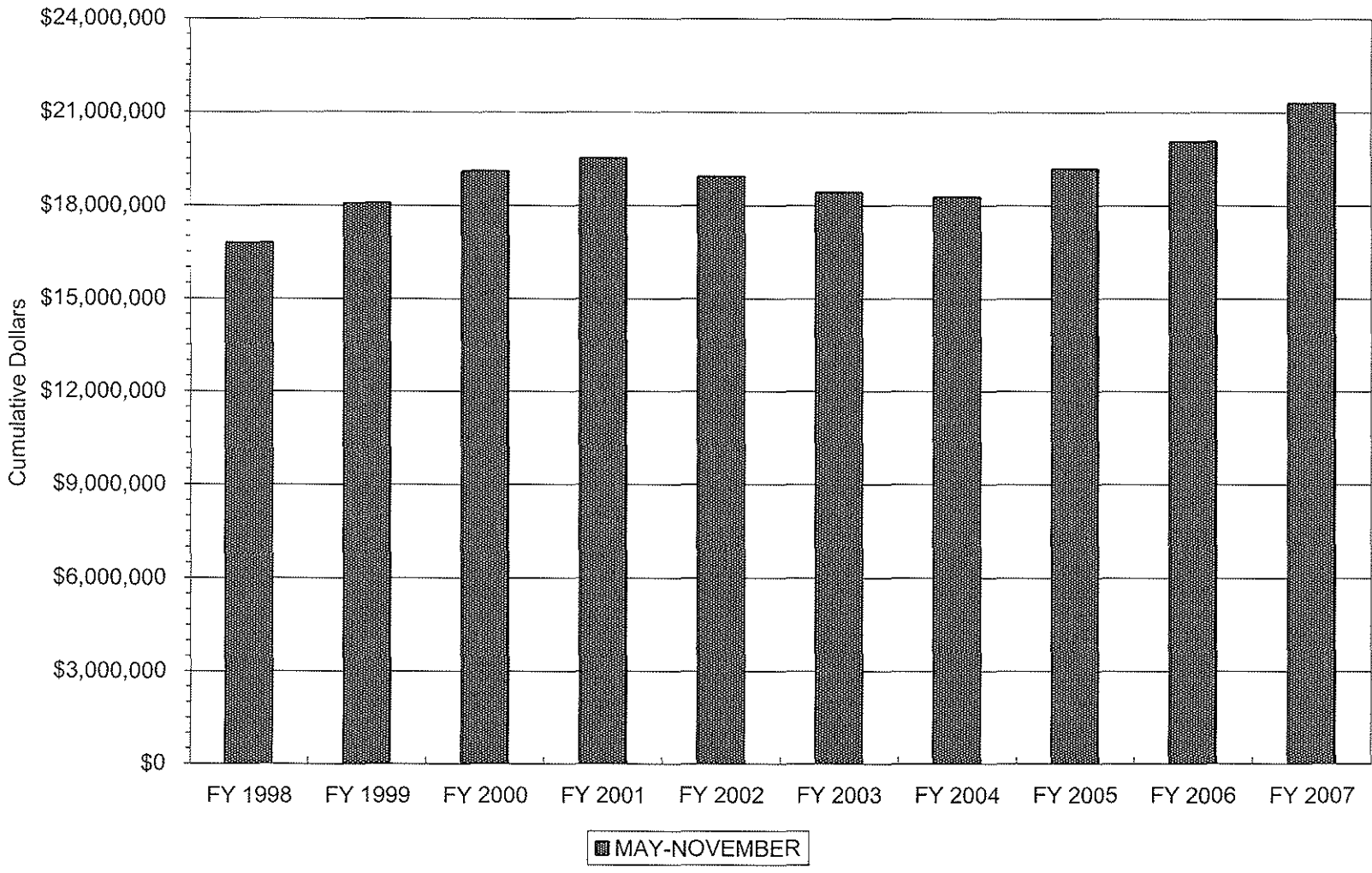
cc: Chairman and Commissioners

Financial Report – 2006.11

**DuPage Water Commission
Sales Tax Collected - Current Month**



DuPage Water Commission
Sales Tax Collections - Year to Date



BALANCE SHEET

AS OF: NOVEMBER 30TH, 2006

01 -WATER FUND

ACCOUNT #	ACCOUNT NAME	2005-2006 BALANCE	2006-2007 BALANCE
<u>ASSETS</u>			
=====			
<u>CURRENT</u>			
CASH		160,052.12	10,312,752.31
INVESTMENTS		147,961,431.86	131,139,793.56
ACCOUNTS RECEIVABLE			
WATER SALES		5,384,871.91	4,658,268.89
INTEREST RECEIVABLE		1,161,328.06	751,355.81
OTHER		8,253,406.71	8,750,810.87
INVENTORY & PREPAIDS		796,434.56	814,594.32
TOTAL CURRENT ASSETS		163,717,525.22	156,427,575.76
<u>NONCURRENT ASSETS</u>			
FIXED ASSETS		447,353,376.32	447,639,178.71
LESS:ACCUMULATED DEPRECIATION	(83,090,715.01)		(89,797,264.20)
CONSTRUCTION WORK IN PROGRESS		15,820,455.76	21,414,776.08
LONG TERM RECEIVABLES		5,172,291.00	4,999,623.00
DEFERRED WATER SUPPLY CONTRACTS		868,166.47	0.00
TOTAL NONCURRENT ASSETS		386,123,574.54	384,256,313.59
TOTAL ASSETS		549,841,099.76	540,683,889.35
		=====	=====
<u>LIABILITIES</u>			
=====			
<u>CURRENT LIABILITIES</u>			
ACCOUNTS PAYABLE		3,932,806.95	6,556,095.72
BONDS PAYABLE		18,000,000.00	18,895,000.00
DUE TO THE COUNTY		15,000,000.00	15,000,000.00
ACCRUED INTEREST		1,350,948.96	1,194,907.29
CONTRACT RETENTION		905,763.23	243,164.56
DEFERRED REVENUE		2,772,687.96	2,642,080.92
TOTAL CURRENT LIABILITIES		41,962,207.10	44,531,248.49
<u>NONCURRENT LIABILITIES</u>			
REVENUE BONDS		105,633,839.86	96,872,876.30
GENERAL OBLIGATION BONDS		57,076,137.33	46,559,512.25
DUE TO THE COUNTY		15,000,000.00	0.00
TOTAL NONCURRENT LIABILITIES		177,709,977.19	143,432,388.55
TOTAL LIABILITIES		219,672,184.29	187,963,637.04
		=====	=====
BEGINNING EQUITY/RESERVES		326,064,667.84	344,386,211.33
TOTAL REVENUE		54,548,874.76	53,701,941.64
TOTAL EXPENSES		50,444,627.13	45,367,900.66
TOTAL EQUITY/RESERVES		4,104,247.63	8,334,040.98
NET ASSETS		549,841,099.76	540,683,889.35
		=====	=====

