



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, FEBRUARY 11, 2010
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
 - A. Regular Meeting of January 14, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the January 14, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. First Executive Session of January 14, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the First Executive Session of the January 14, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

- C. Second Executive Session of January 14, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the Second Executive Session of the January 14, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

D. Executive Session of October 8, 2009

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the October 8, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

E. Executive Session of November 12, 2009

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the November 12, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

F. Executive Session of November 23, 2009

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the November 23, 2009 Special Meeting of the DuPage Water Commission (Voice Vote).

G. Executive Session of December 10, 2009

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the December 10, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

H. Executive Session of December 17, 2009

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the December 17, 2009 Special Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – January 2010

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

RECOMMENDED MOTION: To accept the January 2010 Treasurer's Report (Voice Vote).

VI. Committee Reports

A. Administration Committee

1. Report of 2/11/10 Administration Committee
2. Actions on Items Listed on 2/11/10 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 2/11/10 Engineering & Construction Committee
2. Actions on Items Listed on 2/11/10 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 2/11/10 Finance Committee
2. Actions on Items Listed on 2/11/10 Finance Committee Agenda

VII. Chairman's Report**VIII. Omnibus Vote Requiring Majority Vote****A. Resolution No. R-8-10: A Resolution Approving and Authorizing the Execution of the City of Elmhurst Wireless Radio Alarm Lease**

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

B. Resolution No. R-10-10: A Resolution Amending the Wire Transfer Policy

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

RECOMMENDED MOTION: To adopt the items listed on the 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-6-10: A Resolution Approving and Authorizing the Execution of a Master Contract with AECOM Technical Services, Inc. for Professional Engineering Services**

(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-7-10: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the February 11, 2010, 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)

C. Resolution No. R-9-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the February 11, 2010, DuPage Water Commission Meeting

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

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

X. Old Business

XI. New Business

A. Suspend Verbatim Records Procedures

(Concurrence of 2/3 of the Commissioners—minimum 5; maximum 9)

RECOMMENDED MOTION: To suspend the verbatim records procedures of the Commission's By-Laws to allow, and to ratify the allowance of, Jenner & Block to listen to and have custody of the verbatim records of the 11/13/08, 1/8/09, 9/10/09, 10/8/09, and 11/18/09 closed meetings of the Board of Commissioners until rescinded or reversed (Roll Call).

B. Draft Management Budget Fiscal Year 2010-2011 Discussion

C. Certificate of Debt Issuance - Taxable

1. Retain Bond Counsel

(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)

2. Retain Financial Advisor

(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. Water Rate

1. Ordinance No. O-X-10: An Ordinance Increasing Fixed Costs to be Payable by Each Contract Customer for the Monthly Billing Periods Commencing Xxxxxx 1, 2010 and Ending April 30, 2010

(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)

2. Notice of Charter Customer Hearing Increasing the Rate for Operation and Maintenance Costs for the Monthly Billing Periods Commencing Xxxxxx 1, 2010 and Ending April 30, 2010

(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)

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 \$11,413,996.37, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$378,100.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (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, JANUARY 14, 2010
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 7:35 P.M.

Commissioners in attendance: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Commissioners Absent: W. Maio and W. Murphy

Also in attendance: Treasurer R. Thorn, R. Martin, R. Skiba, M. Crowley, C. Johnson, T. McGhee, J. Nesbitt, R. C. Bostick, J. Schori, M. Weed, E. Kazmierczak, F. Frelka, and C. Gair of Jenner & Block

Commissioner Bennington noted that Commissioner Maio's absence was due to an illness in the family.

PUBLIC COMMENTS

Jim Seibert, Utica, Illinois, expressed his interest in bidding future projects relating to Caterpillar projects, specifically noting his extensive knowledge and experience in emergency backup generator systems.

At the request of Attorney Chris Gair of Jenner & Block in connection with the report on the status of the forensic audit investigation, Chairman Rathje changed the order of business at the meeting to hold an Executive Session before the approval of minutes due to a scheduling conflict.

EXECUTIVE SESSION

Commissioner Bennington moved to go into Executive Session. Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

The Board went into Executive Session at 7:45 P.M.

Chris Gair of Jenner & Block left the meeting at 8:02 P.M.

Commissioner Hartwig moved to come out of Executive Session at 8:04 P.M. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

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All voted aye. Motion carried.

APPROVAL OF MINUTES

Before the minutes were approved, Commissioner Hartwig inquired as to any legal issues involved with Commissioners participating in approval of the minutes even though they were absent from the meeting. Staff Attorney Crowley advised that there was no issue so long as they had familiarized themselves with the meeting materials.

Commissioner Elliott stated that he had several revisions to the November 12th regular Commission meeting minutes. First, Commissioner Elliott requested that the introductory clause of the second sentence of the first paragraph under the heading of "New Business" be deleted and be replaced with the following: "During the PowerPoint presentation, Commissioner Maio asked the following question: "Did staff provide to the Commission for approximately the last two years, financial recommendations for the Board to adopt, based on what is now known to have been faulty financial reports that they provided to the Commission?" General Manager Martin responded in the affirmative. The Commissioners then discussed their concerns, including:

Commissioner Chaplin moved to accept Commissioner Elliott's first requested revision to the November 12th regular Commission meeting minute. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Next, Commissioner Elliott requested that the third bullet point under the heading of "New Business" be revised to read as follows: "The inaccuracy or insufficiency of the financial data and other information provided by staff for the past several years and the auditor's role in verifying that data."

Commissioner Chaplin moved to accept Commissioner Elliott's second requested revision to the November 12th regular Commission meeting minutes. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Finally, Commissioner Elliott requested that an eighth bullet point under the heading of "New Business" be added to read as follows: "The lack of accounting for the amount of sales taxes used to subsidize water purchases."

Commissioner Chaplin moved to accept Commissioner Elliott's third requested revision to the November 12th regular Commission meeting minutes. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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Commissioner Bennington commented that he remembered the General Manager making a statement at one of the November meetings concerning the auditors. Staff Attorney Crowley suggested that perhaps Commissioner Bennington was referring to the statements attributed to Former Financial Administrator Skiba on page 12 of the November 12th regular Commission meeting minutes, just above the Accounts Payable heading. At which point, Commissioner Bennington withdrew his comment.

Commissioner Zay moved to approve the Minutes of the November 12, 2009 Regular Meeting of the DuPage Water Commission as revised, and the Minutes of November 17, 2009 Special Meeting, the Minutes of the November 23, 2009 Special Meeting, the Minutes of the December 2, 2009 Special Meeting, the Minutes of the December 10, 2009 Regular Meeting, and the Minutes of the December 17, 2009 Special Meeting of the DuPage Water Commission as presented. Seconded by Commissioner Poole and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

After Commissioner Bennington questioned whether, and Staff Attorney Crowley confirmed that, the Board could discuss his proposed revisions to the minutes of the closed meetings in Executive Session, it was the consensus of the Commissioners to take up the approval of the Executive Session minutes after the second Executive Session.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of December 2009 which showed receipts of \$36,608,523.99, disbursements of \$10,844,639.37, and a cash and investment balance of \$72,080,021.05.

Commissioner Bennington asked Former Financial Administrator Skiba what the Treasurer Report represents, noting it was not a balance sheet. Former Financial Administrator Skiba explained that the Treasurer's Report is simply a statement of cash flows reported by the various revenues and expense categories.

Commissioner Zeilenga noted that he would be recommending changing the reports going forward. Former Financial Administrator Skiba commented that staff had already implemented some of Commissioner Zeilenga's recommendations in the financial reports included in the Board meeting materials.

After Commissioner Bennington verified the accuracy of the Treasurer's Report with Former Financial Administrator Skiba, Commissioner Hartwig moved to accept the December 2009 Treasurer's Report. Seconded by Commissioner Poole and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Zay

Commissioner Zay reported that the Administration Committee reviewed all items on the Administration Committee Agenda and recommended for approval Resolution No. R-3-10.

Engineering & Construction Committee – Reported by Commissioner Mueller

Commissioner Mueller reported that the Engineering & Construction Committee reviewed all items on the Engineering & Construction Agenda and recommended for approval the pay requests and Resolution No. R-4-10.

Finance Committee – Reported by Commissioner Mathews

Commissioner Mathews reported that the Finance Committee discussed the hiring of a new Financial Administrator and suggested not using a search firm but, rather, creating a special search committee comprised of two County members, two Municipal members, and staff to review potential candidates' qualifications and to recommend those candidates with a background in governmental accounting.

Chairman Rathje inquired whether the Commissioners had reviewed the job description for the Financial Administrator position. Commissioner Mathews reported that the Finance Committee had reviewed it and focused on the minimum required education, training, and experience qualifications that should be incorporated into the job description, whether there was a need for a CPA certification, and paring down the safety responsibilities. Commissioner Mathews also reported that comments on the job description had been received from Commissioners Zeilenga and Treasurer Thorn.

Commissioner Elliott asked whether it would be appropriate to move forward with the hiring process even when there was a possibility that the structure, duties, and reporting responsibilities might change once the forensic audit was completed. Commissioner Mathews urged the Board not to rush the process until the forensic audit is completed, noting that the structure, duties, and reporting responsibilities for the Financial Administrator position was a significant policy issue for the entire Board to discuss. Commissioner Zay agreed with Commissioner Mathews, noting that the Board could decide that the Finance Department report directly to the Board, and added that the successful candidate should also have experience in business finance and not just governmental finance.

Commissioner Chaplin noted that she had reviewed the job description for the Financial Administrator position as it was on the agenda, and suggested that perhaps the Board should start over from scratch.

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Commissioner Elliott again questioned whether the Board should proceed with the process of hiring a new Financial Administrator until the forensic audit was completed and suggested the matter be deferred.

After Commissioner Zeilenga confirmed that Former Financial Administrator Skiba no longer had restrictions with his working hours conflicting with his retirement pension, and suggested a tentative target hiring date of May 2011 to allow the Board time to consider the results forensic audit and submit input, it was the consensus of the Commissioners that any suggestions/comments on the current job description for the Financial Administrator's job description be submitted in writing to Commissioner Mathews.

In the meantime, Commissioner Mathews stated that the Board needs to focus on preparing the budget for the 10/11 fiscal year.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Bennington requested that Resolution No. R-5-10 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Commissioner Chaplin requested that Ordinance No. O-1-10 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Commissioner Mathews suggested that staff first explain each item on the Majority Omnibus Vote Agenda to allow questions and concerns to be addressed before formal consideration.

Former Financial Administrator Skiba began with Ordinance No. O-1-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2009 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission and Resolution No. R-1-10: A Resolution Approving Reimbursements of Eligible Costs Paid Between October 12, 2009, and December 10, 2009, from the Proceeds of the DuPage Water Commission \$30,000,000 Taxable Debt Certificate, Series 2009, and Directing the Allocation and Deposit of Said Reimbursements, explaining that these two items go hand-in-hand and would accomplish the Board's stated goals of abating the property tax levy and establishing a new contingency reserve. Former Financial Administrator Skiba concluded his explanation by noting that if the Board does not approve Resolution No. R-1-10, then the Commission will not be able to abate the 2009 Tax Levy for the General Obligation Water Refunding Bonds as provided in Ordinance No. O-1-10.

Commissioner Mathews asked what the deadline was for abating the tax levy. Former Financial Administrator Skiba responded that the deadline was the end of February.

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Commissioner Mathews then asked why staff was proposing to abate the levy in January when to do so would expose the Commission to the risk of becoming subject to an arbitrage rebate requirement. Former Financial Administrator Skiba responded that staff suggested making the abatement in January to show the Board that the financial plan was working and that the risk of earning arbitrage that would have to be rebated was minimal if interest rates remained at current levels. Former Financial Administrator Skiba also noted that even if the Board adopted Ordinance No. O-1-10 in January, staff could always wait after January 31 to make the transfer.

Commissioner Bennington shared his concerns with prematurely restricting the use of such a large sum of money in case the Commission experiences an emergency before the February 28 deadline for abatement. Commissioner Bennington added that because the Commission had until the end of February to abate the property tax levy, he suggested deferring Ordinance No. O-1-10 to the February meeting. Commissioner Chaplin agreed with Commissioner Bennington but Commissioners Poole, Zay, and Zeilenga respectfully disagreed, noting that part of the proceeds of the \$30,000,000 debt certificate would be used to fund a new contingency reserve account and encouraged the Board to move forward.

Commissioner Hartwig moved to approve Ordinance No. O-1-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2009 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission. Seconded by Commissioner Zay.

Commissioner Bennington moved to table to the February meeting approval of Ordinance No. O-1-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2009 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission. Seconded by Commissioner Zay and failed for lack of an approving majority by a Roll Call Vote:

Ayes: T. Bennington and E. Chaplin

Nays: T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Absent: W. Maio and W. Murphy

After Commissioner Bennington confirmed with the Staff Attorney that there was no risk that the Commission could become subject to an arbitrage rebate requirement if the abatement is made in February instead of January, and the Staff Attorney noted that she, in turn, had confirmed the February non-arbitrage risk with Bond Counsel, the motion to approve Ordinance No. O-1-10 was approved by a Roll Call Vote:

Ayes: T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: T. Bennington and E. Chaplin

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Absent: W. Maio and W. Murphy

Former Financial Administrator Skiba then provided a brief summary of Ordinance No. O-2-10, explaining that the appropriation transfers were authorized by state statute so long as the transfers did not exceed in the aggregate 10% of the total amount appropriated in the fund within which they are made; that the appropriation transfers provided for in Ordinance No. O-2-10 amounted to approximately \$1.5MM or 0.72%; and that most of the appropriation transfers were proposed for potential bond issue costs and forensic auditing costs, though Former Financial Administrator Skiba did highlight one appropriation transfer to correct the failure to appropriate funds for the construction of various metering stations and the computer software appropriation transfer which included potential accounting software work.

Commissioner Zay questioned the proposed transfer of appropriations for special counsel services. Former Financial Administrator Skiba noted that the proposed transfer of appropriations for special counsel services related to an estimated 1,000 hours of the services of Jenner & Block in connection with forensic audit at the \$500 per hour rate authorized by the Board.

Commissioner Chaplin questioned the proposed transfer of appropriations for computer software costs and specifically requested a two-year breakdown of all computer related work, service charges, computer upgrades, etc. Commissioner Hartwig agreed with Commissioner Chaplin's request provided that the time involved to prepare the breakdown did not interfere with staff working towards correcting the current financial situation.

Manager of Water Operations McGhee offered to prepare the requested breakdown and provided a brief summary, noting that the Commission has been focusing on three major computer-intensive projects: (1) the Geographical Information System; (2) the Document Management System; and (3) the Asset Management System. Manager of Water Operations McGhee stated that both the Geographical Information System and the Document Management System had to be built from scratch and are currently ongoing, and the Asset Management System has been ongoing for several years with only the financial software integration remaining if the Board decides to proceed with that phase of the project. Manager of Water Operations McGhee also advised that the Commission will be purchasing new desktop computers, servers, and other associated hardware for the new Administrative Offices. Manager of Water Operations McGhee concluded his summary by noting that the consulting services of Peters & Associates are utilized on an as needed basis, Peters & Associates is not the only consulting firm that the Commission uses, and the Commission will always have yearly computer maintenance costs.

With respect to Resolution No. R-1-10, Former Financial Administrator Skiba noted that the resolution provides for the reimbursement of certain costs the Commission paid during the 60-day look back period discussed at the December 10th and December 17th meetings from the proceeds of the \$30,000,000 debt certificate, and directs the

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allocation and deposit of these reimbursements, including the creation of a new contingency reserve account.

With respect to Resolution No. R-2-10, Staff Attorney Crowley explained that pursuant to legislation that went into effect on January 1, 2010, the Commission is required to designate personnel to receive annual training on compliance with the Open Meetings Act and that the resolution would delegate to the General Manager the authority to designate the Commission employees, officers, or members required to receive this training. Commissioner Zay questioned where the training would take place. Staff Attorney Crowley responded that the free training would be web-based and was expected to be available beginning February 1, 2010.

General Manager Martin explained that Resolution No. R-3-10 would amend the Commission's personnel policy, effective January 1, 2010, to require employees to pay 20% of health and dental insurance premiums for both employee and dependent coverage as directed by the Board at the December 10, 2009, Commission meeting.

Staff Attorney Crowley explained that Resolution No. R-5-10 would approve the wire transfer services agreement with U.S. Bank as mandated by The Illinois Funds and would designate the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, and the Staff Attorney as an "Authorized Signer" and "Authorized User" thereunder.

Commissioner Chaplin questioned which of the Authorized Users/Signers had check writing privileges. General Manager Martin responded that the Commission's By-Laws delegated check writing privileges to any two of the Authorized Users/Signers.

Commissioner Mathews questioned whether wire transfers required two signatures and if not, suggested changing the policy. Former Financial Administrator Skiba responded that Commission policy did not require two signatures for wire transfers but noted that the policy could be changed. Commissioner Bennington advised that he would be leaving the meeting during the vote on Resolution No. R-5-10 to avoid a possible or perceived conflict of interest because his firm represents U.S. Bank, but noted his agreement with Commissioner Mathews that two signatures should be required for wire transfers.

Commissioner Elliott agreed, but noted approval of the wire transfer services agreement and the requirement of having two signatories on wire transfers are separate issues and suggested implementing the two signature requirement at the next Board meeting.

Commissioner Elliott moved to approve the items listed on the revised Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

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Majority Omnibus Vote

- Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje
- Nays: None
- Absent: W. Maio and W. Murphy
- Item 1: Ordinance No. O-2-10: An Ordinance Transferring Appropriations Within Certain Funds for the Fiscal Year Commencing May 1, 2009 and Ending April 30, 2010 Majority Omnibus Vote
- Item 2: Resolution No. R-1-10: A Resolution Approving Reimbursements of Eligible Costs Paid Between October 12, 2009, and December 10, 2009, from the Proceeds of the DuPage Water Commission \$30,000,000 Taxable Debt Certificate, Series 2009, and Directing the Allocation and Deposit of Said Reimbursements Majority Omnibus Vote
- Item 3: Resolution No. R-2-10: A Resolution Delegating Authority to Designate Commission Employees, Officers, or Members Required to Receive Training Under the Illinois Open Meetings Act Majority Omnibus Vote
- Item 4: Resolution No. R-3-10: A Resolution Amending the Personnel Manual Majority Omnibus Vote

After Commissioner Bennington left the meeting at 9:17 P.M. to avoid a possible or perceived conflict of interest, Commissioner Elliott moved to approved Resolution No. R-5-10: A Resolution Approving and Authorizing the Execution of a Wire Transfer Services Agreement with Terms and Conditions. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

- Ayes: E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje
- Nays: None
- Absent: T. Bennington, W. Maio, and W. Murphy

Commissioner Bennington returned to the meeting at 9:19 P.M.

