



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
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NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED JUNE 2010 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 7:00 P.M. ON THURSDAY, JUNE 10, 2010, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE RESCHEDULED JUNE 2010 REGULAR MEETING IS AS FOLLOWS:

REVISED AGENDA

DUPAGE WATER COMMISSION
THURSDAY, JUNE 10, 2010
7:00 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 May 13, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the May 13, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. Executive Session of May 13, 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the Executive Session of the May 13, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Report – May 2010
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the May 2010 Treasurer's Report (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.

VI. Committee Reports

A. Administration Committee

- Meeting Cancelled

B. Engineering & Construction Committee

- Meeting Cancelled

C. Finance Committee

- Meeting Cancelled

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Ordinance No. O-9-10: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County

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

B. Resolution No. R-25-10: A Resolution Amending a Contract for Soils and Materials Testing Services

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

C. Resolution No. R-28-10: A Resolution Approving and Authorizing the Execution of a Master Services Agreement with Elijah Ltd. for Computer Forensics, E-Discovery, and Litigation Support Services

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

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

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

A. Resolution No. R-26-10: A Resolution Approving and Accepting the Proposals of Sikich LLP for Audit 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-27-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the June 10, 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

A. Recommendations From Ad Hoc Committee

B. Job Description and Selection Process for Financial Administrator and General Manager

(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-20-10: A Resolution Establishing the Policy of DuPage Water Commission with Respect to a Target Fund Balance in the Water Fund for Emergency Repairs and Other Contingencies

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

RECOMMENDED MOTION: To adopt Resolution No. R-20-10: A Resolution Establishing the Policy of DuPage Water Commission with Respect to a Target Fund Balance in the Water Fund for Emergency Repairs and Other Contingencies with a stated target fund balance of \$XX,000,000 (Roll Call).

D. Purchasing Policy

XI. New Business

A. Continuing Disclosure Material Event Notices

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

RECOMMENDED MOTION: To direct staff to file the Continuing Disclosure Material Event Notices as presented (Roll Call).

B. Additional Compensation for Public Sector Group Inc.

(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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$5,615,954.67, 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 \$633,600.00, 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, MAY 13, 2010
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 7:11 P.M.

Commissioners in attendance: E. Chaplin, T. Elliott (as of 7:20 P.M.), R. Furstenau (via teleconference), L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Commissioners Absent: T. Bennington

Also in attendance: T. McGhee, R. Skiba, M. Crowley (as of 7:20 P.M.), C. Johnson, J. Nesbitt, R. C. Bostick, J. Schori, E. Kazmierczak, F. Frelka, T. McGree (Chapman and Cutler) and P. Peloquin (Public Sector Group)

Former Commissioner Poole was presented with a plaque for his many years of service and dedication and gave a brief speech thanking the Board members, as well as staff, for all that the Commission has accomplished.

Commissioner Elliott and Staff Attorney Crowley arrived at the meeting at 7:20 P.M.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Zay moved to approve of the Minutes of the First Executive Session of the March 11, 2010 Regular Meeting, the Minutes of the Second Executive Session of the March 11, 2010 Regular Meeting, the Minutes of the Executive Session of the March 25, 2010 Special Meeting, the Minutes of the Executive Session of the April 8, 2010 Special Meeting, and the Minutes of the Executive Session of the April 15, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Murphy and approved by a Voice Vote.

All voted aye except Commissioners Furstenau, Maio, and Saverino abstained. Motion carried.

Commissioner Zay moved to approve the Minutes of the April 8, 2010 Special Meeting of the DuPage Water Commission. Seconded by Commissioner Mathews and approved by a Voice Vote.

All voted aye except Commissioners Furstenau, Maio, and Saverino abstained. Motion carried.

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Commissioner Zay moved to approve the Minutes of the April 15, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Furstenau and approved by a Voice Vote.

All voted aye except Commissioners Hartwig, Maio and Saverino abstained. Motion carried.