DU PAGE WATER COMMISSION
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2006

01 -WATER FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
WATER SERVICE	49,400,736.00	3,357,622.83	0.00	28,150,122.96	0.00	21,250,613.04	56.98
TAXES	35,677,396.00	3,105,229.28	0.00	21,307,462.62	0.00	14,369,933.38	59.72
OTHER INCOME	4,540,280.00	571,572.45	0.00	4,244,356.06	0.00	295,923.94	93.48
TOTAL REVENUES	89,618,412.00	7,034,424.56	0.00	53,701,941.64	0.00	35,916,470.36	59.92
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERVICES	5,125,378.00	264,877.54	0.00	3,467,754.34	0.00	1,657,623.66	67.66
CONTRACT SERVICES	641,181.00	33,603.42	0.00	346,450.79	0.00	294,730.21	54.03
INSURANCE	864,484.00	76,970.81	0.00	463,508.76	0.00	400,975.24	53.62
OPERATIONAL SUPPORT SRVS	815,193.00	53,847.27	0.00	337,819.05	0.00	477,373.95	41.44
WATER OPERATION	54,910,943.00	3,275,491.01	0.00	29,954,812.11	0.00	24,956,130.89	54.55
BOND INTEREST	8,208,650.00	687,345.08	0.00	4,825,341.62	0.00	3,383,308.38	58.78
CAPITAL	6,839,725.00	557,315.70	0.00	3,921,885.09	0.00	2,917,839.91	57.34
WORK IN PROGRESS	0.00	8,495.02	0.00	2,050,328.90	0.00	(2,050,328.90)	0.00
TOTAL ADMINISTRATION	77,405,554.00	4,957,945.85	0.00	45,367,900.66	0.00	32,037,653.34	58.61
TOTAL EXPENDITURES	77,405,554.00	4,957,945.85	0.00	45,367,900.66	0.00	32,037,653.34	58.61
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	12,212,858.00	2,076,478.71	0.00	8,334,040.98	0.00	3,878,817.02	68.24
	=====	=====	=====	=====	=====	=====	=====

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2006

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 11/30/06	BID PRICE 11/30/06
Water Fund Depository Accounts (01-1210)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ 1,273,331.00	\$ 1,273,331.00	\$ -	\$ 1,273,331.00	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	1,134,006.60	1,134,006.60	-	1,134,006.60	-	100.000
				5.218%	5.218%	\$ 2,407,337.60	\$ 2,407,337.60	\$ -	\$ 2,407,337.60	\$ -	
Water Fund Oper. & Maint. Acct. (01-1211)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ 7,983,014.20	\$ 7,983,014.20	\$ -	\$ 7,983,014.20	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	4,503,645.76	4,503,645.76	-	4,503,645.76	-	100.000
				5.213%	5.213%	\$ 12,486,659.96	\$ 12,486,659.96	\$ -	\$ 12,486,659.96	\$ -	
Revenue Bond Interest Account (01-1212)											
One Group Government Money Market	1.332%	11/30/06	12/01/06	1.332%	1.332%	\$ 979.43	\$ 979.43	\$ -	\$ 979.43	\$ 16.97	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	11/02/06	04/30/07	4.632%	4.870%	575,000.00	571,945.31	(359.37)	572,304.68	1,736.98	99.469
				4.626%	4.864%	\$ 575,979.43	\$ 572,924.74	\$ (359.37)	\$ 573,284.11	\$ 1,753.95	
Revenue Bond Principal (01-1213)											
One Group Government Money Market	1.332%	11/30/06	12/01/06	1.332%	1.332%	\$ 134.95	\$ 134.95	\$ -	\$ 134.95	\$ 10.85	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	05/15/06	04/30/07	4.777%	4.870%	901,000.00	896,213.44	4,856.95	891,356.49	2,721.77	99.469
U. S. Treas. Notes (JP Morgan)	3.625%	06/09/06	04/30/07	4.861%	4.870%	729,000.00	725,127.19	3,929.76	721,197.43	2,202.19	99.469
U. S. Treas. Notes (JP Morgan)	3.625%	07/14/06	04/30/07	4.956%	4.870%	727,000.00	723,137.81	3,635.00	719,502.81	2,196.15	99.469
U. S. Treas. Notes (JP Morgan)	3.625%	08/09/06	04/30/07	4.808%	4.870%	723,000.00	719,159.06	2,202.88	716,956.18	2,184.06	99.469
U. S. Treas. Notes (JP Morgan)	3.625%	09/12/06	04/30/07	4.734%	4.870%	719,000.00	715,180.31	1,067.26	714,113.05	2,171.98	99.469
U. S. Treas. Notes (JP Morgan)	3.625%	10/04/06	04/30/07	4.606%	4.870%	717,000.00	713,190.94	56.01	713,134.93	2,165.94	99.469
U. S. Treas. Notes (JP Morgan)	3.625%	11/02/06	04/30/07	4.632%	4.870%	810,000.00	805,696.88	(505.26)	806,203.14	2,446.88	99.469
				4.766%	4.870%	\$ 5,326,134.95	\$ 5,297,840.58	\$ 15,241.60	\$ 5,282,598.98	\$ 16,099.82	
Revenue Bond Debt Svc. Reserve (01-1214)											
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Oper. & Maint. Res. (01-1215)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ 6,613,523.82	\$ 6,613,523.82	\$ -	\$ 6,613,523.82	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	5,273,578.80	5,273,578.80	-	5,273,578.80	-	100.000
				5.217%	5.217%	\$ 11,887,102.62	\$ 11,887,102.62	\$ -	\$ 11,887,102.62	\$ -	