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Hartwig moved to approve Resolution No. R-4-10: A Resolution Amending Resolution No. R-61-09, being A Resolution Approving and Authorizing the Quit Claim of a Temporary Construction Easement to the City of Chicago for the

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Reconstruction of the South Laramie Avenue Viaduct. Seconded by Commissioner Mueller and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

OLD BUSINESS

Before moving on to Ordinance No. O-3-10, Chairman Rathje noted that a copy of the \$30MM Taxable Debt Certificate Order was presented to the Board as required by Ordinance No. O-14-09.

Commissioner Zay moved to suspend the First Reading requirements of the Commission's By-Laws and adopt Ordinance No. O-3-10: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX). Seconded by Commissioner Bennington and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

Commissioner Bennington asked whether Ordinance No. O-3-10 changed the previous Board direction to staff of no disbursement without prior Board approval. Staff Attorney Crowley responded in the affirmative, noting that Ordinance No. O-3-10 amended the By-Laws to reinstate the original By-Law provision, which included a \$20,000 exception tied to the statutory citation to 65 ILCS 5/8-9-1, and add an entirely new exception for payroll and payroll related taxes, contributions, and payments. Commissioner Zay expressed his confusion as to why staff would prepare an Ordinance which included reinstating the General Manager's original spending authority when the Board already instructed staff not to make any disbursement without prior Board approval. Staff Attorney Crowley responded that the Board also directed the staff to reinstate the prior practice, which included the \$20,000 exception, and, as a result, the Request for Board Action explained the difficulty with the Board's prior motion and specifically advised that the Ordinance would reinstate the original provision and add an additional payroll exception.

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Commissioner Zay moved to reconsider Ordinance No. O-3-10: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX). Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: W. Mueller

Absent: W. Maio and W. Murphy

Commissioner Zay moved to amend Ordinance No. O-3-10: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX) so that the amendment to Section 2, entitled "Authorization," of Article IX, entitled "Disbursements," of the Commission's By-Laws would read as follows: "All disbursements shall be approved in advance by the Board of Commissioners except for payroll disbursements and disbursements for payroll related taxes, contributions, and payments." Seconded by Commissioner Bennington.

Commissioner Mathews stated that staff needed some flexibility to be able to pay day-to-day expenditures and the \$20,000 exception seemed reasonable. Commissioner Zeilenga stated that staff is not restricted or encumbered by having to come to the Board for the approval of all disbursements, the Board did give staff an exception for payroll related disbursements, and Board meetings are held monthly for other disbursement approvals.

Commissioner Elliott suggested keeping a dollar exception but designating a smaller limit such as \$5,000 - \$10,000 to cover day-to-day expenses. Commissioner Zay stated that the Board put the brakes on spending altogether due to trust issues with staff and the Commission's difficult financial condition, and urged the policy not be changed at this time when the expenditure of any monies needs to be closely monitored by the Board.

General Manager Martin commented that the Commission might incur late fees on utility bills, to which Commissioner Zeilenga responded that the risk was low and Commissioner Zay confirmed with the General Manager that the Commission's utility bills generally exceed \$20,000.

Commissioner Mueller noted that the Board had been discussing for 20 minutes amending a policy that will probably be amended again at a later date. Commissioner Mueller also noted that there should be a dollar value exception so that the Board does not have to approve every single dollar.

After Commissioner Hartwig agreed with Commissioner Elliott to give the General Manager a spending authority of a lesser amount, Commissioner Hartwig moved to amend Commissioner Zay's motion to amend Ordinance No. O-3-10: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of

Minutes of the 1/14/10 Meeting

Article IX) so that the amendment to Section 2, entitled "Authorization," of Article IX, entitled "Disbursements," of the Commission's By-Laws would read as follows: "All disbursements in excess of \$5,000.00 shall be approved in advance by the Board of Commissioners except for payroll disbursements and disbursements for payroll related taxes, contributions, and payments. The General Manager is authorized to incur and pay contingency expenditures up to and including \$5,000.00 without the prior approval of the Board of Commissioners." Seconded by Commissioner Elliott and approved by a Roll Call Vote:

Ayes: T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, and L. Rathje

Nays: T. Bennington, E. Chaplin, J. Zay, and D. Zeilenga

Absent: W. Maio and W. Murphy

After Commissioner Bennington noted his frustration that the Request for Board Action should have more clearly reflected the \$20,000 exception instead of by reference to a statutory citation, and Commissioner Zay and Staff Attorney Crowley disagreed on whether the main motion had been amended or just the motion to amend the main motion, it was the consensus of the Commissioners to start over.

Commissioner Mathews moved to suspend the First Reading requirements of the Commission's By-Laws and adopt Ordinance No. O-3-10: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX) as amended so that the amendment to Section 2, entitled "Authorization," of Article IX, entitled "Disbursements," of the Commission's By-Laws would read as follows: "All disbursements in excess of \$5,000.00 shall be approved in advance by the Board of Commissioners except for payroll disbursements and disbursements for payroll related taxes, contributions, and payments. The General Manager is authorized to incur and pay contingency expenditures up to and including \$5,000.00 without the prior approval of the Board of Commissioners." Seconded by Commissioner Elliott and approved by a Roll Call Vote:

Ayes: T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, and L. Rathje

Nays: T. Bennington, E. Chaplin, and D. Zeilenga

Absent: W. Maio and W. Murphy

NEW BUSINESS

Commissioner Elliott moved to approve Purchase Order No. 11952 in the amount of \$29,643.52 to Infor Global Solutions. Seconded by Commissioner Bennington.

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General Manager Martin gave a brief summary of Purchase Order No. 11952 stating that the purchase is for the annual software maintenance fee. Commissioner Zeilenga inquired as to why staff failed to budget for the annual software maintenance fee. Manager of Water Operations McGhee explained that the annual fee was included in the budget, but exceeded the amount budgeted for by about \$9,000.00 and noted that support is needed for the system or the Commission will end up incurring more costs if billed at an hourly rate.

Commissioner Poole inquired as to the status of the Westin project, asking if it is near completion. Manager of Water Operations McGhee responded that Westin is finishing up with Phase V the asset and incode which was not included in the Budget. Commissioner Zay noted his frustration that the details explaining the reason(s) for the increase should have been included in the Request for Board Action cover page.

After Commissioner Bennington noted that staff should be negotiating monthly payment plans until the Commission's cash flows are healthy again, the motion was unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

Commission Mathews moved to approve Purchase Order No. 11956 in the amount of \$19,471.64 to Hewlett-Packard Company. Second by Commissioner Hartwig.

General Manager Martin gave a brief description explaining that the purchase order is to approve a 3-year contract to be paid in annual increments and although the budget did not include a specific line item for the expense, money is available in the budget to cover the expense.

In response to Commissioner Chaplin's questions, Manager of Water Operations McGhee confirmed that Peters & Associates just re-built certain servers.

Instrumentation/Remote Facilities Supervisor Schori noted that the Request for Board Action reflects comparative costs between the Commission's current hardware support company and quotes received from other companies involving the same level of support and found it less costly to retain the Commission's current hardware company but that, in order to receive the discounted price, the Commission needed to sign a three-year, but cancellable, contract. Instrumentation/Remote Facilities Supervisor Schori also noted that of the Commission's 13 servers, the five SCADA servers are six years old and it would cost approximately \$90,000 plus software to replace and, therefore, the maintenance contract seemed the way to go.

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Without further discussion, the motion was approved by a Roll Call Vote:

Ayes: T. Bennington, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: E. Chaplin

Absent: W. Maio and W. Murphy

Commissioner Bennington noted that he asked that a discussion of the Commission's water rates be added to the agenda, noting that there are two components to the Commission's rate: Fixed Costs, which the Commission subsidizes and only requires the adoption of an ordinance to change, and Operations and Maintenance Costs, which requires notice and a hearing to change. General Manager Martin advised that the Commission's current rate for Operations and Maintenance Costs was \$1.48/1,000 gallons and that the Commission's Fixed Costs for the year were approximately \$14.3MM, 50% of which is subsidized by the Commission, which translates to a current rate for Fixed Costs of approximately 0.24/1,000 gallons, on average.

Commissioner Zay asked what the proceeds of the Revenue Bonds were used for. General Manager Martin explained that Revenue Bond proceeds were used for the facilities and pipelines to the west of the DuPage Pumping Station.

General Manager Martin suggested deferring the discussion of Water Rates to the February meeting in order to give staff time to prepare the 10/11 fiscal year budget which will include several options relating to water rates. Commissioner Elliott agreed, stating that he would not be comfortable making a rate change without a good analysis presented by staff on all options. Commissioner Mathews requested that the water rate recommendations be provided two weeks in advance of the next meeting, which General Manager Martin advised that he could probably accomplish.

Commissioner Bennington noted his concern with delaying the discussion, reminding the Board that additional funding will be needed in the near future and therefore the Commission should be increasing its rates immediately. Commissioner Bennington then requested that the item be on the February Agenda with the ability for the Board to take immediate action.

In response to Commissioner Zay's question, General Manager Martin confirmed that the Commission's rate loss was approximately 0.82/1,000 gallons.

Commissioner Zeilenga stated he is confident that several options would be presented to the Board in an easy read format for the Board to review. Commissioner Zeilenga confirmed that the Commission is currently losing money, but going forward things will turn around due to such things as the General Obligation Water Refunding Bonds being paid off and reducing capital (new construction) and other costs in 2011.

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After Commissioner Chaplin questioned, and Commissioner Zeilenga confirmed, that the February report will reflect an actual water rate in the plan, it was the consensus of the Board to defer the discussion to the February meeting.

ACCOUNTS PAYABLE

In referring to the accounts payable in the amount of \$7,637,983.89 for invoices that have been received, General Manager Martin stated that the words "except construction invoices" were included in the recommended motion in error and needed to be deleted from the motion at the appropriate time.

Commissioner Zeilenga questioned how much of the \$7,637,983.89 related to construction, and Facilities Construction Supervisor Bostick responded that approximately \$4.6MM was related to construction.

Commissioner Zay questioned the charge for sensitivity training. General Manager Martin explained that the sensitivity training is an annual refresher training for all employees and is held at the Commission's offices. Commissioner Zay then questioned how many employees the Commission retains and how many vehicles are owned by the Commission. General Manager Martin responded that the Commission employs 37 employees and owns approximately 16 vehicles, three of which need replacing, but have been put on hold thereby creating more maintenance needs. Commissioner Zay concluded his questioning by confirming with the General Manager that the proposed payment to Dave Dempsey related to speaker expenses for the November 17th Water Conservation breakfast.

Commissioner Chaplin noted that the \$11,000 cost of office supplies seemed high and suggested that the Commission stop purchasing soup, hot chocolate, herbal teas, and designer creamers.

Commissioner Mathews moved to approve the Accounts Payable in the amount of \$7,637,983.89, subject to submission of all contractually required documentation, for invoices that have been received. Seconded by Commissioner Bennington and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

Commissioner Mueller moved to approve the Accounts Payable in the amount of \$740,677.87, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

Minutes of the 1/14/10 Meeting

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

Commissioner Hartwig moved to approve the Accounts Payable in the amount of \$46,765.10 subject to submission of all contractually required documentation, for construction invoices that have been received. Seconded by Commissioner Poole and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, G. Mathews, W. Mueller, A. Poole, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Maio and W. Murphy

Commissioner Zay referred to various manhole repair work listed on the \$46,765.10 Accounts Payable and asked where the date(s) of repair could be found. Pipeline Supervisor Kazmierczak responded that the detailed information regarding manhole repairs, including date(s) of repair and approving resolution numbers, were included in the Engineering Committee packet. In response to Commissioner Zay's question, General Manager Martin advised that the Quick Response Contracts were competitively bid, were intended to be used for construction work that the Commission was unable to perform through its own personnel and with its own equipment, and were not limited to emergency work.

EXECUTIVE SESSION

Commissioner Zeilenga stepped out of the meeting at 10:28 P.M.

Commissioner Mathews stepped out of the meeting at 10:30 P.M.

Commissioner Bennington moved to go into Executive Session after a ten minute recess to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2) and to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21). Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, W. Maio, W. Murphy, W. Mueller, A. Poole, F. Saverino, J. Zay, and L. Rathje

Nays: W. Mueller

Absent: W. Maio, G. Mathews, W. Murphy, and D. Zeilenga

Minutes of the 1/14/10 Meeting

After the Board took a ten minute recess, the Board went into Executive Session at 10:40 P.M.

Commissioner Elliott moved to come out of Executive Session at 11:09 P.M. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Zay moved to adjourn the meeting at 11:10 P.M. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

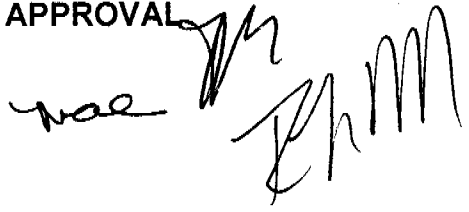
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DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 January 31, 2010

REVENUE				CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL FY 2010	
WATER SALES				3,271,230.98	37,694,535.24	
SALES TAXES				2,304,676.99	21,240,881.36	
INVESTMENT INCOME				152,547.77	621,648.88	
PROCEEDS OF DEBT ISSUED				0.00	30,000,000.00	
OTHER INCOME				26,288.02	27,068.02	
TOTAL REVENUE				5,754,743.76	89,584,133.50	
EXPENSES						
PERSONAL SERVICES				289,822.45	2,973,718.85	
CONTRACTUAL SERVICES				47,736.66	675,796.48	
INSURANCE				33,892.00	515,690.75	
ADMINISTRATIVE COSTS				20,406.41	393,823.72	
WATER SUPPLY COSTS				4,240,708.97	43,586,747.82	
BOND PRINCIPAL & INTEREST				0.00	14,688,075.00	
LAND AND RIGHT OF WAY				0.00	0.00	
CAPITAL OUTLAY				1,235.70	27,474.61	
TOTAL OPERATING EXPENSES				4,633,802.19	62,861,327.23	
CONSTRUCTION/CAPITAL CONTRIBUTIONS				4,354,104.23	26,577,411.74	
TOTAL EXPENSES				8,987,906.42	89,438,738.97	
NET FUND TRANSACTIONS				(3,233,162.66)	145,394.53	
BEGINNING BALANCE				0.00	68,701,463.86	
ENDING BALANCE				(3,233,162.66)	68,846,858.39	
FUNDS CONSIST OF:				January 31, 2010	April 30, 2009	INCR. - (DECR.)
PETTY CASH				800.00	800.00	0.00
CASH AT BANK ONE				0.00	7,525.91	(7,525.91)
CASH AT MB FINANCIAL LOCK BOX				90,127.86	78,174.37	11,953.49
CASH AT HARRIS BANK				86,022.20	176,079.56	(90,057.36)
TOTAL CASH				176,950.06	262,579.84	(85,629.78)
ILLINOIS FUNDS MONEY MARKET	68.3%	22.0%	211.1%	46,888,186.45	15,073,069.69	31,815,116.76
ILLINOIS FUNDS PRIME FUND	0.0%	26.9%	-100.0%	0.00	18,398,355.95	(18,398,355.95)
GOVERNMENT MONEY MARKET FUNDS	0.0%	20.8%	-100.0%	1,228.14	14,203,059.24	(14,201,831.10)
U. S. TREASURY INVESTMENTS	31.7%	17.9%	77.6%	21,780,493.74	12,264,399.14	9,516,094.60
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.0%	12.4%	-100.0%	0.00	8,500,000.00	(8,500,000.00)
TOTAL INVESTMENTS				68,669,908.33	68,438,884.02	231,024.31
TOTAL FUNDS				68,846,858.39	68,701,463.86	145,394.53

DATE: February 5, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Authorizing the Execution of the City of Elmhurst Wireless Radio Alarm Lease Resolution No. R-8-10	APPROVAL	
Account No. 01-60-6560			
<p>Resolution No. R-8-10 would approve and authorize the execution of an Elmhurst Wireless Radio Alarm Network Lease between the DuPage Water Commission and City of Elmhurst.</p> <p>The Commission relies on the City of Elmhurst to provide fire protection and emergency medical services for the DuPage Pumping Station and its employees. The communication link between the Commission's facilities and the Elmhurst Police Department is a vital element in this system and one the Commission cannot function without.</p> <p>The Commission currently utilizes a dedicated phone line that is monitored by ADT to transmit fire alarm signals to the Elmhurst Police Department which is then routed to DuComm. The Commission pays a monthly fee of \$92 to ATT for the dedicated phone line and a quarterly fee of \$188 to ADT for line monitoring services. The yearly total for this service is \$1,856.00.</p> <p>The City has developed a Wireless Radio Alarm Network and the City approved an Ordinance that requires all current direct connect customers to convert to the Elmhurst Wireless Radio Alarm Network. The Elmhurst Wireless Radio Alarm Network Lease is the vehicle required by the City to be executed by all end users concerning the lease, maintenance, and monitoring of the radio signals and equipment. The agreement defines parameters of service, including disclaiming all representations and warranties regarding the efficacy of the wireless radio alarm network, the leased equipment, and the monitoring of radio signals. The agreement also limits the City's liability and the liability of the City's third-party service provider, ADT, to the lesser of two month's fees or \$250.00, obligates the Commission to hold harmless and indemnify the City and ADT and their respective subcontractors and assigns against third party claims, against any claim for exposure to hazardous materials, and against any claim under the Commission's existing alarm system agreements, and provides the City and ADT with various self-help remedies to repair the Commission's alarm system at the Commission's cost if it remains out of service for more than 24 hours.</p> <p>The monthly fee for access to the Elmhurst Wireless Radio Alarm Network is fixed at \$85.00 per month, which translates to an annual fee \$1,020.00. The City of Elmhurst will waive the \$125.00 connection fee to any entity that signs the agreement before March 1, 2010, and, once the Commission has access to the network, the dedicated phone line that is monitored by ADT can be eliminated.</p>			
MOTION: To approve Resolution No. R-8-10.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-8-10

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
THE CITY OF ELMHURST WIRELESS RADIO ALARM LEASE

WHEREAS, the DuPage Water Commission (the "Commission") is currently utilizing the Elmhurst Fire Department ("EFD") for fire protection and emergency medical services; and

WHEREAS, the City of Elmhurst has passed an ordinance that requires all current direct connect customers to convert to the Elmhurst Wireless Radio Alarm Network; and

WHEREAS, the Commission needs reliable fire protection and emergency medical services; and

WHEREAS, it is in the best interest of the Commission that the Elmhurst Wireless Radio Alarm Network Lease with City of Elmhurst be approved and that the execution of such a lease be authorized;

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

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

SECTION TWO: An Elmhurst Wireless Radio Alarm Network Lease by and between the City of Elmhurst and the DuPage Water Commission, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute an Elmhurst Wireless Radio Alarm

Resolution No. R-8-10

Network Lease, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the Lease, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2010.