TREASURER'S REPORT

Treasurer/Commissioner Zeilenga highlighted in detail various elements of the April 2010 Treasurer's Report, noting that beginning with the April report, the monthly Treasurer's Report consists of three pages, including the most recently added page, entitled "Monthly Net Operating Cash Flow," instead of the original single-page report. With respect to the most recently added page, Commissioner Zeilenga highlighted the Commission's positive cash flow even without the additional revenue that the Commission will begin receiving once the 21% water rate increase takes effect on May 1, 2010.

Treasurer/Commissioner Zeilenga then explained that by approving a second short-term Certificate of Debt in the amount of \$40MM, the Commission will be taking the final step in addressing the \$70MM financial hole that the Commission unexpectedly discovered in the fall which step, because of the manner in which the Commission must use the proceeds from the Certificate of Debt, will restore the Commission to financial normalcy in a matter of months.

Treasurer/Commissioner Zeilenga then expressed his concerns with the media attacks on the Commission, which alleged or, at least, implied that the \$70MM shortfall was caused by the Commission's frivolous spending or worse, when, in fact, the shortfall was caused by two things (1) a \$40MM rebate issued to customers in 2007 and (2) critical infrastructure construction projects in the amount of \$40MM to \$50MM, all of which benefitted the Commission's customers and their respective communities. Treasurer/Commissioner Zeilenga added that when the Board was first informed of the shortfall, immediate steps were taken to address the issue such as approving an initial short-term Certificate of Debt in the amount of \$30MM while at the same time conducting an in-depth and independent forensic audit to find out exactly how and when the shortfall came into existence. Treasurer/Commissioner Zeilenga went on to note that once the independent forensic audit was completed, finding no evidence of missing or lost funds, the Commission addressed the management concerns raised by the forensic auditors, and also raised rates by 21%. Treasurer/Commissioner Zeilenga further remarked that, all in all, the Commission acted aggressively in the last six months to rectify the situation it found itself in, even while noting the Commission still had to address the repayment of the short-term Certificates of Debt and the loss of the Commission's sales tax in 2016. Treasurer/Commissioner Zeilenga concluded his remarks by commenting that it will be the action of the legislature in eliminating the Commission's 1985 voter-approved sales tax that will be detrimental to the taxpayers of DuPage County because the Commission's water rates will probably have to increase

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by 50% -60%, and by thanking the Board of Commissioners and staff for their hard work and dedication during the difficult financial period.

After Commissioner Saverino agreed with Treasurer/Commissioner Zeilenga, adding that taxpayer funds were spent on taxpayer projects, Commissioner Saverino then applauded Treasurer/Commissioner Zeilenga for his response to the negative media reports.

Commissioner Murphy moved to accept the April 2010 Treasurer's Report. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

Meeting Canceled

Engineering & Construction Committee

Meeting Canceled

Finance Committee – Reported by Commissioner Mathews

Meeting Canceled

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

None

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

It was the consensus of the Commissioners to remove all items listed on the Super/Special Majority Omnibus Vote Agenda for separate consideration.

With respect to Resolution No. R-19-10: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the May 13, 2010, DuPage Water Commission Meeting, Acting General Manager McGhee explained that approval of Resolution No. R-19-10 would ratify, at an estimated cost of \$26,000.00, issuance of Work Authorization Order No. 19 to Martam Construction Incorporated for exploratory excavation at nine separate locations to assist the Illinois Department of Transportation in designing certain roadway improvements and determining whether Commission facilities needed to be relocated. Commissioner

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Furstenau asked how often the Commission reviews its Quick Response Contracts and whether they are contracted at an hourly rate. Acting General Manager McGhee replied that the Quick Response Contracts are rebid every three years, with Staff Attorney Crowley adding that, due to the indeterminate need for, and uncertain scope of, work under the Quick Response Contracts, bidders bid multipliers to be applied to (a) the prevailing wage rate/union contract wage rate for labor employed in the work, (b) the actual cost of materials and supplies incorporated into the work, and (c) a modified *Bluebook* rate for owned and rented equipment used in performing the work, plus an annual fee for bonds and insurance and a special multiplier for work with a response time of three hours or less.