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
November 30, 2006

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 11/30/06	BID PRICE 11/30/06
Water Fund Depreciation Account (01-1216)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ 2,834,192.11	\$ 2,834,192.11	\$ -	\$ 2,834,192.11	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	3,576,936.19	3,576,936.19	-	3,576,936.19	-	100.000
				5.222%	5.222%	\$ 6,411,128.30	\$ 6,411,128.30	\$ -	\$ 6,411,128.30	\$ -	
Water Fund General Account (01-1217)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ 17,489,955.98	\$ 17,489,955.98	\$ -	\$ 17,489,955.98	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	1,557,384.24	1,557,384.24	-	1,557,384.24	-	100.000
				5.201%	5.201%	\$ 19,047,340.22	\$ 19,047,340.22	\$ -	\$ 19,047,340.22	\$ -	
Water Fund General Account (01-1218)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ -	\$ -	\$ -	\$ -	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	-	-	-	-	-	100.000
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax Funds (01-1230)											
Illinois Funds-Money Market	5.197%	11/30/06	12/01/06	5.197%	5.197%	\$ 23,904,445.73	\$ 23,904,445.73	\$ -	\$ 23,904,445.73	\$ -	100.000
Illinois Funds-Prime Fund	5.241%	11/30/06	12/01/06	5.241%	5.241%	10,628,197.42	10,628,197.42	-	10,628,197.42	-	100.000
Cert. of Deposit (Oak Brook Bank)	4.700%	01/13/06	01/14/07	4.700%	4.700%	6,000,000.00	6,000,000.00	-	6,000,000.00	248,005.48	100.000
Cert. of Deposit (Mid America Bank)	4.850%	04/17/06	04/16/07	4.850%	4.850%	6,000,000.00	6,000,000.00	-	6,000,000.00	180,978.08	100.000
Cert. of Deposit (Winfield Community Bank)	4.000%	06/21/06	06/15/07	4.000%	4.000%	2,500,000.00	2,500,000.00	-	2,500,000.00	44,383.56	100.000
Cert. of Deposit (West Suburban Bank)	5.519%	07/17/06	07/17/07	5.519%	5.519%	5,935,100.00	5,935,100.00	-	5,935,100.00	122,044.65	100.000
Cert. of Deposit (Suburban Bank & Trust)	5.260%	10/16/06	10/17/06	5.260%	5.260%	6,000,000.00	6,000,000.00	-	6,000,000.00	37,180.27	100.000
Cert. of Deposit (West Suburban Bank)	5.252%	10/16/06	10/16/07	5.252%	5.252%	64,900.00	64,900.00	-	64,900.00	420.23	100.000
				5.110%	5.110%	\$ 61,032,643.15	\$ 61,032,643.15	\$ -	\$ 61,032,643.15	\$ 633,012.27	
2001 G. O. Bonds Debt Service (01-1243)											
ABN AMRO Government Money Market	5.072%	11/30/06	12/01/06	5.072%	5.072%	\$ 263,676.70	\$ 263,676.70	\$ -	\$ 263,676.70	\$ 1,087.58	100.000
U. S. Treas. Notes (LaSalle Bank)	3.375%	02/24/06	02/28/07	4.751%	4.950%	11,544,000.00	11,497,102.50	108,225.00	11,388,877.50	97,402.50	99.594
U. S. Treas. Notes (LaSalle Bank)	3.375%	03/07/06	02/28/07	4.792%	4.950%	237,000.00	236,037.19	2,221.88	233,815.31	1,999.69	99.594
				4.759%	4.953%	\$ 12,044,676.70	\$ 11,996,816.39	\$ 110,446.88	\$ 11,886,369.51	\$ 100,489.77	
TOTAL ALL FUNDS				5.102%	5.125%	\$131,219,002.93	\$131,139,793.56	\$ 125,329.11	\$131,014,464.45	\$ 751,355.81	
				=====	=====	=====	=====	=====	=====	=====	
November 30, 2006				90 DAY US TREASURY YIELD		4.990%	=====				



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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

A handwritten signature in black ink, appearing to be "RLM", is written over the name "Robert L. Martin, P.E.".

DATE: December 7, 2006

SUBJECT: Jack Knuepfer

Attached is a Resolution on Jack Knuepfer that Maureen came across and thought it would be nice to share with the board.



SR0898

LRB094 21984 KXB 60495 r

1 SENATE RESOLUTION

2 WHEREAS, The members of the Illinois Senate wish to extend
3 their sincere condolences to the family and friends of Jack T.
4 Knuepfer, who passed away on September 13, 2006; and

5 WHEREAS, Jack Knuepfer was a graduate of Oak Park River
6 Forest High School; he was an Eagle Scout by the age of 17; in
7 1941 he worked with the British Army as an ambulance driver in
8 North Africa until the United States entered the war; he then
9 served with the United States Army until the end of the war;
10 and

11 WHEREAS, Jack Knuepfer and his wife, Virginia "Dinny" were
12 married in 1948; he received a Master's degree in business from
13 the University of Chicago; he then worked at his father's
14 business, General Engineering Works; and

15 WHEREAS, After his basement flooded and he became
16 disappointed in the response of the city officials, he made a
17 successful bid for a seat on the Elmhurst City Council, and
18 became an alderman, serving from 1954 to 1958; and

19 WHEREAS, After leaving city politics, he returned to the
20 family business, but he returned to politics in 1964 when he
21 won a seat in the Illinois House of Representatives; two years
22 later, he moved to the Illinois Senate and served as an
23 Illinois Senator for eight years until 1974; and

24 WHEREAS, Four years later, he again returned to politics
25 when he was elected as the DuPage County Board Chairman; he
26 served in that position until 1990; and

27 WHEREAS, During his political career, Jack Knuepfer led
28 efforts to create an intergovernmental storm-water management
29 committee in DuPage County; under his leadership the

1 Elmhurst-Chicago Stone Quarry was purchased in 1992 to help
2 prevent flooding in DuPage homes; and

3 WHEREAS, His hard work in the community included lobbying
4 for legislation creating the DuPage County Water Commission,
5 overseeing the extension of the North/South Tollway, the
6 widening of Naperville Road in Wheaton, establishing the DuPage
7 Airport Authority as an economic engine for commercial
8 development, and the extension of Diehl Road in Naperville; he
9 was honored in 2000 when the county administration building was
10 renamed in his honor; and

11 WHEREAS, Jack T. Knuepfer is survived by his wife, Virginia
12 "Dinny"; his children, Claude (Karen), Mark (Margo), Barbara
13 (John), and Sue (Andrew); his daughter-in-law, Nancy; his
14 grandchildren, Kathy, Paul, Amy, Kaylen, Aleksandra, Jack,
15 Jacob, Adam, Kevin, Daniel, Samantha, Kasey, Christian, and
16 Charlie; his great-granchildren, Connor, Kailey, Kyle, and
17 Joshua; his sister-in-law, Joyce; his sister, Marilyn (Burt);
18 and many nieces and nephews; therefore, be it

19 RESOLVED, BY THE SENATE OF THE NINETY-FOURTH GENERAL
20 ASSEMBLY OF THE STATE OF ILLINOIS, that we mourn, along with
21 his family and friends, the passing of Jack T. Knuepfer; and be
22 it further

23 RESOLVED, That a suitable copy of this resolution be
24 presented to the family of Jack T. Knuepfer.



DuPage Water Commission

MEMORANDUM

TO: Robert Martin General Manager

FROM: Terry McGhee Operations Supervisor
Ed Kazmierczak Pipeline Supervisor
Chris Bostick Facilities Construction Supervisor
John Schori Instrumentation Supervisor
Frank Frelka GIS Coordinator

DATE: December 8, 2006

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of November were a total of 2.135 billion gallons. This represents an average day demand of 71.2 million gallons per day (MGD), which is lower than the November 2005 average day demand of 73.7 MGD. The maximum day demand was 77.0 MGD on November 3, 2006, which is lower than the November 2005 maximum day demand of 78.9 MGD. The minimum day flow was 67.6 MGD. The Commission recorded a total precipitation for the month of November of 3.07 inches compared to 1.61 inches for November 2005. The level of Lake Michigan for November 2006 is 577.2 (Feet IGLD 1985) compared to 577.2 (Feet IGLD 1985) for November of 2005.