ATTEST:

Chairman

Clerk

Board/Resolutions/R-8-10.docx

Resolution No. R-8-10

EXHIBIT 1



CITY OF ELMHURST
WIRELESS RADIO ALARM LEASE

This agreement is made this _____ day of _____, 20____, by and between the City of Elmhurst, 209 N. York Street, Elmhurst, Illinois, 60126, (the "City") and _____ (the "Subscriber").

Name of Occupancy where wireless equipment is installed: _____
Address: _____ City: _____ State: _____ Zip Code: _____

Property Owner (if different than subscriber): _____
Address: _____ City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

1. **SYSTEM SERVICE:** The Subscriber agrees to lease wireless radio equipment from the City to transmit alarm signals to the City Police Department during the term of this agreement.

2. **TERM, PAYMENT, RENEWAL:** Subscriber hereby agrees to pay the City the following:

Lease and Monitoring Fee of \$85.00 dollars per month, payable in advance, and due within 10 days of invoice date. The monthly Lease and Monitoring Fee is subject to increase as set forth in Paragraph 9. In addition, together with the first payment as set forth above, Subscriber shall pay the pro-rated share of the charges for the period in which service commenced.

This agreement shall be in effect beginning _____, 20____ and remain in force unless terminated by either party in writing by registered mail, with not less than thirty (30) days notice.

3. **CITY DISCLAIMER OF WARRANTIES:** CITY DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM, LEASED RADIO OR THE MONITORING THEREOF WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, IT'S MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS THE SUBSCRIBER RELIED ON ANY

REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: (A) THAT CITY IS NOT AN INSURER; (B) THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENT THEREOF; (C) AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS (4) AND (5) WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

4. CITY IS NOT AN INSURER; LIMIT OF LIABILITY: It is understood and agreed that since City is not an insurer, insurance if desired, will be the sole responsibility of Subscriber. Subscriber further acknowledges the payments provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises. City makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system is designated to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service maintenance or monitoring, or failure of the system to properly operate with resulting loss to Subscriber because of, among other things:

(a) The uncertain amount of value of the Subscriber's property or the property of others kept on the premises which may be destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any fire or police department, should the fire or police department be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by City's failure to perform or by, the equipment to properly operate; and

(d) The nature of the service to be performed by City.

Subscriber understands and agrees that if, notwithstanding the above provisions, City should be found liable for personal injury or property loss or damage due from failure of the City's obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, City's liability shall be limited to a sum equal to the

total of two (2) monthly charges or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, and this liability shall be exclusive and shall be paid and received as liquidated damages and not as a penalty. The provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligations imposed by this agreement or from negligence, active or otherwise, of City or ADT its agents, servants, assigns or employees.

If subscriber wishes City to assume greater liability, Subscriber has the right to obtain from City, if available, a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold City as an insurer.

5. THIRD PARTY INDEMNIFICATION: In the event any person, not a party to this agreement shall make any claim or file any lawsuit against City or ADT for any reason relating to City's duties and obligations pursuant to this agreement, including but not limited to the design, installation, maintenance, monitoring, operation or nonoperation of the alarm system, Subscriber agrees to indemnify, defend and hold City and ADT harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims are based on alleged intentional conduct, active or passive, negligence, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of City or ADT or its agents, servants, assigns, or employees.

This agreement by Subscriber to indemnify City and ADT against third party claims as herein set forth shall not apply to losses, damages, expenses and liability, resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur while an employee of City or ADT is on Subscriber's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

Subscriber represents and warrants that to the best of Subscriber's knowledge the premises are free of any hazardous materials. The term "hazardous materials" shall include but shall not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered at the premises, the City and ADT will not be required to install or service any equipment or systems at the premises unless and until Subscriber certifies the removal or safe containment of such hazardous materials. Subscriber shall indemnify, defend and hold the City and ADT, its officers, directors and employees harmless from any damages, claims, injuries, and/or liabilities resulting from exposure of the City's or ADT's employees, contractors, or subcontractors to hazardous materials at the premises; provided, however, that the foregoing provision shall not apply when it has been determined that such hazardous materials were brought to the premises by the City or ADT.

6. PRIOR AGREEMENTS: Subscriber warrants and represents that it is not under any enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, or, if Subscriber is under an enforceable agreement with any other party concerning alarm systems of any kind and description installed at the premises, that Subscriber will negotiate any required cancellation, reimbursement or refunds with such other party; and furthermore, Subscriber agrees to indemnify and save harmless City and ADT against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of any agreement that Subscriber may have entered into with any party concerning any such alarm system of every kind and description. Subscriber will pay all said sums, including reasonable attorney's fees incurred in the enforcement of this indemnity provision.

7. SETTING OF THE SYSTEM: Subscriber acknowledges that the service provided herein requires the setting of the alarm system which shall be the sole and exclusive responsibility of the Subscriber.

8. ADDITIONAL CHARGES: In addition to the Lease and Monitoring Fee above, the Subscriber agrees to pay all municipal, state or federal taxes, sales taxes.

9. INCREASE IN MONTHLY CHARGES: City shall have the right, at any time, to increase monthly charges provided herein solely to reflect increases in federal, state and local taxes, utility charges, and municipal fees and charges, which hereinafter are imposed on City and which relate to the services provided under this agreement, and Subscriber agrees to pay such increased monthly charges. City agrees to notify Subscriber ninety (90) days in advance of any fee increases.

10. DELINQUENCY; RECONNECT CHARGES; INTEREST: In the event any payment due herein is more than ten (10) days delinquent, City may impose and collect a delinquency charge of 1.5% per month (18% per annum), or the highest amount allowed under the law, whichever is less of the amount of the delinquency. If the alarm system is deactivated because of past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to City a reconnect charge to be fixed by City in a reasonable amount.

11. CHANGE IN OWNERSHIP OF SUBSCRIBERS PREMISES: Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relive Subscriber of Subscriber's duties and obligations under this agreement. Subscriber may not assign or permit anyone to take subject to this agreement without the written consent of City which will not be unreasonably withheld.

12. ASSIGNEES/SUBCONTRACTORS OF CITY: City shall have the right to assign this agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any services which it may perform. Subscriber acknowledges that this agreement, and particularly those relating to City's disclaimer of warranties, maximum liability, and third party indemnification, inure to the benefit of and

are applicable to any assignees and/or subcontractors of City, and that they bind Subscriber with respect to said and/or subcontractors with the same force and effect as they bind Subscriber to City.

13. SELECTION OF SYSTEM COMPONENTS: The Subscriber agrees that City shall have no liability for the failure to install any equipment or systems not designated to be installed in this agreement.

14. MAINTENANCE: Maintenance and/or replacement of any wireless equipment components shall be the sole responsibility of the City and its agents. The Subscriber or his Fire/Burglar Alarm service company is not authorized to work on any of the wireless equipment.

15. SUBSCRIBER'S PURCHASE ORDER: Subscriber acknowledges that if there is any conflict between this agreement and Subscriber's purchase order or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement.

16. ADDITIONS OR AMENDMENTS: Any additions or amendments must be signed by all parties. No verbal understanding shall alter the terms of this agreement.

17. ATTORNEY'S FEES: In the event it shall become necessary for City to institute legal proceedings to collect the cost of the monthly charge or to otherwise pursue City's right to enforce Subscriber's obligation herein, then, and in such proceedings, Subscriber shall pay City's reasonable attorney's fees should judgment go to the City.

18. INVALID PROVISIONS: If any provision, condition, covenant or other clause, sentence or phrase of this agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this agreement so that the purposes of the agreement cannot be fulfilled, then this agreement shall terminate as of the date of such judgment.

19. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: Except as otherwise expressly provided herein, this agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement between the City and Subscriber. Any party to this agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this agreement.

20. NOTICES: All notices to be given hereunder shall be in writing and may be served, either personally or by regular mail, postage prepaid at the address shown herein.

21. **TESTING:** It is the responsibility of the Subscriber, for proper operation, to periodically but not less than annually test the system. Testing of the system shall include transmission of alarm signals to the City's Police Department.

22. **INSPECTION AND TEST SERVICE:** If Subscriber so requests, City can provide information on the requirements for inspection and test of Subscriber's system(s) on an annual, semi-annual, quarterly, or monthly basis.

23 **ALARM SYSTEM STATUS:** In the event the alarm system at the monitored premise remains out-of-service for a period greater than 24 hours, and Subscriber has not initiated or made a reasonable effort to repair the system, City may utilize the services provided by ADT to repair the system and invoice the subscriber accordingly for any fees charged by ADT.

24. The City desires to connect wireless radios into the system with little or no impact to the customer. Before the City approves a wireless connection, the subscriber shall ensure the following connection requirements are in place:

A. The Subscriber's alarm system must be in good working order before the radio transmitter can be installed.

B. The subscriber's alarm company must supply one of the following activation devices:

(a) A reverse polarity output (12v to 24vdc) wired to an approved terminal strip type junction box located outside the alarm control panel to provide for alarm trouble and supervisory alarm conditions, or two (2) or three (3) dry contact outputs as required; one for alarm activation, one for trouble activation, and one for supervisory alarm activation if necessary. Dry contacts must be wired to an approved terminal strip type junction box located outside the alarm control panel; and

(b); The point of connection wires or terminals must be clearly tagged.

C. If the subscriber's alarm company wishes to be present at the time of connection, they must schedule an appointment through ADT.

D. In the event the City is unable to perform the installation as requested, due to circumstances beyond City's control and a return visit is necessary, an additional return trip charge will be invoiced to the Subscriber.

25. **RECEIPT OF COPY:** Subscriber acknowledges receipt of a copy of this agreement.

26. **GOVERNING LAW:** This agreement shall be governed by the laws of the State of Illinois.

27. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings are for convenience only and are not a part of this agreement and shall not be used in construing it.

28. **AUTHORITY:** Each signatory to this agreement represents that he or she has the authority to enter into this agreement. This agreement shall not be binding upon City unless approved in writing by an authorized representative of the City. In the event of non-approval, the only liability of the City shall be to return to Subscriber the amount, if any, paid to the City by Subscriber upon the signing of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

City of Elmhurst, an Illinois municipal corporation

By: _____

Its: _____

Subscriber

By: _____

PRINT: _____


Property Owner (if different than Subscriber)

By: _____

PRINT: _____

DATE: February 5, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Administration
ITEM	A Resolution Amending the Wire Transfer Policy Resolution No. R-10-10	APPROVAL	
<p>Pursuant to the Commission's wire transfer policy, the authority to direct the electronic transfer of Commission funds is limited, for the most part, to any one of the following officers and employees: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, or the Staff Attorney. At the January 14, 2010, Commission meeting, it was suggested that the Commission's wire transfer policy be changed to require two signatures. Resolution No. R-10-10 would amend the wire transfer policy to incorporate such a change.</p>			
MOTION: To approve Resolution No. R-10-10.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-10-10

A RESOLUTION AMENDING THE WIRE TRANSFER POLICY

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq.; and

WHEREAS, the Water Commission Act of 1985 provides that the Commission shall determine its own rules of proceeding; and

WHEREAS, in furtherance thereof, the Commission adopted By-Laws of the DuPage Water Commission, which By-Laws were restated by Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-10-99, O-7-00, O-11-02, O-2-04, O-11-04, O-12-04, O-1-05, O-11-06, O-7-08, and O-3-10 (the "By-Laws"); and

WHEREAS, pursuant to the By-Laws, the Board of Commissioners of the DuPage Water Commission has the power to pass and enforce all necessary ordinances, resolutions, rules, regulations, and administrative orders for the conduct of business and management of property of the Commission; and

WHEREAS, in furtherance thereof, the Commission adopted procedures for making wire transfers of Commission funds pursuant to Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08 as amended, and R-54-08, and as amended by Resolution No. R-14-00 (collectively, the "Wire Transfer Policy"); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary, and desirable, and in the best interest of

Resolution No. R-10-10

the Commission, to amend the Wire Transfer Policy to limit the authority to direct the electronic transfer of Commission funds to any two of the following officers and employees: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, or the Staff Attorney;

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: Section Two of Resolution No. R-27-90, approved by the Board of Commissioners of the DuPage Water Commission on July 12, 1990, shall be and it hereby is amended in its entirety so that said Section Two shall hereafter be and read as follows:

"Except as permitted in Sections Three and Four below or by subsequent resolution of the Board of Commissioners of the DuPage Water Commission, wire transfers of DuPage Water Commission funds shall only be made, and the General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to send the Depository List to each financial institution named therein along with the direction that wire transfers of DuPage Water Commission funds shall only be made, (i) between financial institutions named on the Depository List, as may be amended from time to time in accordance with the following sentence, and (ii) only to accounts held in the name of the DuPage Water Commission, and (iii) only if authorized by any two of the following officers and employees: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, or the Staff Attorney of the DuPage Water Commission. The Depository List may only be amended upon written instructions of the Treasurer, the Finance Committee Chairman, or the Chairman of the DuPage Water Commission."

SECTION THREE: Except as amended herein, the Wire Transfer Policy shall remain in full force and effect.

Resolution No. R-10-10

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2010.

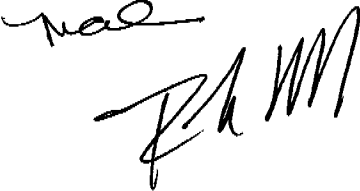
Chairman

ATTEST:

Clerk

Board/Resolutions/R-10-10.docx

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Master Contract with AECOM Technical Services, Inc. for Professional Engineering Services</p> <p>Resolution No. R-6-10</p>	<p>APPROVAL</p> 	
<p>Account No(s): Task Order No. 1 -- 01-60-2615 (Not to Exceed \$5,000.00)</p>			
<p>As requested September 10, 2009, Resolution No. R-6-10 would approve an updated master contract with AECOM Technical Services, Inc. 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-6-10 would also approve the following Task Orders to the Master Contract:</p>			
<p>Task Order No. 1: Hydraulic Analysis and Engineering Assistance for a Potential Brookfield-North River Side Water Commission</p>			
<p>The Brookfield-North River Side Water Commission has requested consideration of a supplemental water supply from the Commission's supply transmission main. The Commission has agreed to evaluate various legal, financial, regulatory, and technical issues associated with providing such service, including a hydraulic analysis of the Commission's Waterworks System. Task Order No. 1 to the updated master contract would authorize, at a cost not-to-exceed \$5,000.00, AECOM to perform a hydraulic analysis of the Commission's Waterworks System, prepare a report on the evaluation, and provide other engineering assistance related thereto. The Brookfield-North River Side Water Commission has deposited with the Commission \$5,000.00 to cover the cost of said services.</p>			
<p>MOTION: To adopt Resolution No. R-6-10.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-10

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER CONTRACT WITH AECOM TECHNICAL
SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and AECOM Technical Services, Inc., a California corporation ("Consultant"), desires 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; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and 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 Consultant; and

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desires to provide under the master contract, hydraulic analysis and engineering assistance for a potential Brookfield-North River Side Water Commission connection point;

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and AECOM Technical Services, Inc. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the Master Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Contract executed by AECOM Technical Services, Inc.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 1 to the Master Contract, in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 1 to the Master Contract in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order No. 1 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have

Resolution No. R-6-10

been presented with copies of Task Order No. 1 executed by AECOM Technical Services, Inc. Upon execution by the General Manager, Task Order No. 1 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2010.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-6-10.docx

Resolution No. R-6-10

EXHIBIT 1

**MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
AECOM TECHNICAL SERVICES, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN
 DuPAGE WATER COMMISSION
 AND
 AECOM TECHNICAL SERVICES, INC.
 FOR
 PROFESSIONAL ENGINEERING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
AECOM TECHNICAL SERVICES, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601, a California corporation ("Consultant"), make this Contract as of the 12th day of February, 2010, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A. Consultant's Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, 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.

Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and

shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project ("Required Submittals").

B. Time of Submission and Owner's Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

Notwithstanding any other provision of this Contract, Consultant, including the Consultant's subconsultants, if any, shall not be responsible for any delay, default, or nonperformance hereunder, or under any Task Order issued pursuant to this Contract, if and to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, or any other cause beyond the reasonable control of such party.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination, except for voluntary terminations by employees, and no such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve

Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be solely and completely responsible for providing and maintaining safe conditions for its employees at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. To the extent of protecting its employees, Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition::

1. It is expressly understood by the parties that Consultant's responsibility for safety conditions shall be strictly limited to its employees. Owner shall not be responsible for conditions on or in the vicinity of Owner's facilities and appurtenances, nor for the safety of persons or property, during the performance of the Services.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous

atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety for its employees remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of US Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and US Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only.
4. Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Owner's construction contractors. Nor shall Consultant be responsible for the supervision of Owner's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors, with respect to their construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on Owner's

construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of Owner. In no event shall Consultant be liable for the acts or omissions of Owner's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with Owner.

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Standard of Care

A. Standard of Care. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents that the Services and all of its components shall be free from material defects and flaws in design; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The representation herein expressed shall be in addition to any other representations expressed in the Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors'

methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

C. Defective Services. Whenever the term "defective" is used in the this Contract, or in any Task Order issued under this Contract, the term shall mean professional services that fail to conform to this Section 3.1 and/or any specific terms and requirements contained in any Task Order issued under this Contract.