Commissioner Chaplin inquired whether the work was completed and, if so, why the final cost was not included in the Request for Board Action. Pipeline Supervisor Kazmierczak noted that the work was not finished as it was delayed due to inclement weather. At which point, Commissioner Hartwig reminded the Board that approval of Resolution No. R-19-10 was just for the work order and that payment for the work would be reviewed by the Board at a later date.

With regard to Resolution No. R-21-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 13, 2010, DuPage Water Commission Meeting, Acting General Manager McGhee explained that approval of Resolution No. R-21-10 would authorize Change Order No. 8 to Contract PSD-7/08 (Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) and provide for the relocation of a fire suppression sprinkler system main piping line in the covered parking structure and the lowering of a concrete vault structure, manhole frame and lid of an existing meter vault in the service yard for a \$3,947.00 net increase in the Contract Price. Commissioner Chaplin asked why these changes were not included in the Contract as bid. Facilities Construction Supervisor/Safety Coordinator Bostick responded that the change to the fire suppression sprinkler system main piping line was a no cost change in location but the lowering of portions of the existing meter vault should have been included in the project as bid but was missed by the Engineer during the design phase. At which point, Commissioner Maio commented that if lowering portions of the existing meter vault had been included in the project as bid, the cost of the project would have been proportionately increased.

With respect to Resolution No. R-24-10: A Resolution Approving and Authorizing the Quit Claim to the City of Chicago of Certain Real and Personal Property Acquired for the Interconnection Facilities, Commissioner Furstenau asked whether the Commission had surveyed the property to be transferred. Staff Attorney Crowley responded that the Commission had surveyed the property before construction began in the late 1980's and that by quitclaiming the real and personal property to be transferred, the Commission was only transferring to the City of Chicago whatever property rights it had in the property being described.

With no further discussion, Commissioner Murphy moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the

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Omnibus Vote Procedures. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

Ayes: E. Chaplin, T. Elliott, R. Furstenau, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington

Item 1: Resolution No. R-19-10: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the May 13, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-21-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 13, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-24-10: A Resolution Approving and Authorizing the Quit Claim to the City of Chicago of Certain Real and Personal Property Acquired for the Interconnection Facilities—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

Recommendations From Ad Hoc Committee

Commissioner Murphy reported on the Ad Hoc Committee Recommendations, suggesting that the another Committee of the Whole be held at 6:30 P.M. prior to the Regular June meeting to have a more definitive discussion regarding the job descriptions for the positions of General Manager and Finance Administrator and asked staff to provide to the Board copies of the recruitment file, for both positions, originally prepared by The Par Group.

Job Description and Selection Process for Financial Administrator

Commissioner Hartwig suggested, as a possible alternative for the Commission to consider, that staff seek proposals from various auditing firms relating to the possibility of outsourcing the Commission's financial functions. Commissioner Furstenau agreed with Commissioner Hartwig, but felt those particular services would be more expensive than actually hiring financial personnel. Commissioner Zay suggested, and Acting General Manager McGhee agreed, that one of the unsuccessful firms interviewed for the fiscal year 2010 and 2011 audits should be asked to informally quote a cost for

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outsourcing the Commission's financial functions so that the Board could get a feel for the cost involved.

Commissioner Zay expressed his eagerness to move forward with hiring both a General Manager and Finance Administrator, noting that the General Manager's position should be the focus right now. Commissioner Furstenau suggested that the Commission utilize a placement firm/headhunter to assist in locating and interviewing qualified candidates for both positions, and Commissioner Murphy responded that whether the Commission needed to use a placement firm or headhunter could be discussed at the next Committee of the Whole meeting but noted his preference for doing it in-house.