Operations Construction Overview

Contract PSD-6 Reservoir Addition

Division B – Cadwell Avenue Re-Alignment: Advertisements for bids will be sent out this winter in order to schedule work at the beginning of the next construction season. A public meeting concerning this issue is being planned at the request of the City of Elmhurst.

Contract PSD-7 DPPS Electrical Generation

CDM has reviewed VE Study recommendations and has provided an Engineer's report on the feasibility of the recommendations. A discussion of the Engineer's report recommendations is scheduled for the December Commission meeting.

Lexington Pump Station Electrical Generation Feasibility Study

Greeley and Hansen has reviewed the VE Study recommendations and has provided an Engineer's report on the feasibility of the recommendations. The General Manager discussed the finding of this report with the City of Chicago. A discussion of the Engineer's report and the City's recommendations is scheduled for the December Commission meeting.

Tank # 4 Mixing System

Additional engineering is underway and bidding will take place this winter.

GISSystem Mapbook Update

Work is proceeding on Version 2 of the GIS system mapbook which will include virtually all GIS data layers developed to date as well as improved labeling and indexes for line valves, remotely operated valves, meter stations, streets and trauma centers.

Pipeline Calibration Project

This Patrick Engineering project is substantially complete. Calibration is the process of aligning pipeline station values in GIS as closely as possible with the actual values in the field. The deliverable for this project is a calibrated GIS pipeline feature class data layer which will be used as the basemap in all future GIS projects.

Pipeline Construction OverviewCONTRACT TIB-1/03 INNER BELT TRANSMISSION MAIN

Contractor is in the process of completing the installation of the corrosion protection and monitoring system.

CONTRACT VSR-1/06 VALVE STEM REPLACEMENT

Contract is in the preliminary design phase.

CONTRACT BOV-2/04 90" BLOW OFF VALVE IMPROVEMENTS

Project has been completed. R-49-06 appears on the agenda as a Contract Balancing Change Order.

CONTRACT QR-7

No work under this contract is currently in progress.

The following are attachments to this memorandum:

1. DuPage Laboratory Bench Sheets for November, 2006
2. Water Sales Analysis 01-May-03 to 31-November-06
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages


Operations\Memorandums\Status of Operations 061208.doc

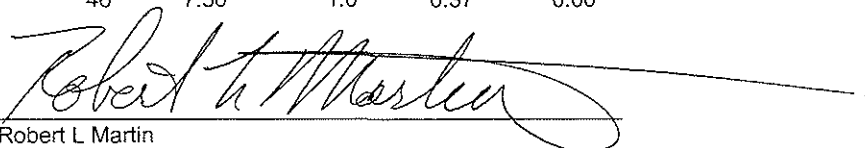
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR NOVEMBER 2006