3.2 Corrections

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide, to the reasonable satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract and any Task Order issued pursuant to this Contract.

3.3 Risk of Loss

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract and any Task Order issued pursuant to this Contract and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a direct result of any such negligent errors or omissions, negligent acts, or failure to meet the requirements of this Contract and any Task Order issued pursuant to this Contract. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

A. Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide

and otherwise acceptable to Owner. Such insurance shall provide that no substantial change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the requirements of this Contract and any Task Order issued pursuant to this Contract pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:

(a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

(a) Each Occurrence: \$1,000,000

(b) General Aggregate: \$2,000,000

(c) Completed Operations Aggregate: \$2,000,000

(d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability

4. Professional Liability Insurance. With a limit of liability of not less than \$5,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of this Contract and each Task Order issued pursuant to this Contract. For each Project delineated and described in a Task Order issued pursuant to this Contract, such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment under such Task Order.
5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

4.2 Indemnification

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has

provided Consultant with advance written notice of any such event, and Consultant has failed to cure such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI REMEDIES

6.1 Owner's Remedies

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

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project.
4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover direct damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and

performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion/Prohibited Interests

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

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

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which approval shall not be unreasonably withheld; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task

Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

7.5 Confidential Information

For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 Security

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. Background Investigations. Consultant personnel, including subcontractor personnel, that (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

7.7 No Waiver

For each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Robert L. Martin, P.E.
General Manager

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

AECOM Technical Services, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601
Attention: Christopher Yamaya
Authorized Representative

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.10 Governing Laws

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

7.11 Changes in Laws

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

7.12 Compliance with Laws and Grants

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

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

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

7.13 Documents

For each Project delineated and described in a Task Order issued pursuant to this Contract, 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 Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under such Task Order, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services; provided, however, that any use thereof by Owner for purposes other than specifically anticipated in Consultant's scope of Services shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Unless Owner shall consent in writing to the earlier destruction of the Documents, Consultant shall maintain files of all Documents for a period of ten years after termination of this Contract or any Task Order issued pursuant to this Contract. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for ten years after termination of this Contract or any Task Order issued pursuant to this Contract.

7.14 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

7.15 Severability

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

7.16 Entire Agreement

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

7.17 Amendments

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

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

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Maureen A. Crowley
Clerk

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

Attest/Witness:

AECOM TECHNICAL SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to the Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
 - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
 - c. Provide economic analysis of various alternatives.
 - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
- a. Furnish advice and consulting services during the construction period.
 - b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
 - c. Consult and advise on the interpretation of the construction contracts.
 - d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
 - e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
 - f. Review contractors' breakdown of cost, material quantities and scheduling.
 - g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
 - h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
 - i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
 - j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
 - k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

- I. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
 - m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.
6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant") for Professional Engineering Services dated as of February 12, 2010 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 200_.

5. **Completion Date:**

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

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

_____, 200__, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

- A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

BILLING RATE TASK ORDER

For use with single phase projects or multiple phase projects with single not to exceed cost limitation:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs 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 \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate not to exceed cost limitations:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs 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, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$

<u>Phase</u>	<u>Not to Exceed</u>
Operational	\$
_____	\$

LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

For providing, performing, and completing all Services, the total Contract Price of:

_____ Dollars and _____ Cents
 (in writing) (in writing)

_____ Dollars and _____ Cents
 (in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, a fixed fee of \$_____ plus an amount equal to Consultant's Direct Labor Costs times a factor of _____ for all Services rendered by principals and employees engaged directly on the Project.

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

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$

DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of _____ 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 \$_____, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report		\$
Preliminary Design		\$
Final Design		\$
Bidding/Negotiation		\$
Construction		\$
Operational		\$
_____		\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$_____, 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:

For use with Billing Rate Task Orders:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

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.

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

OR

For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

For use with Cost Plus Fixed Fee Task Orders:

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

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project, whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report _____ %

Preliminary Design	_____	%
Final Design	_____	%
Bidding/Negotiation	_____	%
Construction	_____	%
Operational	_____	%
_____	_____	%

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

10. **Special Safety Requirements:**

[state "none" or:

Even though Consultant is solely and completely responsible for providing and maintaining safe conditions for its employees at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services pursuant to the Contract and Consultant's legal obligations, Consultant is reminded that one of the purposes of the Project is to **[DESCRIBE SPECIAL CIRCUMSTANCES]** and, therefore, it would be reasonable to assume that **[DESCRIBE SPECIAL HAZARDS]** at any time during the Services. Consultant

must ensure that its personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. ***[DESCRIBE SPECIAL REQUIREMENTS].***
- ii. ***[DESCRIBE SPECIAL REQUIREMENTS].***

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "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 _____, 20__.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

AECOM TECHNICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Christopher Yamaya

Title: Authorized Representative

Address: 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601

E-mail Address: Christopher.Yamaya@aecom.com

Phone: (312) 373-6631

Fax: (312)373-6868

Resolution No. R-6-10

EXHIBIT 2

TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM Technical Services, Inc. ("Consultant") for Professional Engineering Services dated as of February 12, 2010 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

A. Title

Hydraulic Analysis and Engineering Assistance for a Potential Brookfield-North River Side Water Commission Connection Point

B. Description and Scope

Utilize the calibrated computerized hydraulic model of the DuPage Water Commission (DWC) Waterworks System to analyze the Waterworks System model for additional demand from a potential connection point to the Brookfield-North River Side Water Commission. Scenarios should be modeled for the average and maximum days in 2010 and 2020, as well as the 2020 peak hour based on demand scenarios provided by the Brookfield-North River Side Water Commission.

2. **Services of Consultant:**

A. Basic Services:

1. Impose the estimated demands in the hydraulic model and evaluate its impact on the DWC Waterworks System and surrounding DWC Customer Connections.
2. Prepare an opinion of probable construction costs.
3. Present summary of findings in a written letter report.

B. Additional Services:

None

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

None

4. **Commencement Date:**

February 12, 2010

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$5,000 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

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

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **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 February 12, 2010.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terry McGhee
Title: Manager of Water Operations
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: martin@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

AECOM TECHNICAL SERVICES, INC.

By: _____


Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Christopher Yamaya
Title: Authorized Representative
Address: 303 East Wacker Drive, Suite 600, Chicago, Illinois 60601
E-mail Address: Christopher.Yamaya@aecom.com
Phone: (312) 373-6631
Fax: (312)373-6868

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 Work Authorization Orders Under Quick Response Contract QR-8/08 at the February 11, 2010, DuPage Water Commission Meeting Resolution No. R-7-10	APPROVAL 
<p>Account Number: 01-60-6631</p> <p>The Commission entered into certain agreements dated June 30, 2008, with Martam Construction Incorporated and Rossi Contractors, Inc. for quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-7-10 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p>Work Authorization Order No. 0018 to Martam Construction Incorporated: The Illinois Department of Transportation (IDOT) has informed the Commission that two concrete manhole pavement patches, located on Taft Ave. in the Village of Berkeley, are failing and must be removed and reconstructed with bituminous base and surface course materials.</p> <p>These patches were constructed by Commission personnel approximately 15 years ago in response to an IDOT order instructing the Commission to correct contractor out of warranty work performed under the 1988 TE-1 contract.</p> <p>This work will include traffic control set up and maintenance, removal of the existing pavement patches and manhole adjusting rings, adjusting the manhole frames and lids to existing pavement elevations using new concrete adjusting rings, replacing the pavement to "in kind" condition as directed by IDOT, and miscellaneous restoration. The total cost of this work is not known but is estimated to be \$6,500.00.</p>	
<p>MOTION: To approve Resolution No. R-7-10.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-7-10

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-8/08 AT THE
FEBRUARY 11, 2010, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-7-10

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2010.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-7-10.docx

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-8/08: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-8.0018

LOCATION:

1. Taft Ave. south of Washington Street in the Village of Berkeley.
2. Taft Ave north of Madison Street in the Village of Berkeley

CONTRACTOR:

Martam Construction Incorporated

DESCRIPTION OF WORK:

Provide traffic control and protection, remove existing pavement and manhole adjusting rings, adjust manhole frames and lids to existing pavement elevations using new concrete adjusting rings, replace pavement to "in kind" condition, misc restoration, and any other work that may be required by the Illinois Department of Transportation or as directed by the Commission.

REASON FOR WORK:

To replace pavement patches as directed by the Illinois Department of Transportation.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:
N/A

SUBMITTALS REQUESTED: N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

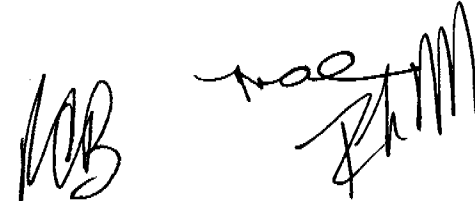
CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

DATE: February 5, 2010

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 Contract Change Orders at the February 11, 2010, DuPage Water Commission Meeting Resolution No. R-9-10	APPROVAL 
<p>Account Number: 01-60-8201.01- (PSC-4/08) \$67,025.47 01-60-7213.01- (PSD-7/08) \$74,959.00</p> <p>Resolution No. R-56-09 would approve the following Change Orders:</p> <p>Change Order No. 4 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station).</p> <p>Change Order No. 4 would increase the Contract Price in the net amount of \$67,025.47 for the additional work required by Illinois Department of Transportation (IDOT) in order to receive IDOT permit approval. In order to obtain a lane closure permit, IDOT required the Contractor to construct 120 linear feet of permanent concrete barrier wall and 188 linear feet of guardrail with two traffic barrier terminals, in addition to installing temporary barriers along the south shoulder of Interstate 290 (I-290) and along the north face of the new Generator Building, which also resulted in the elimination of certain traffic control signage.</p> <p>Approval of this negotiated Change Order would increase the Contract Price by \$67,025.47, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price. The Completion Date would remain as October 21, 2010.</p> <p>In addition, approval of this negotiated Change Order would cause the previously increased \$19MM budget for the Commission's share of Lexington Pumping Station improvements to be exceeded by \$111,303.90, which increased budget already exceeded the \$15MM cap on the Commission's share provided for in the intergovernmental agreement with the City of Chicago.</p> <p>Although the Engineers contacted IDOT during design, and submitted preliminary design drawings when requested by IDOT, it was not until Contract PSC-4/08 had been bid, awarded, and the PSC-4 Contractor made application to IDOT that the agency performed an official review of the project. Moreover, the initial permit review yielded no comment by IDOT and it was not until a lane closure permit application submittal review by IDOT that their exact requirements become known.</p> <p>Change Order No. 6 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station). This change order would increase the Contract Price in the net amount of \$74,959.00 due to (1) Installation of 450 lineal feet of 4" conduit in duct bank in preparation for future AT&T telephone infrastructure needs (\$9,522.00); (2) Installation of 500 lineal feet of polyethylene piping to provide natural gas services to new</p>	

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the February 11, 2010, DuPage Water Commission Meeting Resolution No. R-9-10	APPROVAL	

and existing facilities (\$27,898.00); (3) Installation of a middle guard rail between the parapet wall and the proposed single guard roof railing to achieve OSHA compliance for fall protection (\$3,074.00); (4) Relocation of voice and data outlets in four office spaces (\$1,714.00); (5) Relocation of the existing outlet connection for the forklift battery charging unit from the pump station into the new garage (\$2,059.00); (6) Relocation of a water main insertion valve and increase in size of valve from 8" to 10" (\$2,657.00); (7) Elimination of approximately 60 lineal feet of 8" diameter water main pipe (-\$3,683.00); (8) Installation of additional waste plumbing vents in the covered parking structure as required by the City of Elmhurst (\$7,876.00); (9) Provision of breaker and transformer upsizing to meet the electrical requirements of provided equipment and requested additions to electrical gear as requested by the Engineer primarily because specified equipment is no longer available from the manufacturer (\$7,745.00); (10) Lowering of ceiling height and installation of additional framing and soffits to conceal equipment design conflicts (\$758.00); (11) Installation of a ventilation exhaust louver for the office lavatory and locker rooms (\$2,061.00); (12) Provision of additional walkway lighting and site lighting fixtures (\$14,595.00); (13) Provision of additional lighting in the main entrance vestibule of the new office building (\$518.00); (14) Provision of a mounting base for the relocated lube oil pump system (\$2,070.00); and (15) Reduction in the number of explosion proof lighting fixtures in the Day Tank Room (-\$3,905.00). The final Contract Completion Date would remain as November 25, 2010.

An additional 4" conduit was requested by staff to be installed within a duct bank under construction to accommodate future telephone and data cabling needs. This was requested to minimize future construction costs and construction impacts and take advantage of a duct bank excavation that was underway. This work has been performed.

The site natural gas piping work was initially intended to be installed under an agreement with NICOR. However, during discussions with NICOR after the Contract had been bid and awarded, it was determined that NICOR would not perform the work as desired or in a cost efficient manner. As a result, staff directed that the work be performed by the Contractor. This work has been performed and it was performed at a lower cost than that quoted by NICOR.

In accordance with OSHA regulation, walking and working surfaces subject to a four foot elevation drop require a fall protection barrier of a minimum of 42 inches in height. The original Contract design called for using a combination of the existing parapet wall and adding a single hand rail to establish compliance with the OSHA regulation. When the City of Elmhurst Building Department required the relocation of existing roof drains, that change altered the elevation of the tapered roof insulation which is needed to promote roof drainage. This caused the original design of the fall protection barrier to fall out of compliance with the OSHA regulation. Adding a middle railing between the top of the parapet wall and the designed single railing will achieve compliance. This work has been ordered.

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the February 11, 2010, DuPage Water Commission Meeting Resolution No. R-9-10	APPROVAL	

The Contract design drawings depicted the locations of voice and data outlets on the walls opposite of where they were intended for use and opposite of electrical outlets. Voice and data conduits and electrical boxes needed to be extended and relocated in order to efficiently use office space and eliminate tripping hazards from exposed cords and cables. This work has been performed.

The existing outlet connection for the forklift battery charging unit in the pumping station is in conflict with the newly created employee access way into the Covered Parking Structure. Relocation of the power outlet into the new Garage will eliminate the potential hazard and will provide the Operations Department with an alternate location to house the forklift. This work has not been performed.

The proposed insertion valve was relocated from the 8" diameter water main to the 10" in order to maintain water service to the entire pump station during underground water main construction as well as during future maintenance activities. This work has been performed and rectified a deficiency that has existed since the initial construction of the pump station.

During construction of the underground water main, an alternate route was chosen that reduced the amount of materials and excavation required to complete the work. This work has been performed.

Upon inspection of the Covered Parking Structure sanitary sewer drain system by the City of Elmhurst Building Department, the inspector required the installation of additional waste plumbing vent pipes. The work entails coring through the top concrete slab and additional lengths of pipe and fittings. This work has not been performed.

The Engineer determined that the electrical ratings of some equipment needed to be changed, including upsizing of an electrical transformer, in order to meet the needs of the equipment provided, primarily because the specified equipment is no longer available from the manufacturer and, secondarily, because of the relocation of the forklift battery charging unit. This work has not been performed.

During installation of mechanical and plumbing equipment in the existing Service building, it was determined the design did not take into account the existing beams where the equipment was to be installed. Lowering the ceiling height will eliminate most of the conflicts with the exception of the windows in the lobby area. In that area, the Contractor needed to provide additional framing and plaster to create a soffit to conceal mechanical and plumbing equipment installations. This work has been performed in part.

A ventilation system exhaust louver was inadvertently omitted from the Contract design and is necessary to direct moisture outside and away from the lavatories, locker rooms and shower areas. This work has been performed in part.

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the February 11, 2010, DuPage Water Commission Meeting Resolution No. R-9-10	APPROVAL	
<p>Walkway lighting is necessary to provide adequate illumination of exterior emergency exit route walkways and site lighting is to replace a non-functional and obsolete existing parking lot light structure that was originally scheduled for repair by Commission staff and relocation by the Contractor. This work has not been performed.</p> <p>After a review of post construction conditions of the Office Building main entrance vestibule, staff requested an additional fixture be installed to provide additional general area lighting and area night lighting and also to highlight fire alarm annunciation panels. This work has been performed in part.</p> <p>After the day tank facilities were constructed, it was determined the design location of the lube oil system pumps proved to be inaccessible for installation or future maintenance. As a result, the pumps need to be relocated to a serviceable location requiring the installation of a mounting base. This work has not been performed.</p> <p>After review by the Engineer, it was determined that the Day Tank Room would be overly illuminated and the quantity of fixtures could be reduced.</p> <p>Approval of this negotiated Change Order would increase the Contract Price in the net amount of \$74,959.00, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p>			
<p>MOTION: To approve Resolution No. R-9-10.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-9-10

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
FEBRUARY 11, 2010, 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, based upon the representations of staff and the Contractors, 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; provided, however, that with respect to the approval and/or ratification of Change Order No. 4 to the Contract for the Construction of Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station (Contract PSC-4/08), such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

Resolution No. R-9-10

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 _____, 2010.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-9-10.doc

Exhibit 1

Resolution No. R-9-10

1. Change Order No. 4: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) in the net amount of \$67,025.47.
2. Change Order No. 6: Contract PSD-7/08 (Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) in the net amount of \$74,959.00.

Total amount of the Change Order(s) is \$141,984.47.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Electrical Generation Facilities
and Other Improvements at the
Lexington Pumping Station

CHANGE ORDER NO. 4

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: February 12, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Construct 120 linear feet of permanent concrete barrier wall and 188 linear feet of guardrail with two traffic barrier terminals, in addition to installing temporary barriers along the south shoulder of Interstate 290 (I-290) and along the north face of the new Generator Building, and eliminating associated traffic control signage, all as required by the Illinois Department of Transportation and in accordance with Engineer's Project Correspondence No. 9R1.0.

B. REASON FOR CHANGE:

1. Although the Engineers contacted IDOT during design, and submitted preliminary design drawings when requested by IDOT, it was not until Contract PSC-4/08 had been bid, awarded, and the PSC-4 Contractor made application to IDOT that the agency performed an official review of the project. Moreover, the initial permit review yielded no comment by IDOT and it was not until a lane closure permit application submittal review by IDOT that their exact requirements become known.