Commissioner Murphy moved to hold a Committee of the Whole meeting on June 10, 2010 at 6:30 P.M. to discuss the job descriptions and selection process for the General Manager and Financial Administrator and to consider the possible outsourcing of the Commission's financial needs. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Resolution No. R-23-10

With respect to Resolution No. R-23-10: A Resolution Approving and Accepting a Supplemental Arrangement with McGladrey & Pullen, LLP for Audit Services, Acting General Manager McGhee explained that the auditors were still trying to negotiate for additional provisions to be added to the Supplemental Arrangement, and Staff Attorney Crowley explained that the additional provisions being requested related to the auditor's desire to have the Commission agree with the auditor's interpretation of the findings in the forensic audit report prepared by Jenner & Block. Staff Attorney Crowley added that she had no problem with attaching the forensic audit report to the supplemental agreement so that it could "speak for itself," but the auditors did not find that to be an acceptable solution. Staff Attorney Crowley concluded her remarks by noting the supplemental arrangement also requires the Commission to hold harmless, indemnify, and release the auditors from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by Commission management.

Former Financial Administrator Skiba suggested that if the Board does not wish to continue with the auditing services of McGladrey and Pullen, LLP, then they would need to retain the services of another auditing firm to redo the 2009 audit. Commissioner Zay asked if there were any problems associated with redoing the 2009 audit and starting over with a different firm. Former Financial Administrator Skiba responded that the Surety Bonding Company for the Treasurer, General Manager, and Commissioners was advised that the 2009 audit would be completed by the end of June of 2010. Former Financial Administrator Skiba also noted that the Revenue Bond Trustee had been looking for the audit since last fall, in addition to needing the audit to satisfy the Commission's continuing disclosure obligations.

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Commissioner Elliott expressed his concerns with the auditor's paraphrasing from the forensic audit report prepared by Jenner & Block, but had no objection to attaching the redacted report that has been publicly available.

After Commissioner Mathews echoed Commissioner Zay's comments, and suggested using the same auditing firm that will be selected to conduct the 2010 and 2011 audit to also redo the 2009 audit, Resolution No. R-23-10 failed for lack of an approving motion.

At which point and as a point of information, Commissioner Zeilenga reminded the Board that the approved 2010-2011 Management Budget included a 1% increase for all non-managerial employees and that Acting General Manager McGhee would be proceeding with the salary increases.

Selection of FY2010 and FY2011 Auditors

After Commissioner Hartwig asked Treasurer/Commissioner Zeilenga to help staff with the selection of FY2010 and FY2011 auditors, and Treasurer/Commissioner Zeilenga agreed to help, Commissioner Murphy moved to direct Treasurer/Commissioner Zeilenga and staff to conduct interviews with Sikich LLP, Crowe Horwath, and Wolf & Company and recommend to the Commission at the June 10 meeting a firm to be appointed auditors for FY2009, FY2010, and FY2011. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, R. Furstenau, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington

Purchasing Policy

Commissioner Elliott requested that the discussion of the purchasing policy be deferred to the next Commission meeting.

Before moving on to the next Agenda Item, Commissioner Murphy addressed Commissioner Chaplin's concern with the Board not following the recommendations made by Jenner & Block relating to Committee meetings. In reviewing past minutes, Commissioner Murphy noted that Committee meetings were never eliminated but, rather, cancelled for purposes of discussing various issues that should more appropriately involve the entire Board such as the Five Year Capital Improvement Program, the Management Budget, and the Water Conservation Program. Commissioner Chaplin understood the reasons for the prior cancellations of the Committee meetings, but nevertheless expressed concern, especially with the cancellation of the Finance Committee meetings, noting that it would be a mistake and stressing that the Finance Committee should be meeting on a different day than the

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regular Commission meeting in order to allow enough time to discuss and review all financial matters.