LEXINGTON SUPPLY

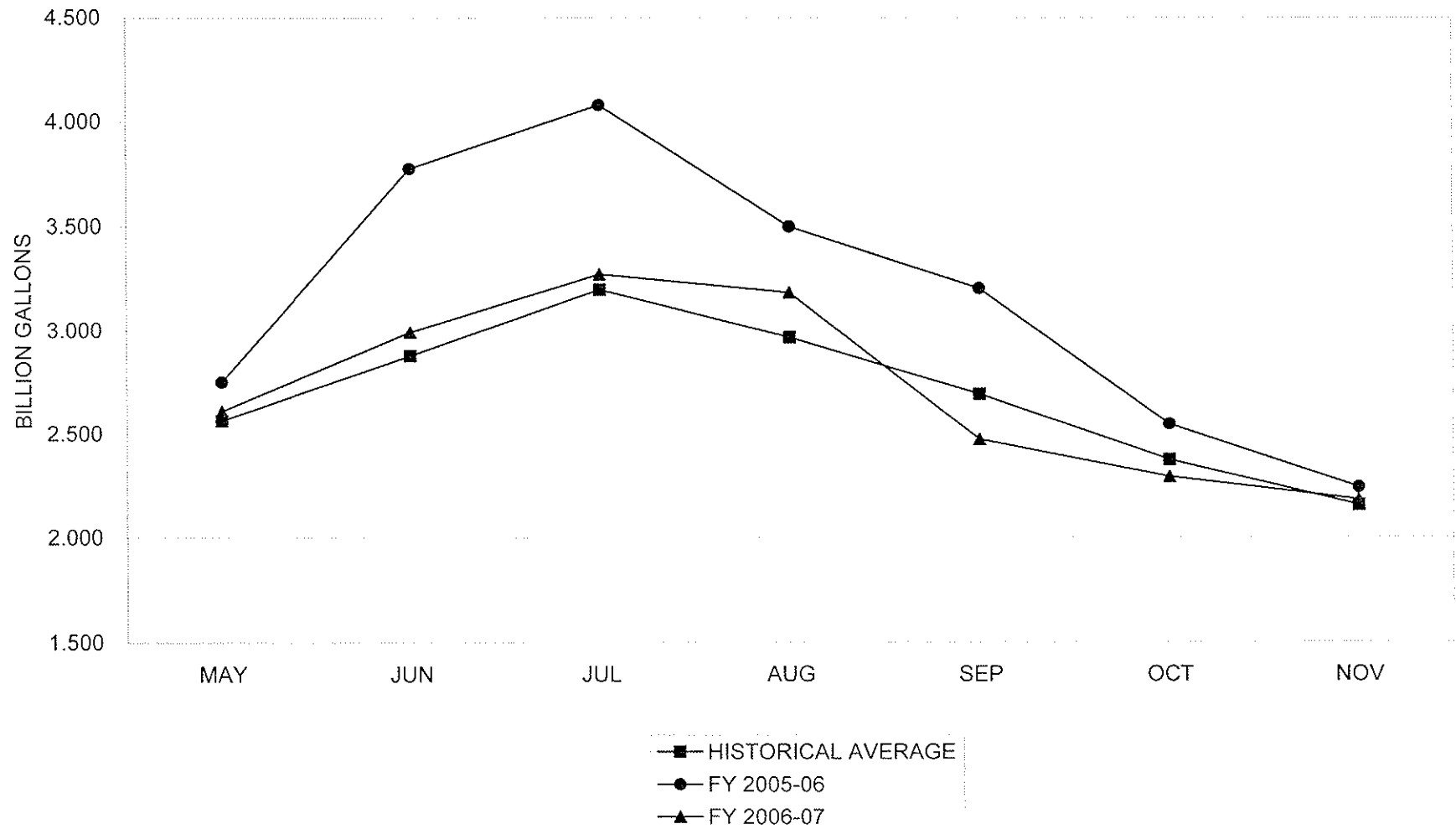
DUPAGE DISCHARGE

DAY	FREE CL ₂ mg/l	TURBIDITY NTU	PO ₄ mg/l	FREE CL ₂ mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride mg/l	PO ₄ mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.78	0.07	0.38	0.82	0.07	58	7.6	1.1	0.41	0	GA
2	0.76	0.07	0.38	0.83	0.07	58	7.6	1.1	0.37	0	GA
3	0.77	0.08	0.39	0.80	0.07	57	7.6	1.1	0.37	0	GA
4	0.76	0.08	0.38	0.81	0.07	54	7.6	1.1	0.39	0	KD
5	0.72	0.07	0.39	0.84	0.07	54	7.7	1.1	0.42	0	KD
6	0.75	0.07	0.40	0.81	0.08	54	7.7	1.1	0.39	0	KD
7	0.76	0.08	0.42	0.80	0.07	54	7.7	1.2	0.41	0	KD
8	0.77	0.09	0.39	0.80	0.07	52	7.6	1.2	0.40	0	GA
9	0.78	0.08	0.40	0.79	0.06	52	7.6	1.2	0.38	0	GA
10	0.77	0.08	0.35	0.78	0.07	52	7.6	1.1	0.39	0	GA
11	0.72	0.09	0.38	0.78	0.07	52	7.6	1.2	0.39	0	GA
12	0.73	0.09	0.37	0.78	0.07	50	7.5	1.1	0.39	0	JV
13	0.72	0.08	0.40	0.79	0.07	50	7.6	1.2	0.37	0	JV
14	0.75	0.10	0.41	0.79	0.07	50	7.6	1.1	0.38	0	JV
15	0.77	0.07	0.42	0.81	0.07	50	7.6	1.1	0.41	0	JV
16	0.77	0.09	0.39	0.82	0.07	49	7.5	1.1	0.38	0	MR
17	0.70	0.09	0.41	0.81	0.07	49	7.6	1.1	0.39	0	MR
18	0.72	0.09	0.40	0.79	0.08	49	7.6	1.1	0.41	0	MR
19	0.74	0.09	0.41	0.78	0.07	49	7.7	1.1	0.42	0	MR
20	0.72	0.09	0.42	0.79	0.07	48	7.7	1.1	0.42	0	JV
21	0.74	0.09	0.42	0.80	0.07	48	7.7	1.1	0.43	0	JV
22	0.75	0.09	0.42	0.79	0.08	48	7.6	1.1	0.41	0	JV
23	0.72	0.09	0.43	0.79	0.07	48	7.6	1.1	0.42	0	JV
24	0.72	0.09	0.41	0.80	0.07	48	7.7	1.1	0.42	0	MR
25	0.77	0.09	0.40	0.80	0.07	48	7.6	1.0	0.43	0	MR
26	0.78	0.09	0.41	0.79	0.07	47	7.6	1.1	0.41	0	MR
27	0.75	0.08	0.41	0.80	0.08	47	7.6	1.0	0.42	0	MR
28	0.78	0.08	0.42	0.80	0.09	47	7.6	1.1	0.42	0	JV
29	0.75	0.08	0.39	0.82	0.07	46	7.6	1.1	0.43	0	JV
30	0.76	0.07	0.40	0.78	0.07	46	7.7	1.1	0.41	0	JV
31											
AVG	0.75	0.08	0.40	0.80	0.07	50	7.62	1.1	0.40	0.00	
MAX	0.78	0.10	0.43	0.84	0.09	58	7.70	1.2	0.43	0.00	
MIN	0.70	0.07	0.35	0.78	0.06	46	7.50	1.0	0.37	0.00	