C. REVISION IN CONTRACT PRICE:

1. \$67,025.47 (negotiated net increase)

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date October 21, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>17,209,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>3</u>	\$	<u>236,468.31</u>
3.	Contract Price, not including this Change Order	\$	<u>17,445,468.31</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>67,025.47</u>
5.	Contract Price including this Change Order	\$	<u>17,512,493.78</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley and Hansen LLC

By: _____ (_____)
Signature of Authorized Representative Date

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Joseph J. Henderson and Son, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

DuPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 7

PROJECT NAME: Electric Generation Facility and
Office/Garage Expansion for the
DuPage Pumping Station

CHANGE ORDER NO. 6

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: February 12, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Install 450 lineal feet of 4" conduit in duct bank in accordance with the Engineer's Proposed Change Order Memorandum No. 17R-2.
2. Install approximately 400 lineal feet of 3" diameter and 100 lineal feet of 2" diameter polyethylene gas piping and fittings to the existing pumping station, new garage, and new generator facilities in accordance with the Engineer's Proposed Change Order Memorandum No. 18.
3. Add a mid-railing between the existing parapet wall and the proposed guardrail on the east and west ends of the existing service building under renovation in accordance with the Engineer's Proposed Change Order Memorandum No. 22.
4. Relocate voice and data outlets in room numbers A-105, A-106, A-107 and A-108 of the office building addition in accordance with the Engineer's Proposed Change Order Memorandum No. 23.
5. Relocate existing outlet connection for the forklift battery charging unit from the pump station into the new garage building in accordance with the Engineer's Proposed Change Order Memorandum No. 24.
6. Relocate and install a 10" diameter insertion valve in lieu of the 8" insertion valve indicated on the Contract Drawings in accordance with the Engineer's Proposed Change Order Memorandum No. 25.
7. Eliminate approximately 60 lineal feet of 8" diameter water main pipe in accordance with the Engineer's Proposed Change Order Memorandum No. 26.

8. Add two additional sanitary sewer drain vents through the top slab of the covered parking structure as required by the City of Elmhurst plumbing inspector in accordance with the Engineer's Proposed Change Order Memorandum No. 27.
9. Adjust electrical power requirements of two electrical power panels and increase the size of circuit breakers and an electrical transformer in accordance with the Engineer's Proposed Change Order Memorandum No. 28.
10. Lower ceiling and install a soffit in the ceiling of the new lobby in the existing service building in accordance with the Engineer's Proposed Change Order Memorandum No. 29.
11. Install an exhaust louver through a brick and block wall to ventilate washrooms and locker rooms in accordance with the Engineer's Proposed Change Order Memorandum No. 30.
12. Install additional site and walkway lighting, and eliminate re-installation of Owner's existing but non-functional parking lot light standard, in accordance with the Engineer's Proposed Change Order Memorandum No. 31.
13. Install additional lighting in the vestibule of the new office building in accordance with the Engineer's Proposed Change Order Memorandum No. 33.
14. Install a mounting base for the solid steel lube oil system pumps, and relocate pumps, in the Day Tank Room in accordance with the Engineer's Proposed Change Order Memorandum No. 36.
15. Eliminate five (5) explosion proof light fixtures in the Day Tank Room in accordance with the Engineer's Proposed Change Order Memorandum No. 37.

B. REASON FOR CHANGE:

1. An additional 4" conduit was requested by Owner to be installed within a duct bank under construction to accommodate future telephone and data cabling needs. This was requested to minimize future construction costs and construction impacts and take advantage of a duct bank excavation that was underway.
2. The site natural gas piping work was initially intended to be installed under an agreement with NICOR. However, during discussions with NICOR after the Contract had been bid and

awarded, it was determined that NICOR would not perform the work as desired or in a cost efficient manner.

3. In accordance with OSHA regulation, walking and working surfaces subject to a four foot elevation drop require a fall protection barrier of a minimum of 42 inches in height. The original Contract design called for using a combination of the existing parapet wall and adding a single hand rail to establish compliance with the OSHA regulation. When the City of Elmhurst Building Department required the relocation of existing roof drains, that change altered the elevation of the tapered roof insulation which is needed to promote roof drainage. This caused the original design of the fall protection barrier to fall out of compliance with the OSHA regulation. Adding a middle railing between the top of the parapet wall and the designed single railing will achieve compliance.
4. The Contract design drawings depicted the locations of voice and data outlets on the walls opposite of where they were intended for use and opposite of electrical outlets. Voice and data conduits and electrical boxes needed to be extended and relocated in order to efficiently use office space and eliminate tripping hazards from exposed cords and cables.
5. The existing outlet connection for the forklift battery charging unit in the pumping station is in conflict with the newly created employee access way into the Covered Parking Structure. Relocation of the power outlet into the new Garage will eliminate the potential hazard and will provide the Operations Department with an alternate location to house the forklift.
6. The proposed insertion valve was relocated from the 8" diameter water main to the 10" in order to maintain water service to the entire pump station during underground water main construction as well as during future maintenance activities.
7. During construction of the underground water main, an alternate route was chosen that reduced the amount of materials and excavation required to complete the work.
8. Upon inspection of the Covered Parking Structure sanitary sewer drain system by the City of Elmhurst Building Department, the inspector required the installation of additional waste plumbing vent pipes. The work entails coring through the top concrete slab and additional lengths of pipe and fittings.

9. Engineer determined that the electrical ratings needed to be changed, including upsizing of an electrical transformer, in order to meet the needs of the equipment provided, primarily because the specified equipment is no longer available from the manufacturer and, secondarily, because of the relocation of the forklift battery charging unit.
10. During installation of mechanical and plumbing equipment in the existing Service building, it was determined the design did not take into account the existing beams where the equipment was to be installed. Lowering the ceiling height will eliminate most of the conflicts with the exception of the windows in the lobby area. In that area, additional framing and plaster is needed to create a soffit to conceal mechanical and plumbing equipment installations.
11. A ventilation system exhaust louver was inadvertently omitted from the Contract design and is necessary to direct moisture outside and away from the lavatories, locker rooms and shower areas.
12. Walkway lighting is necessary to provide adequate illumination of exterior emergency exit route walkways and site lighting is to replace a non-functional and obsolete existing parking lot light structure that was originally scheduled for repair by Owner and relocation by Contractor.
13. After a review of post construction conditions of the Office Building main entrance vestibule, Owner requested an additional fixture be installed to provide additional general area lighting and area night lighting and also to highlight fire alarm annunciation panels.
14. After the day tank facilities were constructed, it was determined the design location of the lube oil system pumps proved to be inaccessible for installation or future maintenance. As a result, the pumps need to be relocated to a serviceable location requiring the installation of a mounting base.
15. After review by the Engineer, it was determined that the Day Tank Room would be overly illuminated and the quantity of fixtures could be reduced.

C. REVISION IN CONTRACT PRICE:

1. Negotiated net increase of \$9,522.00
2. Negotiated net increase of \$27,898.00

3. Negotiated net increase of \$3,074.00
4. Negotiated net increase of \$1,714.00
5. Negotiated net increase of \$2,059.00
6. Negotiated net increase of \$2,657.00
7. Negotiated Credit of \$3,683.00
8. Negotiated net increase of \$7,876.00
9. Negotiated net increase of \$7,745.00
10. Negotiated net increase of \$758.00
11. Negotiated net increase of \$2,061.00
12. Negotiated net increase of \$14,595.00
13. Negotiated net increase of \$518.00
14. Negotiated net increase of \$2,070.00
15. Negotiated Credit of \$3,905.00

Change Order Net Increase of \$74,959.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date November 25, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>16,970,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>5</u>	\$	<u>191,625.00</u>
3.	Contract Price, not including this Change Order	\$	<u>17,161,625.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>74,959.00</u>
5.	Contract Price including this Change Order	\$	<u>17,236,584.00</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Camp Dresser McKee, Inc.

By: _____ (_____) _____
Signature of Authorized Date
Representative

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

CONTRACTOR: Williams Brothers Construction, Inc.

By: _____ (_____) _____
Signature of Authorized Date
Representative

DUPAGE WATER COMMISSION:

By: _____ (_____) _____
Signature of Authorized Date
Representative

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

BALANCE AS OF: 1/31/2010

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1294		ACCOMTEMP									
	INV	30479718	1/05/10	1/05/10		N		ACCOMTEMP		770.40	
		DISB	1/18/10					PO:		770.40	
	INV	30514963	1/12/10	1/12/10		N		ACCOMTEMP		1,656.36	
		DISB	1/18/10					PO:		1,656.36	
	INV	30585252	1/26/10	1/26/10		N		ACCOMTEMP:WK END 01-22-10		1,540.80	
		DISB	1/31/10					PO:		1,540.80	
===== TOTALS: GROSS: 3,967.56 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,967.56 =====											
01-1663		AECOM									
	INV	60092726-09	1/14/10	1/14/10		N		GLEN ELLYN HEIGHTS SVC AREA		11,809.05	
		DISB	1/31/10					PO:		11,809.05	
	INV	60092727-09	1/14/10	1/14/10		N		DUPAGE COUNTY-GREENE ROAD		12,556.43	
		DISB	1/31/10					PO:		12,556.43	
----- TOTALS: GROSS: 24,365.48 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 24,365.48 -----											
01-1632		ALDRIDGE ELECTRIC, INC.									
	INV	201002042505	1/12/10	1/12/10		N		QRE4-006A-REPAIR U/G ELEC SVC		10,126.21	
		DISB	1/31/10					PO:		10,126.21	
===== TOTALS: GROSS: 10,126.21 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 10,126.21 =====											
01-1459		ALPHA BUILDING MAINTENANCE									
	INV	10065 DWC	1/01/10	1/31/10		N		JANITORIAL SVCS:01/01-01/31/10		1,484.00	
		DISB	1/11/10					PO:		1,484.00	
	INV	10066 DWC	1/01/10	1/31/10		N		JANITORIAL SUPPLIES:NOV 09		251.00	
		DISB	1/11/10					PO:		251.00	
----- TOTALS: GROSS: 1,735.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,735.00 -----											
01-1516		ARAMARK REFRESHMENT SERVIC									
	INV	524641	1/11/10	1/11/10		N		COFFEE SUPPLIES		146.44	
		DISB	1/18/10					PO: 11987		146.44	
===== TOTALS: GROSS: 146.44 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 146.44 =====											

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1397		AT&T									
	CM	630894072501	1/04/10	1/04/10		N		DPSS PHONE SVC:Dec 5- Jan 4		14.74CR	
		DISB	1/18/10					PO:		14.74CR	
	DM	630894072501	1/04/10	1/04/10		N		DPSS PHONE SERVICE		14.74	
		DISB	1/22/10					PO:		14.74	
	INV	630834013901	1/22/10	1/22/10		N		DPSS PHONE SVC:DEC 23-JAN 22		511.31	
		DISB	1/31/10					PO:		511.31	
	INV	630273557401	1/16/10	1/16/10		N		DPSS PHONE SVC:DEC 17-JAN 16		844.90	
		DISB	1/27/10					PO:		844.90	
=====											
	TOTALS:	GROSS:	1,356.21	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,356.21
=====											
01-1072		AVALON PETROLEUM COMPANY									
	INV	539770	1/18/10	1/18/10		N		GASOLINE		2,104.00	
		DISB	1/27/10					PO: 11999		2,104.00	

	TOTALS:	GROSS:	2,104.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,104.00
=====											
01-1717		B W TECHNOLOGIES AMERICA									
	CM	247220	12/23/09	12/23/09		N		SCADA/INSTRUMENTATION		130.00CR	
		DISB	1/19/10					PO:		130.00CR	
	INV	242534	11/16/09	11/16/09		N		SCADA/INSTRUMENTATION		130.00	
		DISB	1/19/10					PO:		130.00	

	TOTALS:	GROSS:	0.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	0.00
=====											
01-1661		BENNINGTON JR. THOMAS									
	INV	201001202480	1/15/10	1/15/10		N		SERVICES AS COMMISSIONER		150.00	
		DISB	1/20/10					PO:		150.00	

	TOTALS:	GROSS:	150.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	150.00
=====											
01-1692		BRIDGEPOINT TECHNOLOGIES									
	INV	13897	1/20/10	1/20/10		N		APPLICATION HOSTING SVC:JAN 10		75.00	
		DISB	1/27/10					PO: 12006		75.00	
	INV	13898	1/20/10	1/20/10		N		WEBSITE HOSTING SVC:JAN 2010		75.00	

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			

01-1692		BRIDGEPOINT TECHNOLOGIES	** CONTINUED **										
	DISB		1/27/10					PO: 11826		75.00			
=====													
TOTALS:			GROSS:	150.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	150.00	=====
01-1049		CAMP DRESSER & MCKEE INC.											
	INV	80333209/13	12/16/09	12/16/09			N	ELECTRICAL GENERATION		117,512.26			
	DISB		1/31/10					PO:		117,512.26			
=====													
TOTALS:			GROSS:	117,512.26	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	117,512.26	=====
01-1724		CENTIMARK CORPORATION											
	INV	8400091086	12/07/09	12/07/09			N	MAINTENANCE SUPPLIES		11,904.00			
	DISB		1/31/10					PO: 11875		11,904.00			
=====													
TOTALS:			GROSS:	11,904.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	11,904.00	=====
01-1723		CENTRAL PARTS WAREHOUSE											
	INV	133473A	12/31/09	12/31/09			N	MAINTENANCE SUPPLIES		90.27			
	DISB		1/27/10					PO: 11938		90.27			
=====													
TOTALS:			GROSS:	90.27	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	90.27	=====
01-1251		ELIZABETH M. CHAPLIN											
	INV	201001202481	1/15/10	1/15/10			Y	SERVICES AS COMMISSIONER		300.00			
	DISB		1/20/10					PO:		300.00			
=====													
TOTALS:			GROSS:	300.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	300.00	=====
01-1134		CITY OF CHICAGO DEPARTMENT											
	CM	201002042502	1/31/10	1/31/10			N	WATER BILLING:JAN 2010		3,983,499.00CR			
	DISB		1/31/10					PO:		3,983,499.00CR			
	INV	201001222490	1/05/10	1/05/10			N	LEX PUMP STN LABOR:DEC 09		24,586.76			
	DISB		1/22/10					PO:		24,586.76			
	INV	201002042502	2/01/10	2/01/10			N	WATER BILLING: JAN 2010		3,983,499.00			
	DISB		1/31/10					PO:		3,983,499.00			
=====													
TOTALS:			GROSS:	24,586.76	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	24,586.76	=====
01-1135		CITY OF CHICAGO SUPERINTEN											

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1135			CITY OF CHICAGO SUPERINTEN** CONTINUED **								
	INV	201002042506	1/31/10	1/31/10		N		WATER BILLING:JAN 2010		3,983,499.00	
	DISB		1/31/10					PO:		3,983,499.00	

***** TOTALS: GROSS: 3,983,499.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,983,499.00 *****											

01-1463			CHICAGO TITLE INSURANCE CO								
	INV	008488040	1/04/10	1/04/10		N		TITLE COMMITMENT		895.00	
	DISB		1/27/10					PO:		895.00	
	INV	008488137	9/03/09	9/03/09		N		TITLE COMMITMENT		970.00	
	DISB		1/27/10					PO:		970.00	
	INV	008488138	7/29/09	7/29/09		N		TITLE COMMITMENT		995.00	
	DISB		1/27/10					PO:		995.00	
	INV	008488140	7/29/09	7/29/09		N		TITLE COMMITMENT		995.00	
	DISB		1/27/10					PO:		995.00	
	INV	008488143	7/29/09	7/29/09		N		TITLE COMMITMENT		895.00	
	DISB		1/27/10					PO:		895.00	

***** TOTALS: GROSS: 4,750.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 4,750.00 *****											

01-1179			CHICAGO TRIBUNE								
	CM	596842001	12/31/09	12/31/09		N		JOB ADVERTISEMENT		419.00CR	
	DISB		1/25/10					PO: 11921		419.00CR	
	INV	596842001	12/31/09	1/15/10		N		JOB ADVERTISEMENT		419.00	
	DISB		1/15/10					PO: 11921		419.00	

***** TOTALS: GROSS: 0.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 0.00 *****											

01-1091			CINTAS FIRST AID & SAFETY								
	INV	0343611082	1/12/10	1/12/10		N		FIRST AID SUPPLIES		145.62	
	DISB		1/12/10					PO: 10798		145.62	

***** TOTALS: GROSS: 145.62 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 145.62 *****											

01-1377			CLC LUBRICANTS CO.								
	INV	32925	1/08/10	2/07/10		N		CLC LUBE		769.20	
	DISB		1/15/10					PO: 11967		769.20	

***** TOTALS: GROSS: 769.20 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 769.20 *****											

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	BANK		POST DT	DISC DT	CHECK#					BALANCE	

01-1640	CLS GROUP, INC.										
	INV	13828	1/06/10	1/06/10		N		DOCUMENT MANAGEMENT SYSTEM		5,166.00	
	DISB		1/11/10					PO:		5,166.00	
***** TOTALS: GROSS: 5,166.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,166.00 *****											
01-1398	COMCAST										
	INV	201001272498	1/20/10	1/20/10		N		INTERNET SVC:01/27/09-02/26/10		99.95	
	DISB		1/27/10					PO:		99.95	
***** TOTALS: GROSS: 99.95 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 99.95 *****											
01-1009	COMED										
	INV	201002042503	1/31/10	3/17/10		N		METER STN ELEC SERVICE		11,202.52	
	DISB		1/31/10					PO:		11,202.52	
***** TOTALS: GROSS: 11,202.52 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 11,202.52 *****											
01-1716	CONCORD CONSTRUCTION SERVI										
	INV	2	12/23/09	12/23/09		N		MS-18/09-PARTIAL PAYMENT # 2		333,098.51	
	DISB		1/31/10					PO:		333,098.51	
***** TOTALS: GROSS: 333,098.51 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 333,098.51 *****											
01-1569	EDWARD COUGHLIN										
	INV	201001202485	1/15/10	1/15/10		Y		SECURITY: 01/14/10		200.00	
	DISB		1/20/10					PO:		200.00	
***** TOTALS: GROSS: 200.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 200.00 *****											
01-1721	CROWE HORWATH										
	INV	707-1644004	1/15/10	1/15/10		N		PROFESSIONAL SERVICES		62,242.50	
	DISB		1/27/10					PO:		62,242.50	
***** TOTALS: GROSS: 62,242.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 62,242.50 *****											
01-1025	DANKA OFFICE IMAGING										
	INV	706826484	1/29/10	2/28/10		N		COPIER USAGE:10-28-09-1-27-10		918.33	
	DISB		1/31/10					PO: 11201		918.33	
***** TOTALS: GROSS: 918.33 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 918.33 *****											