Commissioner Maio stated that when he and Commissioner Murphy met as the Ad Hoc Committee, Commissioner Mathews being out of town and unable to attend, part of their focus was on whether the Board should continue meeting as a whole or reinstate Committee meetings. Commissioner Maio advised that both he and Commissioner Murphy agreed that, at the present time, it would be more beneficial to have Committee of the Whole meetings for educational purposes, especially regarding financial matters, adding that he had gotten more out of the discussion in the May 13th Committee of the Whole meeting than he ever had out of a Committee report and strongly urging the Board to continue meeting as a Committee of the Whole in lieu of separating into Committees. Commissioner Murphy added that by holding Committee of the Whole meetings, the entire Board would be involved in all discussions, and that staff should include on the Committee of the Whole Agendas any Engineering and Financial matters that needed to be specially considered.

NEW BUSINESS

O-8-10

Commissioner Maio moved to adopt Ordinance No. O-8-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of \$40,000,000 Taxable Debt Certificates, Series 2010, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates. Seconded by Commissioner Zeilenga.

Before consideration on Ordinance No. O-8-10 began, and even though Chairman Rathje advised that he had sold his less than 1% interest in Northern Trust Bank, a publicly traded company, the ownership of which was disclosed to the Board at the meeting of December 2, 2009, Chairman Rathje stated that he would nevertheless be abstaining from any discussion and/or vote related to Northern Trust Bank to avoid any appearance of impropriety. At which point, at 8:05 P.M., Chairman Rathje stepped out of the meeting and Vice Chairman Mueller temporarily took over as Chair. Commissioner Maio then requested re-confirmation as to whether maintaining a personal IRA with Northern Trust Bank would constitute a disqualifying conflict of interest, and Staff Attorney Crowley reconfirmed, as noted at the meeting of December 2, 2009, that simply maintaining bank accounts with a proposed lender, without a financial interest in the loan or the bank, would not constitute a disqualifying conflict of interest.

Commissioner Zay then commented that he was not necessarily convinced that the full \$40MM borrowing would be needed, thinking \$30MM was more likely, though Commissioner Zay did note his agreement with Treasurer/Commissioner Zeilenga's

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earlier comments that the legislature's determination to eliminate the Commission's sales tax in 2016 was a catastrophe that would simply add to the taxpayers' burden via water rate increases. After Commissioner Furstenau agreed with Commissioner Zay that the amount proposed to be borrowed was more than what was needed, Vice Chairman Mueller requested that Treasurer/Commissioner Zeilenga explain why a \$40MM borrowing was being recommended.

After Treasurer/Commissioner Zeilenga referred the Commissioners back to page three of the April 2010 Treasurer's Report and, specifically, column "I" showing \$41,587,596 as the amount needed, and after Treasurer/Commissioner Zeilenga added that a \$40MM short-term borrowing would enable the Commission to replenish its reserves faster, placing the Commission in a better position to convince the rating agencies to raise the Commission's bond rating which, in turn, would enable the Commission to obtain long-term financing more economically, the motion to adopt Ordinance No. O-8-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of \$40,000,000 Taxable Debt Certificates, Series 2010, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates was approved by a Roll Call Vote:

Ayes: T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, and D. Zeilenga

Pass: J. Zay

Nays: E. Chaplin and R. Furstenau

Absent: T. Bennington and L. Rathje

After Chairman Rathje returned to the meeting, and Commissioner Zay left the meeting, both at 8:15 P.M., Commissioner Furstenau thanked Treasurer/Commissioner Zeilenga for all his hard work and dedication.

Resolution No. R-20-10

Chairman Rathje noted that Commissioner Zay had requested before he left the meeting that the approval of Resolution No. R-20-10 be deferred to the next meeting. As a result of which, Commissioner Mathews moved to table Resolution No. R-20-10: A Resolution Establishing the Policy of DuPage Water Commission with Respect to a Target Fund Balance in the Water Fund for Emergency Repairs and Other Contingencies. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Resolution No. R-22-10

Commissioner Murphy moved to adopt Resolution No. R-22-10: A Resolution Approving and Authorizing the Execution of a Contractual Services Agreement with RGP Diversified Services, Inc. Second by Commissioner Zeilenga.