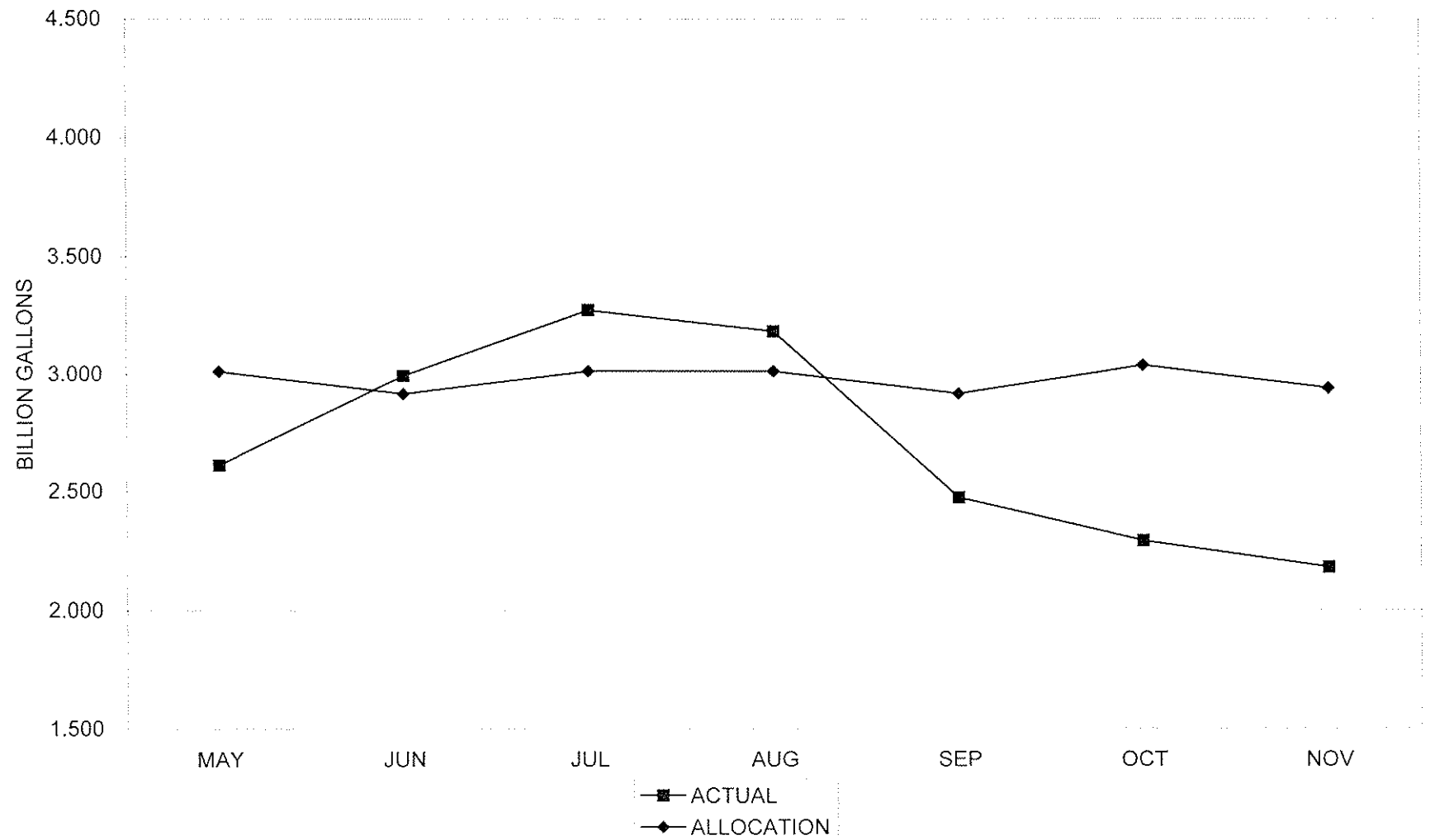

Terrance McGhee
Operations Supervisor


Robert L. Martin
General Manager

**DU PAGE WATER COMMISSION SALES
FY 2006-07 & FY 2005-06 VS. HISTORICAL AVERAGE**



DU PAGE WATER COMMISSION SALES
FY 2006-07 VS. ALLOCATION



DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Oct-06

PER DAY AVERAGE 82,373,379

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %
May-05	2,751,156,000	2,826,791,957	97.32%	\$3,383,921.88	\$3,669,175.96	7,991,723	0.28%	97.61%
Jun-05	3,775,195,000	3,884,927,612	97.18%	\$4,645,553.10	\$5,042,636.04	6,563,800	0.17%	97.34%
Jul-05	4,078,909,000	4,145,332,157	98.40%	\$5,017,058.07	\$5,380,641.14	6,773,400	0.16%	98.56%
Aug-05	3,498,090,000	3,609,900,000	96.90%	\$4,302,650.70	\$4,685,677.02	8,573,152	0.24%	97.14%
Sep-05	3,202,484,000	3,289,206,394	97.36%	\$3,939,055.32	\$4,269,389.90	6,689,590	0.20%	97.57%
Oct-05	2,545,686,000	2,647,388,860	96.16%	\$3,131,193.78	\$3,436,310.74	6,998,672	0.26%	96.42%
Nov-05	2,238,636,000	2,261,375,216	98.99%	\$2,753,522.28	\$2,935,265.03	5,496,962	0.24%	99.24%
Dec-05	2,362,455,000	2,422,577,673	97.52%	\$2,905,819.65	\$3,144,505.82	5,810,930	0.24%	97.76%
Jan-06	2,241,162,000	2,303,320,263	97.30%	\$2,756,629.26	\$3,063,415.95	4,323,441	0.19%	97.49%
Feb-06	2,033,220,000	2,083,799,323	97.57%	\$2,500,915.68	\$2,771,453.10	3,709,927	0.18%	97.75%
Mar-06	2,189,124,000	2,245,513,008	97.49%	\$2,693,251.86	\$2,986,532.30	5,523,343	0.25%	97.73%
Apr-06	2,288,760,000	2,342,619,023	97.70%	\$2,815,174.86	\$3,115,683.30	3,928,470	0.17%	97.87%
May-06	2,610,813,000	2,692,357,782	96.97%	\$3,237,408.12	\$3,580,835.85	5,227,307	0.19%	97.17%
Jun-06	2,992,447,000	3,070,487,707	97.46%	\$3,710,960.98	\$4,083,748.65	4,407,260	0.14%	97.60%
Jul-06	3,271,454,000	3,360,915,489	97.34%	\$4,056,602.96	\$4,470,017.60	4,330,000	0.13%	97.47%
Aug-06	3,182,143,000	3,278,914,023	97.05%	\$3,945,857.32	\$4,360,955.65	4,157,170	0.13%	97.18%
Sep-06	2,472,175,000	2,539,240,000	97.36%	\$3,065,988.70	\$3,377,189.20	4,242,692	0.17%	97.53%
Oct-06	2,290,903,000	2,358,823,308	97.12%	\$2,840,719.72	\$3,137,235.00	4,540,716	0.19%	97.31%
Nov-06	2,180,207,000	2,227,311,241	97.89%	\$2,703,456.68	\$2,962,323.95	28,850,568	1.30%	99.18%
TOTALS (1)	436,331,789,000	449,193,567,569	97.14%	\$580,919,030.97	\$498,897,676.80	419,570,530	0.09%	97.23%

(1) - SINCE MAY 1, 1992

(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

Operations\Spreadsheets\H2OSALES.xls

Memo

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

From: Carol Semrad, PHR

Date: December 7, 2006

Re: Human Resources Recap

We began our work together in November of 2005 with Sensitivity Training for all employees. We started with manager's training where specific information regarding manager's responsibilities was detailed. The two hour managerial session included pre and post testing to validate their learning.

We followed with sensitivity training for all employees. These two hour sessions provided an explanation of harassment, gave some specific examples of situations and required all employees be able to identify harassment and what to do should it occur. All employees were given a pre and post test to validate their learning. This training cost was \$2,250 or approximately \$75 per person for two hours of training.

Based on the needs of the organization, a customized workshop series was created to build the skills of the management team. The workshop consisted of five, four hour modules. Topics included: Communication Skills, Effective Performance Appraisals, Managing Conflict, Managing Performance, and Coaching: Influencing with Integrity. The workshops were conducted between February and July of 2006. All eight senior managers completed all sessions. The total cost for these sessions was \$6,000 or \$750 per person for 20 hours of training.

It was determined to effectively influence the organization these skills needed to also be taught to the second level supervisors. These modules were modified to be delivered in six, three hour sessions. Due to the work schedules of the second level supervisors, the group of eleven has been divided in two. To date, all eleven supervisors have completed three of the six modules. The cost to date for these sessions to date is \$7,200 or \$654.50 per person for nine hours of training.

Following each session, evaluations are collected. Some selected responses to the following inquiry: What I found most valuable:

"Different paths may be used to achieve our goals"

"Opened my eyes to varied ways to achieve goals"

"I learned how to deal with topics I don't agree with"

"I learned how to set up the appraisal process and set the tone for the meeting"

"Role playing leads to creative ideas"

In addition to each of the workshops, one-on-one coaching for each of the managers is available to discuss specific situations and reinforce the skills and principles of the training. To date the coaching has included performance management, interview skills training, and conflict resolution. To date 15.6 hours of coaching has been provided for a total cost of \$2,946.25.

Collaborative Skills training was also introduced to the Safety Committee to enhance their ability to work together in a productive manner. This four hour session was customized to meet the needs of the Commission and was attended by all seven members of the Safety Committee. In addition, coaching was provided at the first Safety Committee meeting to ensure collaborative skills were demonstrated amongst the committee members. The total cost for the training and coaching was \$1,950.00 or \$278 per person.