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#					BALANCE	

01-1239			DIVANE BROS. ELECTRIC CO.								
	INV	3	1/20/10	1/20/10		N		PSC-5/08-PARTIAL PAYMENT # 3		2,648,800.00	
	DISB		1/31/10					PO:		2,648,800.00	
===== TOTALS: GROSS: 2,648,800.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,648,800.00 =====											
01-1444			EASTLAND INDUSTRIES, INC.								
	INV	43448	1/05/10	2/04/10		N		METER STN MAINT SUPPLIES		390.00	
	DISB		1/18/10					PO: 11964		390.00	
===== TOTALS: GROSS: 390.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 390.00 =====											
01-1654			ELECSYS CORPORATION								
	INV	84390	12/31/09	12/31/09		N		DEFAULT CP GROUP MESSAGES		90.00	
	DISB		1/18/10					PO:		90.00	
	INV	84736	1/14/10	1/14/10		N		SCADA/INSTRUMENTATION		195.08	
	DISB		1/22/10					PO:		195.08	
===== TOTALS: GROSS: 285.08 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 285.08 =====											
01-1686			ELECTRICAL SYSTEMS, INC								
	INV	8633	1/25/10	1/25/10		N		VALVE ACTUATOR REPLACEMENT		14,435.40	
	DISB		1/31/10					PO:		14,435.40	
===== TOTALS: GROSS: 14,435.40 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 14,435.40 =====											
01-1095			ELECTRO-KINETICS								
	INV	151033	1/19/10	1/19/10		N		PUMPING SERVICES		242.36	
	DISB		1/27/10					PO: 11903		242.36	
===== TOTALS: GROSS: 242.36 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 242.36 =====											
01-1720			ELIJAH TECHNOLOGIES								
	INV	2669	12/29/10	12/29/10		N		LEGAL SERVICES		3,756.14	
	DISB		1/27/10					PO:		3,756.14	
===== TOTALS: GROSS: 3,756.14 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,756.14 =====											
01-1622			TIMOTHY D. ELLIOTT								

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		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1622		TIMOTHY D. ELLIOTT	** CONTINUED **										
	INV	201001202484	1/15/10	1/15/10		Y		SERVICES AS COMMISSIONER		300.00			
	DISB		1/20/10					PO:		300.00			
=====													
TOTALS: GROSS:			300.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	300.00	=====
01-1567		ELMHURST FORD											
	CM	33190	12/22/09	12/22/09		N		VEHICLE REP & MAINT:M80328		440.50	CR		
	DISB		1/27/10					PO: 11953		440.50	CR		
	INV	33190	12/22/09	12/22/09		N		VEHICLE REPAIR:M80328		440.50			
	DISB		12/31/09					PO: 11953		440.50			
	INV	T55043	12/16/09	12/16/09		N		VEHICLE MAINT & REPAIR:8647943		470.81			
	DISB		12/29/09					PO: 11948		470.81			
	INV	T55165	12/21/09	12/21/09		N		VEHICLE REPAIR:M127481		1,181.59			
	DISB		12/31/09					PO: 11959		1,181.59			
=====													
TOTALS: GROSS:			1,652.40	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,652.40	=====
01-1097		ELMHURST PLAZA STANDARD IN											
	INV	13231	1/12/10	1/12/10		N		VEHICLE WASH:M175659		7.00			
	DISB		1/22/10					PO: 11910		7.00			
	INV	19422	1/05/10	1/05/10		N		VEHICLE MAINTENANCE:M175659		7.00			
	DISB		1/11/10					PO: 11867		7.00			
	INV	33190	12/22/09	12/22/09		N		VEHICLE REP & MAINT: M80328		440.50			
	DISB		1/27/10					PO: 11953		440.50			
=====													
TOTALS: GROSS:			454.50	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	454.50	=====
01-1446		EN ENGINEERING, LLC											
	INV	0025958	1/06/10	2/05/10		N		OUTERBELT MAIN CP DESIGN		4,107.32			
	DISB		1/27/10					PO:		4,107.32			
	INV	25766	12/02/09	1/01/10		N		IND CORROSION ASSISTANCE		876.80			
	DISB		1/22/10					PO:		876.80			
=====													
TOTALS: GROSS:			4,984.12	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,984.12	=====
01-1159		ENVISION HEALTHCARE, INC.											

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		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1159 ENVISION HEALTHCARE, INC. ** CONTINUED **

INV	106905		1/01/10	1/01/10		N		ADMIN FEES:JAN 10		120.00	
DISB			1/18/10					PO:		120.00	
INV	106945		12/30/09	12/30/09		N		2010 CAFETERIA RENEWAL PLAN		150.00	
DISB			1/18/10					PO:		150.00	

***** TOTALS: GROSS: 270.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 270.00 *****

01-1052 AJ GALLAGHER RISK MGMT SVC

INV	464630A		12/08/09	12/08/09		N		ENVIRONMENTAL LIABILITY		28.00	
DISB			1/18/10					PO:		28.00	
INV	468451		1/05/10	1/05/10		N		COMMERCIAL PACKAGE		11,140.00	
DISB			1/18/10					PO:		11,140.00	
INV	468452		1/05/10	1/05/10		N		COMMERCIAL AUTOMOBILE		4,317.50	
DISB			1/18/10					PO:		4,317.50	
INV	468453		1/05/10	1/05/10		N		EXCESS LIABILITY		4,623.25	
DISB			1/18/10					PO:		4,623.25	

***** TOTALS: GROSS: 20,108.75 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 20,108.75 *****

01-1628 GE CONSUMER & INDUSTRIAL

INV	175-991504		1/04/10	1/04/10		N		PUMP REPAIRS		1,625.00	
DISB			1/18/10					PO: 11942		1,625.00	

***** TOTALS: GROSS: 1,625.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,625.00 *****

01-1055 GRAINGER

INV	9144568483		12/17/09	1/16/10		N		MAINTENANCE SUPPLIES		141.60	
DISB			1/11/10					PO: 11936		141.60	
INV	9152936457		1/05/10	2/04/10		N		MAINTENANCE SUPPLIES		1,617.30	
DISB			1/18/10					PO: 11966		1,617.30	
INV	9153314530		1/06/10	2/05/10		N		MAINTENANCE SUPPLIES		137.20	
DISB			1/18/10					PO: 11949		137.20	
INV	9154652615		1/07/10	2/06/10		N		MAINTENANCE SUPPLIES		412.44	
DISB			1/18/10					PO: 11973		412.44	
INV	9161586665		1/18/10	2/17/10		N		MAINTENANCE SUPPLIES		28.89	

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	BANK		POST DT	DISC DT	CHECK#					BALANCE		
01-1055	GRAINGER		** CONTINUED **									
	DISB		1/22/10					PO: 11995		28.89		
	INV	9165552432	1/22/10	2/21/10		N		MAINTENANCE SUPPLIES		6.82		
	DISB		1/27/10					PO: 11997		6.82		
	INV	9165973489	1/22/10	2/21/10		N		MAINTENANCE SUPPLIES		615.42		
	DISB		1/31/10					PO: 12009		615.42		
	INV	9166118068	1/22/10	2/21/10		N		METER STN MAINT SUPPLIES		381.37		
	DISB		1/27/10					PO: 12002		381.37		
	INV	9169533214	1/27/10	2/26/10		N		METER STN MAINT SUPPLIES		29.99		
	DISB		1/31/10					PO: 12002		29.99		
=====	TOTALS:	GROSS:	3,371.03	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,371.03	=====
01-1399	GREELEY AND HANSEN											
	INV	INV-0000302703	1/15/10	1/15/10		Y		LEX P S GENERATION FACILITIES		114,500.47		
	DISB		1/27/10					PO:		114,500.47		
	INV	INV-0000302704	1/15/10	1/15/10		Y		LEXINGTON PS VAR FREQ DRIVES		127.11		
	DISB		1/27/10					PO:		127.11		
	INV	INV-0000302706	1/15/10	1/15/10		Y		LEXINGTON PS PHOTOVOLTAIC CELL		39,088.58		
	DISB		1/27/10					PO:		39,088.58		
=====	TOTALS:	GROSS:	153,716.16	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	153,716.16	=====
01-1068	HACH COMPANY											
	INV	6551487	1/05/10	2/04/10		N		WATER TESTING SUPPLIES		1,340.95		
	DISB		1/18/10					PO: 11958		1,340.95		
=====	TOTALS:	GROSS:	1,340.95	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,340.95	=====
01-1183	HEWLETT-PACKARD COMPANY											
	INV	65718975	1/16/10	2/15/10		N		HARDWARE SUPPORT		5,736.64		
	DISB		1/27/10					PO: 11956		5,736.64		
=====	TOTALS:	GROSS:	5,736.64	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	5,736.64	=====
01-1101	HOLLAND & KNIGHT LLP											
	INV	2475335	1/15/10	1/15/10		Y		LEGAL SERVICES: DEC 2009		15,736.10		

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1063		ILLINOIS SECTION AWWA	** CONTINUED **										
	INV	6558	1/19/10	1/19/10		N		AWWA MEMBERSHIP:THRU AUG 2010		105.00			
	DISB		1/27/10					PO: 12001		105.00			
===== TOTALS:			GROSS:	105.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	105.00	=====
01-1496		INFOR GLOBAL SOLUTIONS, IN											
	INV	P-30935-00D1	11/11/09	11/11/09		N		EAM SOFTW MNTC;2-17-10-2-16-11		29,643.52			
	DISB		1/29/10					PO: 11952		29,643.52			
===== TOTALS:			GROSS:	29,643.52	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	29,643.52	=====
01-1144		INTERNATIONAL SOCIETY OF A											
	INV	201001222488	1/14/10	1/14/10		N		YEARLY MEMBERSHIP DUES- 2010		120.00			
	DISB		1/22/10					PO: 11984		120.00			
===== TOTALS:			GROSS:	120.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	120.00	=====
01-1706		JENNER & BLOCK LLP											
	INV	9157251	1/24/10	1/24/10		N		LEGAL SERVICES:DECEMBER 09		56,009.40			
	DISB		1/27/10					PO:		56,009.40			
===== TOTALS:			GROSS:	56,009.40	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	56,009.40	=====
01-1616		JJ HENDERSON & SON											
	INV	7	1/21/10	1/21/10		N		PSC-4/08-PARTIAL PAYMENT # 7		2,519,433.48			
	DISB		1/31/10					PO:		2,519,433.48			
===== TOTALS:			GROSS:	2,519,433.48	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,519,433.48	=====
01-1032		JULIE, INC.											
	INV	12-09-0446	12/31/09	1/30/10		N		UTILITY LOCATES		2,517.00			
	DISB		1/18/10					PO:		2,517.00			
===== TOTALS:			GROSS:	2,517.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,517.00	=====
01-1196		KARA COMPANY, INC.											
	INV	259194	1/24/10	2/23/10		N		VERIZON DATA LINE GPS DATA		60.70			
	DISB		1/31/10					PO: 11213		60.70			
===== TOTALS:			GROSS:	60.70	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	60.70	=====

A C C O U N T S P A Y A B L E
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BALANCE AS OF: 1/31/2010

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#					BALANCE	

01-1618		LIFT WORKS, INC.									
	INV	111298	1/14/10	2/13/10		N		20' CONTAINER RENTAL		75.00	
		DISB	1/31/10					PO: 12003		75.00	
	INV	111667	1/20/10	2/19/10		N		MAINTENANCE SUPPLIES		281.41	
		DISB	1/31/10					PO: 12008		281.41	
=====											
	TOTALS:	GROSS:	356.41	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	356.41
=====											
01-1608		MARTAM CONSTRUCTION, INC.									
	INV	QR8-016A	11/30/09	12/15/09		N		REPAIR ERODING AREA		1,762.13	
		DISB	1/01/10					PO:		1,762.13	
	INV	QR8-016B	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		7,059.99	
		DISB	1/01/10					PO:		7,059.99	
	INV	QR8-016C	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		5,864.22	
		DISB	1/01/10					PO:		5,864.22	
	INV	QR8-016D	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		5,398.85	
		DISB	1/01/10					PO:		5,398.85	
	INV	QR8-016E	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		3,942.78	
		DISB	1/01/10					PO:		3,942.78	
	INV	QR8-016F	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		6,056.67	
		DISB	1/01/10					PO:		6,056.67	
	INV	QR8-016G	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		5,235.44	
		DISB	1/01/10					PO:		5,235.44	
	INV	QR8-016H	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		4,596.60	
		DISB	1/01/10					PO:		4,596.60	
	INV	QR8-016I	11/30/09	12/15/09		N		REPLACE MANHOLE FRAME		2,183.22	
		DISB	1/01/10					PO:		2,183.22	
=====											
	TOTALS:	GROSS:	42,099.90	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	42,099.90
=====											
01-1337		GREGORY S. MATHEWS									
	INV	201001202483	1/15/10	1/15/10		Y		SERVICES AS COMMISSIONER		300.00	
		DISB	1/20/10					PO:		300.00	
=====											
	TOTALS:	GROSS:	300.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	300.00
=====											

A C C O U N T S P A Y A B L E
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BALANCE AS OF: 1/31/2010

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1051		MENARDS - HILLSIDE	** CONTINUED **										
	INV	30960	1/25/10	1/25/10		N		MAINTENANCE SUPPLIES		86.78			
	DISB		1/27/10					PO: 11911		86.78			
===== TOTALS:			GROSS:	86.78	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	86.78	=====
01-1604		MWH AMERICAS, INC.											
	INV	1312734	1/08/10	2/22/10		N		WATER CONSERVATION PROGRAM		9,637.54			
	DISB		1/18/10					PO:		9,637.54			
===== TOTALS:			GROSS:	9,637.54	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	9,637.54	=====
01-1021		NAPERVILLE, CITY OF											
	INV	201001272495	1/20/10	2/14/10		N		METER STN ELEC:63519-46646		50.50			
	DISB		1/27/10					PO:		50.50			
	INV	201001272496	1/20/10	2/14/10		N		METER STN ELEC:63519-124896		221.99			
	DISB		1/27/10					PO:		221.99			
	INV	201001272497	1/20/10	2/14/10		N		METER STN ELEC:63519-125058		32.91			
	DISB		1/27/10					PO:		32.91			
	INV	201001272499	1/22/10	2/16/10		N		METER STN ELEC:63519-53664		220.85			
	DISB		1/27/10					PO:		220.85			
	INV	201002032501	1/28/10	2/22/10		N		METER STN ELEC:63519-62606		275.30			
	DISB		1/31/10					PO:		275.30			
===== TOTALS:			GROSS:	801.55	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	801.55	=====
01-1070		NATIONAL CITY BANK											
	INV	864845	1/22/10	1/22/10		N		SAFEKEEPING FEE:12/01-12/31/09		975.00			
	DISB		1/31/10					PO:		975.00			
===== TOTALS:			GROSS:	975.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	975.00	=====
01-1203		NATIONAL SAFETY COUNCIL											
	INV	201001182475	1/03/10	1/03/10		N		NSC ANNUAL MEMBERSHIP RENEWAL		305.00			
	DISB		1/18/10					PO: 11988		305.00			
===== TOTALS:			GROSS:	305.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	305.00	=====
01-1020		NEXTEL COMMUNICATIONS											

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-	
		BANK	POST DT	DISC DT	CHECK#					BALANCE		
01-1020		NEXTEL COMMUNICATIONS	** CONTINUED **									
	INV	648652511-095	1/12/10	2/01/10		N		CELLPHONE SVC:12/09-01/08		1,879.90		
	DISB		1/15/10					PO:		1,879.90		
===== TOTALS: GROSS:			1,879.90	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 1,879.90	=====
01-1395		OFFICE DEPOT										
	INV	503211293001	1/05/10	2/04/10		N		OFFICE SUPPLIES		304.10		
	DISB		1/18/10					PO: 11968		304.10		
	INV	503397418001	1/06/10	2/05/10		N		OFFICE SUPPLIES		298.56		
	DISB		1/18/10					PO: 11970		298.56		
	INV	503680860001	1/07/10	2/06/10		N		OFFICE SUPPLIES		14.70		
	DISB		1/18/10					PO: 11981		14.70		
	INV	504956674001	1/15/10	2/14/10		N		OFFICE SUPPLIES		35.89		
	DISB		1/27/10					PO: 11990		35.89		
	INV	504956754001	1/15/10	2/14/10		N		OFFICE SUPPLIES		5.28		
	DISB		1/27/10					PO: 11990		5.28		
	INV	505055891001	1/15/10	2/14/10		N		OFFICE SUPPLIES		17.99		
	DISB		1/27/10					PO: 11990		17.99		
	INV	506348249001	1/26/10	2/25/10		N		OFFICE SUPPLIES		933.30		
	DISB		1/31/10					PO: 12012		933.30		
	INV	506352701001	1/26/10	2/25/10		N		OFFICE SUPPLIES		67.54		
	DISB		1/31/10					PO: 12013		67.54		
	INV	506352738001	1/26/10	2/25/10		N		OFFICE SUPPLIES		28.08		
	DISB		1/31/10					PO: 12013		28.08		
	INV	506355240001	1/26/10	2/25/10		N		OFFICE SUPPLIES		65.77		
	DISB		1/31/10					PO: 12013		65.77		
===== TOTALS: GROSS:			1,771.21	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 1,771.21	=====
01-1584		OFFICE MAX INCORPORATED										
	CM	507386	1/27/10	1/27/10		N		OFFICE SUPPLIES		3.99CR		
	DISB		1/31/10					PO: 12021		3.99CR		
	INV	154195	1/18/10	1/18/10		N		OFFICE SUPPLIES		108.46		