Acting General Manager McGhee stated that staff met with a potential candidate from RGP Diversified Services who was very qualified to help Former Financial Administrator Skiba with the Commission's day to day financial functions. After Acting General Manager McGhee explained that the individual would serve on a part time basis as more of a job share with Former Financial Administrator Skiba, the motion was approved by a Roll Call Vote:

Ayes: E. Chaplin, R. Furstenau, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, D. Zeilenga, and L. Rathje

Nays: T. Elliott

Absent: T. Bennington and J. Zay

Directing Fixed Cost Under Billing Correction

Former Financial Administrator Skiba explained that Mr. Richter had made adjustments to the City of Darien's historic usage, which resulted in a decrease in fixed cost billing to the City of Darien, but noted that because Mr. Richter did not correspondingly reduce the total historic water usage for all customers, Mr. Richter began billing less than the total monthly amount required for fixed costs.

Commissioner Murphy moved to direct Commission staff to invoice customers for under billed fixed costs for the period May 1, 2008 to April 30, 2010, and if necessary, allowing customers up to 24 months to complete these payments to the Commission. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, R. Furstenau, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and J. Zay

Commissioner Elliott asked Former Financial Administrator Skiba if Mr. Richter noticed the error and tried to fix the problem himself instead of bringing it to the Board's attention. Former Financial Administrator Skiba stated that he honestly didn't understand Mr. Richter's thought process in the matter. Commissioner Elliott questioned when the error began and Former Financial Administrator Skiba replied that the error began in July 2008 and Mr. Richter made retroactive changes to May of 2008 with a larger adjustment made in the beginning of 2009.

ACCOUNTS PAYABLE

Commissioner Zeilenga moved to approve the Accounts Payable in the amount of \$6,301,199.04, subject to submission of all contractually required documentation, for invoices that have been received. Seconded by Commissioner Saverino.

In referring back to the April meeting and, specifically, the request to hold all or a portion of certain invoices submitted by Jenner & Block and Crowe Horwath, Commissioner Elliott confirmed that the May accounts payable did not include the withheld amounts.

There being no further discussion, the motion was unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, R. Furstenau, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and J. Zay

Commissioner Zeilenga moved to approve the Accounts Payable in the revised amount of \$758,309.04, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Saverino.

Commissioner Furstenau questioned the need to pay invoices in advance and on an estimated basis instead of waiting to receive the actual bill and, specifically, noted the advance payment to Northern Trust Bank in the amount of \$100,000.00. Commissioner Zeilenga explained that in his prior experience with bond deals, it was standard procedure to have the closing fees netted directly out of bond proceeds. After Staff Attorney Crowley explained that the Commission's By-Laws were recently amended to require that all disbursements in excess of \$5,000 except payroll and payroll related disbursements be approved by the Board in advance of payment, the motion was approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Elliott, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, D. Zeilenga, and L. Rathje

Nays: R. Furstenau

Absent: T. Bennington and J. Zay

Commissioner Elliott then referred back to various discussions in 2009 relating to requests from four or five potential customers seeking possible water service from the Commission and asked staff for a status report.

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Acting General Manager McGhee responded that, to date, the Commission had received requests for service from the City of Aurora, the City of Maywood, the Illinois American Water Company, the Brookfield-North Riverside Water Commission, and the City of Berkeley with the following status:

- The City of Aurora needs to determine whether it wants a "minimum take or pay" arrangement or an emergency connection before the Commission can perform the hydraulic analysis needed to evaluate the request
- The City of Maywood never made the cash deposit required before the Commission would perform the hydraulic analysis needed to evaluate the request
- The request from Illinois American Water Company is ongoing with a meeting scheduled to discuss the Commission's hydraulic inability to supply 2020 average day demand to the requested service area
- The Brookfield-North Riverside Water Commission cash deposit was received and the hydraulic analysis was completed.
- Hillside Berkeley Water Commission recently requested an emergency interconnection and discussions are ongoing

With respect to Commissioner term expirations, Commissioner Saverino asked for clarification of when the Commissioner's terms will be expiring. Staff Attorney Crowley advised that, currently, all Commissioner terms expire on June 30th in staggered years (as read aloud by the Staff Attorney) but Staff Attorney Crowley added that the Commissioners also serve until their successors have been appointed or until they resign. Staff Attorney Crowley went on to note, however, that if SB580 becomes law, then all terms will automatically terminate at midnight on December 31, 2010.