Manager Skills Training Dates

July 25 Final session of series

Second Level Supervisor Training Dates

July 27 and August 1 Session 1

October 16 and 19 Session 2

November 16 and 20 Session 3

Manager Skills Training (Remaining Balance)	\$ 600.00
Second Level Supervisor Training	\$ 7,200.00
Coaching/Consulting	\$ 5,673.00*
Safety Committee Workshop and Coaching	<u>\$ 1,950.00</u>

Total Year to Date Expenses (May 1, 2006- present) \$15,423.00

*In addition to the one-on-one coaching for managers, this amount includes \$2,726.75 in consulting re: Interviews, terminations, etc.

Plan for Balance of the Year

Remaining Second Level Supervisor Training (3 sessions)	\$ 7,200.00
Sensitivity Training Refresher	\$ 2,250.00
Consulting on various topics (Diversity, HR Audit etc)	<u>\$ 5,127.00</u>
	\$14,577.00
Total Projected Annual Expense	\$30,000.00

CHANGE ORDER

DuPAGE WATER COMMISSION

SHEET 1 OF 3

PROJECT NAME: Blow Off Valve Repair to 90" Trans. Main

CHANGE ORDER NO. 1

LOCATION: DuPage County

CONTRACT NO. BOV-2

CONTRACTOR: Rossi Contractors Inc.

DATE: December 7, 2006

I. A. DESCRIPTION OF CHANGES INVOLVED:

Contract Balancing Change Order

B. REASON FOR CHANGE:

Contract balancing change order reflecting final in place quantities.

C. REVISION IN CONTRACT PRICE:

(\$506,822.50)

BLOW OFF VALVE REPAIR (BOV-2)