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
	BANK		POST DT	DISC DT	CHECK#				BALANCE				
01-1584	OFFICE MAX INCORPORATED		** CONTINUED **										
	DISB		1/27/10				PO: 12014		108.46				
	INV 421740		1/26/10	1/26/10		N	OFFICE SUPPLIES		158.73				
	DISB		1/31/10				PO: 12021		158.73				
===== TOTALS: GROSS:			263.20	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	263.20	=====
01-1321	PERSPECTIVES, LTD.												
	INV 66709		1/01/10	1/01/10		N	EMPLOYEE ASSISTANCE:1/10-3/10		273.00				
	DISB		1/11/10				PO:		273.00				
===== TOTALS: GROSS:			273.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	273.00	=====
01-1340	PREMIO, INC.												
	INV 133961 SL		1/21/10	2/20/10		N	WORKSTATION COMPUTERS		1,550.00				
	DISB		1/27/10				PO: 11975		1,550.00				
===== TOTALS: GROSS:			1,550.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,550.00	=====
01-1664	PROGRAM ONE PROFESSIONAL B												
	INV 8912		1/26/10	1/26/10		N	WINDOW CLEANING:01/26/10		150.00				
	DISB		1/31/10				PO:		150.00				
===== TOTALS: GROSS:			150.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	150.00	=====
01-1636	R CARLSON AND SONS												
	INV 10		12/30/09	12/30/09		N	PSD-6A/08-FINAL		122,740.30				
	DISB		1/31/10				PO:		122,740.30				
===== TOTALS: GROSS:			122,740.30	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	122,740.30	=====
01-1408	S. LOUIS RATHJE												
	INV 201001202482		1/15/10	1/15/10		Y	SERVICES AS COMMISSIONER		300.00				
	DISB		1/20/10				PO:		300.00				
===== TOTALS: GROSS:			300.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	300.00	=====
01-1679	REED & ASSOCIATES LTD.												
	CM 2700		11/05/09	11/05/09		N	TECH WRITING CONSULTING SVC		325.00CR				
	IL		11/05/09				PO:		325.00CR				
===== TOTALS: GROSS:			325.00-	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	325.00-	=====

***** *WARNING* - CREDIT MEMOS EXCEED INVOICES *****

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01-1714			ROBERT HALF INTERNATIONAL								
	INV	30506878	1/11/10	1/11/10		N	ACCTG SERVICES: WK END 1/8/10	5,960.00			
	DISB		1/18/10				PO:	5,960.00			
	INV	30543582	1/18/10	1/18/10		N	ACCTG SERVICES:WK END 1/15/10	5,240.00			
	DISB		1/22/10				PO:	5,240.00			
	INV	30577734	1/25/10	1/25/10		N	ACCOUNTING SVC:WK END 01-22-10	5,400.00			
	DISB		1/31/10				PO:	5,400.00			
	INV	30613841	2/01/10	2/01/10		N	ACCTG SVCS:WK ENDING 01/29/10	4,360.00			
	DISB		1/31/10				PO:	4,360.00			
***** TOTALS: GROSS:			20,960.00	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 20,960.00	*****	
01-1044			ROYAL GRAPHICS PRINTERS								
	INV	73555	1/21/10	2/20/10		N	OFFICE SUPPLIES	206.58			
	DISB		1/27/10				PO: 12011	206.58			
***** TOTALS: GROSS:			206.58	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 206.58	*****	
01-1312			SECURITY IMAGING CORPORATI								
	INV	30921	1/14/10	2/28/10		N	OFFICE SUPPLIES	161.22			
	DISB		1/27/10				PO: 11982	161.22			
***** TOTALS: GROSS:			161.22	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 161.22	*****	
01-1041			SEECO CONSULTANTS, INC.								
	INV	551	1/21/10	3/07/10		N	MATERIAL TESTING:PSC4/PSD-7	13,790.60			
	DISB		1/31/10				PO:	13,790.60			
***** TOTALS: GROSS:			13,790.60	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 13,790.60	*****	
01-1715			SIRICH								
	INV	110805	1/26/10	1/26/10		Y	ACCTG SERVICES:12/15-12/31/09	2,592.50			
	DISB		1/31/10				PO:	2,592.50			
***** TOTALS: GROSS:			2,592.50	PAYMENTS:		0.00	DISCS: 0.00	ADJS: 0.00	BAL: 2,592.50	*****	
01-1043			SOOPER LUBE								
	INV	167765	12/03/09	12/03/09		N	VEHICLE REPAIR:M134705	92.99			

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VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-			
		BANK	POST DT	DISC DT	CHECK#				BALANCE				
01-1043	SCOOPER LUBE		** CONTINUED **										
	DISB		1/31/10				PO: 11989		92.99				
	INV 169425		1/05/10	1/05/10		N	VEHICLE MAINTENANCE:M175659		44.40				
	DISB		1/11/10				PO: 11910		44.40				
	INV 170300		1/21/10	1/21/10		N	VEHICLE MAINTENANCE:M169815		39.45				
	DISB		1/22/10				PO: 11910		39.45				
	INV 170724		1/29/10	1/29/10		N	VEHICLE MAINTENANCE:M153835		61.44				
	DISB		1/31/10				PO:		61.44				
***** TOTALS: GROSS:			238.28	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	238.28	*****
01-1040	SPECIALTY MAT SERVICE												
	INV 524388		1/14/10	2/10/10		N	MAT SERVICES:01/14/10		55.40				
	DISB		1/20/10				PO:		55.40				
	INV 525956		1/28/10	2/10/10		N	MAT SERVICES:01/28/10		55.40				
	DISB		1/31/10				PO:		55.40				
***** TOTALS: GROSS:			110.80	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	110.80	*****
01-1268	SUBURBAN DOOR CHECK & LOCK												
	INV 393586		1/12/10	1/22/10		N	MAINTENANCE SUPPLIES		262.60				
	DISB		1/27/10				PO: 11998		262.60				
***** TOTALS: GROSS:			262.60	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	262.60	*****
01-1253	RICHARD THORN												
	INV 201001202478		1/15/10	1/15/10		Y	SERVICES AS TREASURER		500.00				
	DISB		1/20/10				PO:		500.00				
***** TOTALS: GROSS:			500.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	500.00	*****
01-1125	TOTAL FIRE & SAFETY, INC.												
	INV 3906		1/13/10	1/28/10		N	FIRE EXTINGUISHER INSPECTION		1,103.00				
	DISB		1/31/10				PO: 12010		1,103.00				
***** TOTALS: GROSS:			1,103.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,103.00	*****
01-1080	TYLER TECHNOLOGIES												
	INV 86983		1/21/10	1/21/10		N	ANNUAL SOFTWARE MAINT		502.00				

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

BALANCE AS OF: 1/31/2010

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
	BANK		POST DT	DISC DT	CHECK#					BALANCE			
01-1080	TYLER TECHNOLOGIES		** CONTINUED **										
	DISB		1/31/10					PO:		502.00			
===== TOTALS:			GROSS:	502.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	502.00	=====
01-1129	UNIQUE PRODUCTS & SERVICE												
	CM	198516	1/29/10	1/29/10			N	MAINTENANCE SUPPLIES		180.32CR			
	DISB		1/31/10					PO: 11960		180.32CR			
	CM	198517	1/29/10	1/29/10			N	MAINTENANCE SUPPLIES		28.00CR			
	DISB		1/31/10					PO: 11960		28.00CR			
	INV	197036	12/30/09	1/29/10			N	MAINTENANCE SUPPLIES		1,421.00			
	DISB		1/31/10					PO: 11960		1,421.00			
	INV	197045	12/23/09	1/22/10			N	MAINTENANCE SUPPLIES		760.00			
	DISB		1/31/10					PO: 11960		760.00			
===== TOTALS:			GROSS:	1,972.68	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,972.68	=====
01-1062	WASTE MANAGEMENT												
	INV	2143719-2008-0	1/01/10	1/11/10			N	REFUSE DISPOSAL		438.75			
	DISB		1/11/10					PO:		438.75			
===== TOTALS:			GROSS:	438.75	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	438.75	=====
01-1620	WILLIAM WEGNER												
	INV	201002042504	12/23/09	12/23/09			N	TUITION REIM:WILLIAM WEGNER		1,274.95			
	DISB		1/31/10					PO:		1,274.95			
===== TOTALS:			GROSS:	1,274.95	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,274.95	=====
01-1010	WEST												
	INV	819743270	1/01/10	1/01/10			N	WESTLAW:Dec 09		403.83			
	DISB		1/18/10					PO:		403.83			
===== TOTALS:			GROSS:	403.83	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	403.83	=====
01-1627	WILLIAMS BROTHERS CONSTRUC												
	INV	12	12/31/09	12/31/09			N	FSD-7/08-PARTIAL PAYMENT # 12		722,487.89			
	DISB		1/31/10					PO:		722,487.89			
	INV	13	1/21/10	1/21/10			N	FSD-7/08-PARTIAL PAYMENT # 13		375,022.83			

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

BALANCE AS OF: 1/31/2010

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-	
	BANK		POST DT	DISC DT	CHECK#				BALANCE		

01-1627		WILLIAMS BROTHERS CONSTRUC** CONTINUED **									
	DISB		1/31/10			PO:			375,022.83		
=====											
TOTALS:		GROSS:	1,097,510.72	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL: 1,097,510.72	=====
01-1256		DONALD G. ZEILENGA									
	INV	201001202479	1/15/10	1/15/10		Y	SERVICES AS COMMISSIONER		300.00		
	DISB		1/20/10			PO:			300.00		
=====											
TOTALS:		GROSS:	300.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL: 300.00	=====

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

BALANCE AS OF: 1/31/2010

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	11,413,996.37	0.00	11,413,996.37
** TOTALS **	11,413,996.37	0.00	11,413,996.37

DUPAGE WATER COMMISSION
ITEMS PAID IN JANUARY 2010

5,000.00 AJ GALLAGHER
Insurance

2,229.29 Federal Express

75.72 Dept of Employment Securities
Payroll taxes

7,305.01

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 03-11-10**

180,000.00 Exelon Energy for February
Utility Charges

11,000.00 ComEd
Utility Charges Meter Stations

48,000.00 City of Chicago
DWC Portion of Lexington Labor

105,000.00 City of Chicago
DWC Portion of Lexington Electric

15,000.00 City of Chicago
DWC Portion of Lexington Repairs & Maint

1,200.00 City of Naperville
Meter Station Electric Bills

100.00 Comcast
Internet Service

2,000.00 AT & T
Telephone Charges

2,100.00 Nextel
Cell Phone Charges

1,200.00 Federal Express

11,000.00 Aecom

1,500.00 En Engineering

378,100.00

DuPAGE WATER COMMISSION

ORDINANCE NO. O-x-10

AN ORDINANCE INCREASING FIXED COSTS TO
BE PAYABLE BY EACH CONTRACT CUSTOMER
FOR THE MONTHLY BILLING PERIODS COMMENCING
Xxxxxx 1, 2010 AND ENDING APRIL 30, 2010

WHEREAS, pursuant to Section 11-135-5 of the Illinois Municipal Code, 65 ILCS 5/11-135-5, the Commission is required to establish, by ordinance, rates and charges for water which are sufficient at all times to pay, among other things, Fixed Costs; and

WHEREAS, pursuant to that certain Water Purchase and Sale Contract dated as of June 11, 1986, by and between the Commission and its Charter Customers (the [Charter Customer Contract]), Fixed Costs payable by the Charter Customers in each Fiscal Year are determined and assessed by the Commission proportionately in accordance with the provisions of Subsection 6(b) of the Charter Customer Contract; and

WHEREAS, the Commission desires to increase the Fixed Costs to be payable by Contract Customers, in the aggregate, for the monthly billing periods commencing Xxxxxx 1, 2010 and ending April 30, 2010 (the [Covered Monthly Billing Periods]), which increased Fixed Costs for the Covered Monthly Billing Periods shall be in a stated total aggregate dollar amount of \$X,XXX,XXX, and which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2007, and December 31, 2008; and

WHEREAS, after full review and consideration, the Commission has determined that it is reasonable, necessary, and sufficient for the Commission to approve and adopt the stated total aggregate dollar amount of \$X,XXX,XXX as and for the amount of Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Monthly Billing Periods;

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

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

SECTION TWO: Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: The Fixed Costs to be payable by Contract Customers, in the aggregate, for the Covered Monthly Billing Periods shall be and they hereby are established in the total aggregate dollar amount of \$X,XXX,XXX, which amount is generally allocated among Contract Customers based upon each Contract Customer's proportionate share of such Fixed Costs that such Contract Customer's Full Water Requirements or Minimum Take or Pay Requirements, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers for the period between January 1, 2007, and December 31, 2008, and Ordinance No. O-6-09 shall be and hereby is amended accordingly. Each Contract Customer's proportionate share of Fixed Costs established pursuant to this Ordinance for the Covered Monthly Billing Periods shall be in addition to, and not in lieu of or as a credit against, any and all other costs, fees, or charges imposed by the Charter Customer or applicable Subsequent Contract.

SECTION FOUR: The Fixed Costs established pursuant to this Ordinance for the Covered Monthly Billing Periods shall be subject to change by amendatory ordinance approved in the same manner as this Ordinance.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this [] day of [], 2010.

[]

Chairman

ATTEST:

[]

Clerk

Xxxxxx xx, 2010

«Title» «FirstName» «LastName»
«JobTitle»
«Company»
«Address1»
«Address2»
«City» «State» «PostalCode»

Subject: DuPage Water Commission
Charter Customer Hearing
Operation & Maintenance Costs Rate Increase

Dear «Title» «LastName»:

This is to notify you that the DuPage Water Commission will be holding a hearing for its Charter Customers on an Ordinance Increasing the Rate for Operation and Maintenance Costs for the Monthly Billing Periods Commencing Xxxxxx 1, 2010 and Ending April 30, 2010. The hearing will be held at the Commission's offices located at 600 East Butterfield Road, Elmhurst, Illinois, on Thursday, Xxxxx xx, 2010, at 7:30 P.M. Under the Ordinance, the increased Operation and Maintenance Costs rate for the covered monthly billing periods will not exceed \$X.xx per 1,000 gallons of water. Notice of this hearing is given to you in accordance with Section 7(L) of the Water Purchase and Sales Contract. If you have any questions, please feel free to contact me.

Very truly yours,

Robert L. Martin, P.E.
General Manager
/vb

cc: «CC1MGR»
«CC2Other»

chicagotribune.com

Conservation needed to prevent drain on water reserves

Report warns that regional population growth could leave supply tapped out

By Jeff Long, Tribune reporter

February 2, 2010

Is your water too cheap? Maybe if it were more expensive, you'd do more to conserve.

That's one suggestion in a new report that for first time takes a comprehensive look at water use in the 11 counties of northeastern Illinois and urges aggressive conservation to make sure there is enough to go around in coming decades.

It predicts that demand, now at 1.6 billion gallons per day, will grow more than 25 percent by 2050. The region has a population of about 8.7 million, which the report says is expected to expand nearly 39 percent in 40 years.

"Over the last several years, there's been a growing awareness that just because you turn on the faucet, it doesn't mean water's going to come out," said Bonnie Thomson Carter, a Lake County Board member who chaired the Regional Water Supply Planning Group.

The group's report warns not to count on the seemingly bountiful source of Lake Michigan water, because that's nearly all accounted for under rules decreed by the U.S. Supreme Court.

Experts can't gauge how much water lurks beneath the ground in deep and shallow aquifers, or how quickly it replenishes. So the report can't say if those supplies will ever run dry from overuse.

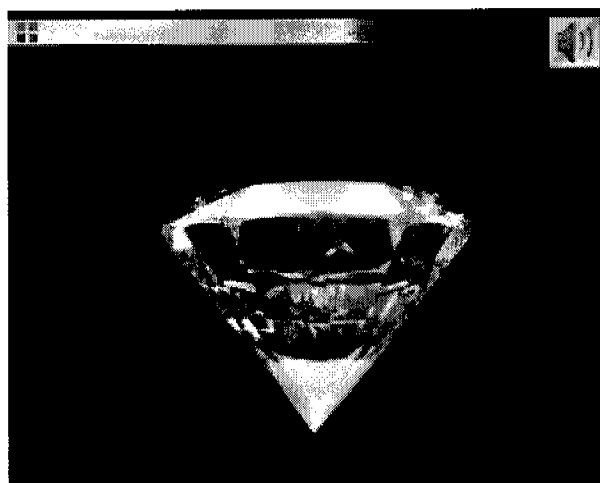
Some areas that depend on groundwater already have to conserve during dry spells with steps such as forbidding lawn watering on certain days.

The report encourages steps like rainwater harvesting, the use of high-efficiency toilets and washing machines and reusing for irrigation "gray" water that has been through the shower or sink.

It also calls for collaboration among communities to protect shared sources, such as river basins and underground aquifers.

It notes that the average water and sewage bill in Illinois is about \$35.50 per month, while the national average is \$39.67. The report encourages water utilities to evaluate whether the price they charge really reflects the value of water.

"Water pricing is increasingly becoming a tool for managing demand, with certain pricing options carrying more of an incentive for consumers to use water efficiently," the report says.



Studies have shown that in Illinois, increasing the cost of water by 10 percent decreases demand by 1.5 percent, according to the report.

It warns that strict regulations safeguard water from Lake Michigan — which already supplies 77 percent of the region's demand. Although several communities in western Lake County are asking to tap into the lake, the report notes that Illinois is nearing the limit that a Supreme Court decree set in 1967 for lake withdrawals.

So conservation is increasingly important for communities that rely on groundwater, or the Fox and Kankakee rivers, according to the report.

"We've got to become more efficient," said Tim Loftus, program manager at the Chicago Metropolitan Agency for Planning, which coordinated the study.

The report looks at water use in Boone, Cook, DeKalb, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, McHenry and Will counties.

About 9 to 10 percent of the region's water comes from deep bedrock aquifers, according to the report. Another 9 to 10 percent of residents use shallow aquifers, and 4 to 5 percent get their water from the Fox and Kankakee rivers.

The report estimates that Cook County's population will grow about 19 percent by 2050, and the demand for water by about 14 percent.

Loftus noted that outlying counties, with the most room to grow, are predicted to see demand increase the most. Kendall County, for example, is expected to see a demand grow by more than 160 percent by 2050, according to the report; Grundy County by about 97 percent; and Will County by nearly 82 percent.

Josh Ellis, a program associate at the Metropolitan Planning Council in Chicago, applauded the new report and its call for conservation. He echoed that outlying counties must be cautious about water use.

He said suggestions in the report about using "gray" water for uses such as irrigation or washing cars will go a long way.