DATE 12/01/06

ROSSI CONTRACTORS
201 WEST LAKE STREET
NORTHLAKE, ILLINOIS 60164

FINALPAYMENT

ACCOUNT # AMOUNT
01-60-6631 \$303,299.70
01-2520 \$171,786.66
01-2530 \$0.00

#	ITEM	ORIGINAL CONTRACT QUANTITY	UNIT	UNIT PRICE	ORIGINAL CONTRACT PRICE	AMENDED CONTRACT QUANTITY	AMENDED CONTRACT PRICE	CURRENT QUANTITY	TO DATE EXTENSION	PREVIOUS QUANTITY	PAYMENT EXTENSION	THIS QUANTITY	PAYMENT EXTENSION	CONTRACT QUANTITY	BALANCE EXTENSION
1	Valve #1	100%	Lump Sum	\$94,600.00	\$94,600.00	100%	\$94,600.00	100%	\$94,600.00	100%	\$94,600.00	0%	\$0.00	0%	\$0.00
2	Valve #2	100%	Lump Sum	\$127,800.00	\$127,800.00	100%	\$127,800.00	100%	\$127,800.00	100%	\$127,800.00	0%	\$0.00	0%	\$0.00
3	Valve #3	100%	Lump Sum	\$75,000.00	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00	0%	\$0.00	0%	\$0.00
4	Valve #4	100%	Lump Sum	\$75,000.00	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00	0%	\$0.00	0%	\$0.00
5	Valve #5	100%	Lump Sum	\$85,200.00	\$85,200.00	100%	\$85,200.00	100%	\$85,200.00	100%	\$85,200.00	0%	\$0.00	0%	\$0.00
6	Valve #6	100%	Lump Sum	\$66,300.00	\$66,300.00	100%	\$66,300.00	100%	\$66,300.00	100%	\$66,300.00	0%	\$0.00	0%	\$0.00
7	Valve #7	100%	Lump Sum	\$94,400.00	\$94,400.00	100%	\$94,400.00	100%	\$94,400.00	90%	\$84,400.00	11%	\$10,000.00	0%	\$0.00
8	Valve #8	100%	Lump Sum	\$50,300.00	\$50,300.00	100%	\$50,300.00	100%	\$50,300.00	100%	\$50,300.00	0%	\$0.00	0%	\$0.00
9	Valve #9	100%	Lump Sum	\$53,100.00	\$53,100.00	100%	\$53,100.00	100%	\$53,100.00	100%	\$53,100.00	0%	\$0.00	0%	\$0.00
10	Valve #10	100%	Lump Sum	\$110,900.00	\$110,900.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
11	Valve #11	100%	Lump Sum	\$21,800.00	\$21,800.00	100%	\$21,800.00	100%	\$21,800.00	0%	\$0.00	100%	\$21,800.00	0%	\$0.00
12	Valve #12	100%	Lump Sum	\$46,500.00	\$46,500.00	100%	\$46,500.00	100%	\$46,500.00	100%	\$46,500.00	0%	\$0.00	0%	\$0.00
13	Valve #13	100%	Lump Sum	\$57,500.00	\$57,500.00	100%	\$57,500.00	100%	\$57,500.00	100%	\$57,500.00	0%	\$0.00	0%	\$0.00
14	Valve #14	100%	Lump Sum	\$64,800.00	\$64,800.00	100%	\$64,800.00	100%	\$64,800.00	100%	\$64,800.00	0%	\$0.00	0%	\$0.00
15	Valve #15	100%	Lump Sum	\$61,800.00	\$61,800.00	100%	\$61,800.00	100%	\$61,800.00	100%	\$61,800.00	0%	\$0.00	0%	\$0.00
16	Valve #16	100%	Lump Sum	\$50,300.00	\$50,300.00	100%	\$50,300.00	100%	\$50,300.00	100%	\$50,300.00	0%	\$0.00	0%	\$0.00
17	Valve #17	100%	Lump Sum	\$45,100.00	\$45,100.00	100%	\$45,100.00	100%	\$45,100.00	100%	\$45,100.00	0%	\$0.00	0%	\$0.00
18	Valve #18	100%	Lump Sum	\$45,100.00	\$45,100.00	100%	\$45,100.00	100%	\$45,100.00	100%	\$45,100.00	0%	\$0.00	0%	\$0.00
19	Valve #19	100%	Lump Sum	\$70,300.00	\$70,300.00	100%	\$70,300.00	100%	\$70,300.00	100%	\$70,300.00	0%	\$0.00	0%	\$0.00
20	Valve #20	100%	Lump Sum	\$78,500.00	\$78,500.00	100%	\$78,500.00	100%	\$78,500.00	100%	\$78,500.00	0%	\$0.00	0%	\$0.00
21	Valve #21	100%	Lump Sum	\$75,000.00	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00	100%	\$75,000.00	0%	\$0.00	0%	\$0.00
22	Valve #22	100%	Lump Sum	\$57,500.00	\$57,500.00	100%	\$57,500.00	100%	\$57,500.00	100%	\$57,500.00	0%	\$0.00	0%	\$0.00
23	Valve #23	100%	Lump Sum	\$59,200.00	\$59,200.00	100%	\$59,200.00	100%	\$59,200.00	100%	\$59,200.00	0%	\$0.00	0%	\$0.00
24	Valve #24	100%	Lump Sum	\$57,200.00	\$57,200.00	100%	\$57,200.00	100%	\$57,200.00	100%	\$57,200.00	0%	\$0.00	0%	\$0.00
25	Valve #25	100%	Lump Sum	\$51,300.00	\$51,300.00	100%	\$51,300.00	100%	\$51,300.00	100%	\$51,300.00	0%	\$0.00	0%	\$0.00
26	Valve #26	100%	Lump Sum	\$19,400.00	\$19,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
27	Valve #27	100%	Lump Sum	\$46,400.00	\$46,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
28	Valve #28	100%	Lump Sum	\$49,500.00	\$49,500.00	100%	\$49,500.00	100%	\$49,500.00	100%	\$49,500.00	0%	\$0.00	0%	\$0.00
29	Valve #29	100%	Lump Sum	\$62,800.00	\$62,800.00	100%	\$62,800.00	100%	\$62,800.00	100%	\$62,800.00	0%	\$0.00	0%	\$0.00
30	Valve #7A	100%	Lump Sum	\$5,500.00	\$5,500.00	100%	\$5,500.00	100%	\$5,500.00	100%	\$5,500.00	0%	\$0.00	0%	\$0.00
31	Initial 110 Anodes	110.00	Lump Sum	\$ 290.00	\$31,900.00	110	\$31,900.00	110	\$31,900.00	106.00	\$30,740.00	4.00	\$1,160.00	-	\$0.00
32	Traffic Control	1.00	Lump Sum	\$43,300.00	\$43,300.00	1	\$43,300.00	1	\$43,300.00	0.87	\$37,497.80	0.13	\$5,802.20	-	\$0.00
33	25 Additional Anodes	25.00	Lump Sum	\$448.00	\$11,200.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-1	Step 3 Dewatering Water Main	420,000	C.F.	\$0.50	\$210,000.00	418,875	\$210,000.00	418,875	\$209,437.50	-	\$0.00	418,875.00	\$209,437.50	-	\$0.00
I-2	Step 4 Repair External Leakage	2	Each	\$18,800.00	\$37,600.00	1	\$37,600.00	1	\$18,800.00	-	\$0.00	1.00	\$18,800.00	-	\$0.00
I-3	Step 5 Retire of Blow Off Valve	2	Each	\$10,100.00	\$20,200.00	1	\$20,200.00	1	\$10,100.00	-	\$0.00	1.00	\$10,100.00	-	\$0.00
I-4	Step 6 Install Replacement Valve	2	Each	\$20,200.00	\$40,400.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-5	Step 7 Replace of Joint Bolts	2	Each	\$8,700.00	\$17,400.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-6	Step 5a Seal Plate Work	2	Each	\$13,100.00	\$26,200.00	2	\$26,200.00	2	\$26,200.00	-	\$0.00	2.00	\$26,200.00	-	\$0.00
I-7	Repair of Exterior Coating	250	S.F.	\$480.00	\$120,000.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-8	Granular Material	1,000	C.Y.	\$10.00	\$10,000.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-9	Class "SI" Concrete	100	C.Y.	\$100.00	\$10,000.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-10	Class B Concrete	100	C.Y.	\$100.00	\$10,000.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-11	Remove and Repl Concrete	50	S.Y.	\$115.00	\$5,750.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-12	Remove and Repl Concrete	50	S.Y.	\$101.50	\$5,075.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-13	Remove and Repl Concrete	50	S.Y.	\$109.00	\$5,450.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-14	Remove and Repl Concrete	100	S.Y.	\$58.00	\$5,800.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-15	Rem & Repl Sidewalk	100	S.Y.	\$7.50	\$750.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-16	Curb & Gutter	30	L.F.	\$23.75	\$712.50	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-17	Bike Path	100	S.Y.	\$32.50	\$3,250.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-18	Relocate Water Main	20	L.F.	\$101.95	\$2,039.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-19	10" Sewer Replacement	20	L.F.	\$107.95	\$2,159.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-20	Sod Replacement - Valve#2	50	S.Y.	\$10.50	\$525.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-21	Sod Replacement	20	S.Y.	\$12.00	\$240.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-22	Rock Excavation	10	C.Y.	\$124.95	\$1,249.50	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-23	Flowable Trench Backfill	500	C.Y.	\$96.00	\$48,000.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-24	Over Excavation	100	C.Y.	\$1.00	\$100.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-25	Additional Granular Backfill	100	C.Y.	\$1.00	\$100.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00
I-26	Additional Soil Backfill	100	C.Y.	\$1.00	\$100.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Original Contract or as modified by previous Change Orders is hereby reduced by 0 calendar days, making the final completion date January 30, 2007.
2. Any additional work to be performed under this Change Order shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the Supplemental Contract Drawings designated as Blow Off Valve Improvements, and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications, General Specifications, and Project Specifications for the same type of work.
3. This Change Order unless otherwise provided herein does not relieve the contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.
4. The Contractor expressly agrees he will place under coverage of his Performance and Payment Bonds and Contractor's Insurance all work covered by this Change Order. The Contractor will furnish to the Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Change Orders which exceeds the Original Contract Price by twenty percent (20%).

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>2,527,600.00</u>
2.	Net change due to all previous Change Orders	\$ <u>0.00</u>
3.	Contract Price, not including this Change Order	\$ <u>2,527,600.00</u>
4.	Addition to Contract Price due to this Change Order	\$ <u>(506,822.50)</u>
5.	Final Adjusted Contract Price	\$ <u>2,020,777.50</u>

RECOMMENDED FOR ACCEPTANCE:

PROJECT COORDINATOR: _____ ()
Date

ACCEPTED:

CONTRACTOR: Rossi Contractors Inc.

By: _____ ()
Signature of Authorized Date
Representative

DUPAGE WATER COMMISSION:

By: _____ ()
Robert L. Martin Date
General Manager



DuPage Water Commission

MEMORANDUM

TO: Interested News Medium

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

DATE: December 14, 2006

SUBJECT: 2007 Schedule of Meetings

As required in 5 ILCS 120/2.03 the following is a list of regular board meetings for the DuPage Water Commission:

January 11, 2007
February 8, 2007
March 8, 2007
April 12, 2007
May 10, 2007
June 14, 2007
July 12, 2007
August 9, 2007
September 13, 2007
October 11, 2007
November 8, 2007
December 13, 2007

The regular Commission meetings begin at 7:30 P.M. and are held at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126. Administration, Engineering and Finance Committee meetings held prior to regular Commission meetings at 7:00 P.M. at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126.