"The problem is not always conservation," he said. "Sometimes it's the water you're using. There's no reason to wash your car with treated drinking water."

jjlong@tribune.com

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chicagotribune.com

Saving water a tough sell in a city by the lake

Small steps can keep homeowners from being all wet

By Robert Channick, Special to the Tribune

February 3, 2010

While Cook County's demand for water is expected to rise more slowly than in the collar counties, Chicago and its environs account for nearly two-thirds of the region's consumption, making its conservation efforts crucial.

In recent years, the city has instituted a number of programs aimed at curtailing use that dovetail with a new report that looks at future water needs in northeast Illinois.

"We are fully in support of what they're saying and regardless of proportionality, are taking a really aggressive stance on it," said Suzanne Malec-McKenna, commissioner of the city's Department of Environment.



The water agenda includes everything from installing low-flow fixtures and waterless urinals at City Hall to repairing hundreds of miles of aging mains each year, which is expected to save 40 million gallons per day by 2016, officials said.

Another key effort is the move to add water meters to single-family homes, the majority of which pay for use through an archaic and arcane formula. The voluntary program known as MeterSave is expected to conserve 30 million gallons of water per day upon completion.

Getting gritty urbanites on the shore of a seemingly endless source of water to change their ways and buy into conservation is probably the greatest challenge, said Malec-McKenna. To help that process, her department launched the Chicago Conservation Corps, a four-week training program aimed at developing grass-roots environmental leaders.

A recent graduate of the program, Emma Smith, 24, held a neighborhood workshop in mid-January at the Sulzer Regional Library in Lincoln Square, focusing on everyday water conservation techniques.

"It is really all these small, small common sense steps, like turning off your water when you're brushing your teeth, or switching to a more efficient shower head, that can save hundreds of gallons of water a month," said Smith, an office coordinator at Northwestern University.

Smith, who rents part of a three-flat in North Center, has implemented a number of measures in her own apartment, including a new high-efficiency toilet and a low-flow shower head, and plans to install a rain barrel this spring to use for watering her garden.

Her message hit home with some 25 people who attended the workshop, including Michael Ashkenasi, 27, an

urban planning graduate student who owns a three-flat in the North Center neighborhood.

"It really seems like more regular people are becoming aware of conservation as a necessary thing for Chicagoans," Ashkenasi said.

Among the water-saving techniques he has put into action was a tip from one of Smith's guest speakers, a plumber.

"It's kind of embarrassing but now when I take a shower, I take a big bucket with me, and then that becomes my water for my indoor plants in the winter," Ashkenasi said.

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Suburbs take action before wells run dry

By Gerry Smith
TRIBUNE REPORTER

One morning in April 1994, Barbara Wojnicki discovered her toilet wouldn't flush. She tried the kitchen faucet, but it gurgled, dripped, then stopped. When her son tried to take a shower, nothing came out there, either.

Minutes later, several neighbors in her Campton Township subdivision began frantically calling, asking her, "Hey, do you have water?" "Of course, people panicked," Wojnicki said.

Water levels in 22 wells in the Wideview subdivision had dropped so low that pipes could no longer reach them.

Well drillers had to lower pipes so residents could resume activities they once took for granted.

The incident was a wake-up call for the fast-growing semirural community about 40 miles west of Chicago and led to the creation of a cutting-edge computer model that allows officials to determine the impact of future development on the aquifers.

It was also a precursor to the growing regional water concerns that exist today. Last week, a task force approved a plan to ensure the future availability of clean water in northeastern Illinois for decades to come.

The group warned that as the region's population grows — particularly in the collar counties — communities must improve their water conservation and management. If not, demand for water could increase as much as 64 percent by 2050, "creating potentially serious shortages," according to a report commissioned by the Chicago Metropolitan Agency for Planning.

The new regional water plan emphasizes conservation, pricing and the recycling of water used for waste, dish washing, laundry



In 1994, Barbara Wojnicki's neighborhood temporarily lost access to its water supply. MIKE BURLEY/PHOTO FOR THE TRIBUNE

and bathing. Many far west suburbs already have taken action to ensure their wells won't go dry. Last September, Kane County received a report showing declining water levels in its deep and shallow aquifers and declining flows in streams in the future, according to Paul Schuch, Kane County director of water resources. In response, the county is looking

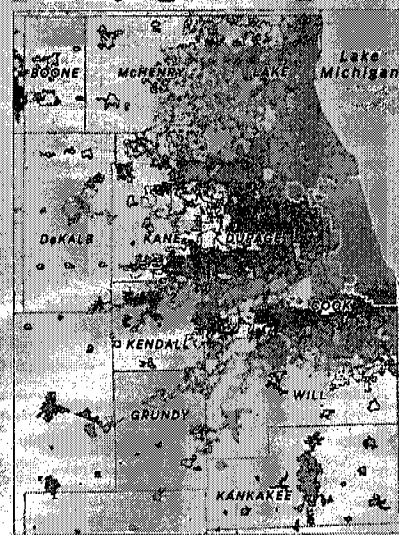
Please turn to Page 4

Region's demand for water projected to rise

By 2050, the Chicago area's demand for public water could increase by 35 percent, according to reports by the Chicago Metropolitan Agency for Planning. Here is a look at water use in the region.

Source of public water supply in 11-county area

■ Lake Michigan □ Groundwater ■ Local rivers

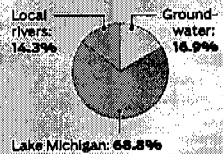


Water withdrawals by county

2005 data, in millions of gallons per day, excluding water for "once-through" power plants

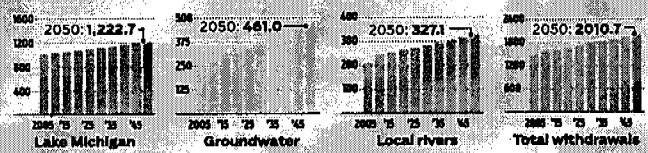
Cook	150.8
Will	101.2
DuPage	91.3
Lake	52.5
Kane	38.6
McHenry	33.6
Kankakee	13.8
DeKalb	9.5
Kendall	9.2
Grundy	7.2
Boone	7.2

Breakdown by water source



Annual public water demand scenarios for 11-county area

Potential demand, in millions of gallons per day, excluding water for "once-through" power plants



SOURCES: Benedykt Dzielinski and F.J. Chowdhury, Southern Illinois University Carbondale, Chicago Metropolitan Agency for Planning, ES&P

TRIBUNE



In a Clarendon Hills cemetery, Sharon Weber visits the grave of her husband, Jerry, with sons Erik, 3 months, and David, 2, nine weeks after the 1992 slaying. CHUCK BERMAN/TRIBUNE FILE PHOTO

Trial has echoes of Dugan case

By Art Barnum
TRIBUNE REPORTER

The case sounds eerily familiar. An Aurora man already serving two life sentences for murder faces the possibility of a death sentence in a third.

But this time the defendant is not Brian Dugan, recently sent to death row for killing Jeanine Nicarico, but Edward Tenney, his former county jail pod mate. And while Dugan avoided trial by pleading guilty to the Nicarico crime, Tenney, 50, is preparing to let a jury decide if he killed Jerry Weber, a 24-year-old father of two young boys, on April 17, 1992.



Edward Tenney in an Illinois Department of Corrections photo.

The status of other capital cases in DuPage County, page 4

Jury selection is ongoing and could be completed by the end of this week.

Prosecutors say Tenney was walking along a road looking for aluminum cans when he came upon Weber, who had pulled his van off the side of a road near an abandoned grain elevator to search for flagstones for the family's backyard rock garden. Tenney is accused of firing four shots into the back of Weber's head and taking his wallet and \$6 in cash.

Sharon Weber found her husband's body near Sheffer and Vaughn roads in rural DuPage County, an intersection that no longer exists because of the development of the Stonebridge sub-

Please turn to Page 4

CHICAGOLAND EXTRA

Plan to conserve our liquid assets

Continued from Page 1

the shower or sink. It also calls for collaboration among communities to protect shared sources, such as river basins and underground aquifers.

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"The problem is not always conservation," he said. "Sometimes it's the water you're using. There's no reason to wash your car with treated drinking water."

jlong@tribune.com



Suburban communities increasingly must evaluate the effects that new subdivisions will have on the water supply, experts said. Housing is set to surge as population booms in the collar counties by mid-century. ZIGMUN SZDAR/TRIBUNE PHOTO 2007

Water runs deep — but it can also run out

Continued from Page 1

at ways to better communicate with individual towns about water management, including possible formal agreements because "adjacent municipalities may begin competing for the same water supply," he said.

In Kane County, where the population is projected to nearly double to 928,000 by 2050, "there's more competition for the water in the aquifers and consequently not enough water to go around," Schuch said.

Some officials are looking for alternative supplies. In Kendall County, the Fox

Deals may be needed between towns because "adjacent municipalities may begin competing for the same water supply."

—Paul Schuch, director of water resources for Kane County, which is expected to nearly double to 928,000 by 2050

River is seen as a potential supplement to deep bedrock aquifers, said Jerry Dudgeon, director of the Kendall County Department of Planning, Building and Zoning.

Meanwhile, individual towns have taken measures to promote water conservation. Oswego has instituted ordinances that restrict

when lawns can be watered in summer and prohibit the laying of sod in June, July and August.

Still, with Kendall County's population projected to more than triple to 280,000 by 2050, residents may have to drill deeper into aquifers as water levels decline, said Dudgeon, who

was a member of the task force. But as wells are drilled deeper, energy costs rise, as do mineral concentration and water salinity, he said.

Campton Township officials have a computer modeling system created with the help of the U.S. Geological Survey that can project how much water would be withdrawn and recharged from an aquifer if a parcel of land is developed.

"We want to develop so our resources can support us, but no further," said Campton Township Supervisor John Kuper.

gsmith@tribune.com

LAKE COUNTY



Cindy Adams has used water-saving devices including this rain barrel outside her Lake Villa home to conserve water. ANDREW A. NELLES/PHOTO FOR THE TRIBUNE

Forest preserve runs toilets on rainwater

By Jeff Long
TRIBUNE REPORTER

Toilets at Ryerson Woods in Deerfield soon will be flushed with rainwater.

It's not some quaint throwback to a simpler time, but a look ahead as the region's population swells, and a precious resource—water—becomes increasingly scarce.

The welcome center at Ryerson, a Lake County Forest Preserve, opened in 2006. Officials needed special permission from the state to use rainwater and melting snow collected from the roof to flush the toilets, said Nan Buckardt, director of environmental education at the preserve.

They didn't get it until late last year, but already had put the plumbing in place. Ryerson will be hooking up the toilets to the

rainwater in the next few months.

Buckardt hopes it will become a model for other water conservation efforts. Proposed state legislation would make it easier for others to follow suit, because plumbing regulations in Illinois do not now allow such systems.

The Ryerson water supply collected in a 60,000-gallon tank in the welcome center's basement, also can be used to fight a fire.

"Everything we did in this building is something people could do in their own home," said Jill Stites, an environmental education specialist with the forest preserve.

The effort comes as a new report calls for aggressive conservation to ensure that the

Please turn to Page 4

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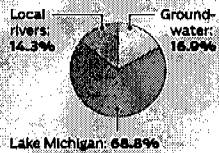


Water withdrawals by county

2005 data, in millions of gallons per day, excluding water for "once-through" power plants

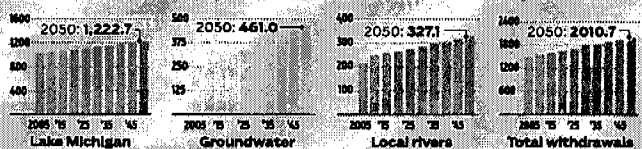
Cook	150.3
Will	101.2
DuPage	91.3
Kane	52.8
McHenry	34.8
Kankakee	33.6
DeKalb	13.8
Kendall	9.5
Grundy	9.2
Boone	7.2

Breakdown by water source



Annual public water demand scenarios for 11-county area

Potential demand, in millions of gallons per day, excluding water for "once-through" power plants



SOURCES: Benedikt Dörschner and Fu Chowdhury, Southern Illinois University Carbondale, Chicago Metropolitan Agency for Planning, ESRI

TRIBUNE

Haiti group forged by disaster, fortified by generosity



Max Gustave Joseph and Anne Bernadel Foughe of the Haitian Congress to Fortify Haiti organize relief supplies. LARS CHRISTENSEN/TRIBUNE PHOTO

Formed after 2005 hurricane, Evanston-based Haitian Congress again rushes help to homeland

By Brian Cox
SPECIAL TO THE TRIBUNE

At the Haitian Congress to Fortify Haiti in Evanston, volunteers are trying to keep their hopes as high as the piles of canned goods, blankets and hand-washing lotion being collected for friends, relatives and countrymen who survived Jan. 12's devastating earthquake.

"It's very painful not to be able to go there and help," said Aline Lauture, the organization's executive director. "Our focus is on doing

everything we can to send relief in our place."

The nonprofit organization of Haitian immigrants and those of Haitian descent was formed in the aftermath of the 2006 hurricane in Haiti to help develop schools, businesses and culture there. The death and destruction wrought by that event were widespread, but nothing compared with the earthquake, whose estimated death toll could top 250,000 and which has given the Evanston group's mission even more urgency.

Lauture's tired expression speaks of the long, hectic, heart-wrenching days and nights she and others have spent trying to organize relief efforts to help the tens of thousands of people injured and the estimated 1 million people left homeless.

At her computer in the Haitian Congress' Dodge Avenue storefront, Lauture points to a recent photo of a smiling young couple.

"He is dead and she is dead," she said, pointing to the image of her friends. She also said her cousin was killed.

Another couple who had moved

Please turn to Page 4



Jill Stites opens the Ryerson Woods Nature Preserve cistern that holds rainwater for fire suppression and, with state permission, toilet flushing. CHRIS WALKER/TRIBUNE PHOTO

Water savings fall from sky

Continued from Page 1

Ill-county northwest Illinois region's increasing water demand can be met in coming decades.

Some in the north suburbs — from a day care operator in Lake Villa, to a volunteer with the "green ministry" at a Libertyville church — already have taken that philosophy to heart.

Cindy Adams operates a day care center out of her home in Lake Villa, where residents are on a water supply pumped from the ground. Although her village is applying to get Lake Michigan water, she knows that's no sure bet and wants to do her part to conserve.

Last spring, she began collecting water in rain barrels around her home. She also uses a

special shower head and has her toilet tank adjusted to use less water when she flushes.

In previous summers, she saw water bills of \$325 to \$400. Last summer, it was about \$175. But cost isn't her only motivation.

"I'm trying to do my little part to conserve," she said. "And think green."

Tom Simpson of Libertyville recently got his church, St. Lawrence Episcopal, into the act by helping set up two rain barrels to collect water to irrigate plants around the grounds.

"We thought it was an important demonstration for the congregation," Simpson said.

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Plan to conserve our liquid assets

Continued from Page 1

the shower or sink.

It also calls for collaboration among communities to protect shared sources, such as river basins and underground aquifers.

It notes that the average water and sewage bill in Illinois is about \$35.50 per month, while the national average is \$39.67. The report encourages water utilities to evaluate whether the price they charge really reflects the value of water.

"Water pricing is increasingly becoming a tool for managing demand, with certain pricing options carrying more of an incentive for consumers to use water efficiently," the report says.

Studies have shown that in Illinois, increasing the cost of water by 10 percent decreases demand by 1.5 percent, according to the report.

It warns that strict regulations safeguard water from Lake Michigan — which already supplies 77 percent of the region's demand. Although several communities in western Lake County are asking to tap into the lake, the report notes that Illinois is nearing the limit that a Supreme Court decree set in 1957 for lake withdrawals.

So conservation is increasingly important for communities that rely on groundwater, or the Fox and Kankakee rivers, according to the report.

"We've got to become more efficient," said Tim Loftus, program manager at the Chicago Metropolitan Agency for Planning, which coordinated the study.

The report looks at water use in Boone, Cook, DeKalb, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, McHenry and Will counties.

About 9 to 10 percent of the region's water comes from deep bedrock aquifers, according to the report. Another 9 to 10 percent of residents use shallow aquifers, and 4 to 5 percent get their water from the Fox and Kankakee rivers.

The report estimates that Cook County's population will grow about 19 percent by 2050, and the demand for water by about 14 percent.

Loftus noted that outlying counties, with the most room to grow, are predicted to see demand increase the most. Kendall County, for example, is expected to see a demand grow by more than 160 percent by 2050, according to the report; Grundy County by about 97 percent; and Will County by nearly 82 percent.

Josh Ellis, a program associate at the Metropolitan Planning Council in Chicago, applauded the new report and its call for conservation. He echoed that outlying counties must be cautious about water use.

He said suggestions in the report about using "gray" water for uses such as irrigation or washing cars will go a long way.

"The problem is not always conservation," he said. "Sometimes it's the water you're using. There's no reason to wash your car with treated drinking water."

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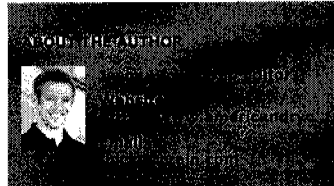
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Illinois Task Force Urges Water Conservation for Chicago Area

Jason Hicks, Web Editor, American Drycleaner
Published 02/02/2010 - 9:43 a.m. CT

CHICAGO — The Regional Water Supply Planning Group, a task force funded by the Illinois Department of Natural Resources to study the Chicago area's long-term water needs, has issued hundreds of recommendations for businesses and residents to start conserving water to prevent future shortages.



The task force issued a report last week directed at state, regional, county, municipal and other public agencies urging the implementation of high-efficiency washing machines, increased metering of water use, and greater recycling of water to meet the demands of the growing population.

"Based on the data, it is clear that continued rapid population growth and economic activity will put a strain on the region's current supply, and significant shortages could result without coordinated action to implement this new water plan," the group's chairwoman, Bonnie Thomson Carter, a Lake County Board member and president of the Lake County Forest Preserve, said in a statement.

Access to Lake Michigan water is restricted by a 1967 U.S. Supreme Court decree, and as the population grows, wells will have to be dug deeper and underground water will need more treatment to be drinkable, the task force says.

The Chicago Metropolitan Agency for Planning (CMAP), which coordinated the effort, is making water use a key factor in its regional long-range infrastructure plan and organizing a "Metropolitan

Chicago Water-Supply Summit" in March to start implementation of the water-conservation plan.

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