Commissioner Mueller asked if staff posted the forensic audit report on the Commission's website. Staff Attorney Crowley responded that redacted report had not been posted in an effort to avoid being seen as trying to speak to the bond market when the Commission had yet to file its continuing disclosure notices. Staff Attorney Crowley did assure Commissioner Mueller, that the report was posted on the websites of other entities and that staff had been providing it free of charge (except for the exhibits) to anyone who asked for it.

Commissioner Mueller thanked Treasurer/Commissioner Zeilenga for his earlier response to the negative media reports and suggested making it a formal statement of the Commission as a whole.

EXECUTIVE SESSION

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

Minutes of the 5/13/10 Meeting

Ayes: E. Chaplin, T. Elliott, R. Furstenau, L. Hartwig, W. Maio, G. Mathews, W. Mueller, W. Murphy, F. Saverino, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and J. Zay

After a ten minute recess, the Board went into Executive Session at 8:45 P.M.

Commissioner Mathews moved to come out of Executive Session at 9:06 P.M.
Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

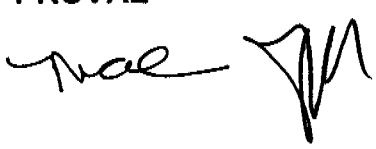
All voted aye. Motion carried.

Commissioner Maio moved to adjourn the meeting at 9:07 P.M. Seconded by
Commissioner Mathews and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DATE: June 3, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County Ordinance No. O-9-10	APPROVAL	
<p>Attached is "An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County." This Ordinance is adopted annually by the Commission. This Ordinance establishes the prevailing rate of wages for various construction trades working on Commission public works construction projects. The prevailing rate of wages included in this Ordinance have been obtained from the Illinois Department of Labor. The Commission includes a copy of its then current prevailing wage ordinance in all of its public works construction specifications.</p> <p>Once adopted by the Commission, a certified copy of this Ordinance will be filed with both the Secretary of State and the Department of Labor of the State of Illinois as required by law. The Commission will also publish a notice of the adoption of the Ordinance in a newspaper of general circulation within the area, within thirty (30) days following its filing with the Secretary of State and the Department of Labor.</p>			
MOTION: To adopt Ordinance No. O-9-10.			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-9-10

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

WHEREAS, the State of Illinois has enacted "An Act Regulating Wages of Laborers, Mechanics and Other Workers Employed in Any Public Works by the State, County, City or Any Public Body or Any Political Subdivision or By Anyone Under Contract for Public Works," approved June 26, 1941, as amended, being Act 130 (Prevailing Wage Act), of Chapter 820 (Employment), of the Illinois Compiled Statutes, 820 ILCS 130/0.01 et seq. (the "Act"); and

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

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

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

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

Ordinance No. O-9-10

construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of June 2010. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in DuPage County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in DuPage County undertaken by the Commission.

SECTION TWO: To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the DuPage Water Commission, which physical work is being performed on public works in Cook County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2010. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit B. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in Cook County undertaken by the Commission.

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

Ordinance No. O-9-10

construction of the DuPage Water Commission conducted in DuPage County and Cook County, respectively, to the extent required by the Act.

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

SECTION FIVE: The General Manager is hereby directed to:

- (a) promptly file, no later than July 15, 2010, a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois;
- (b) cause to be published in a newspaper of general circulation within the area a notice of the adoption of this Ordinance, within thirty (30) days of its filing with the Secretary of State and the Department of Labor of the State of Illinois, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body;
- (c) mail a copy of this determination to any employer, to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate; and
- (d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contract specifications.

Ordinance No. O-9-10

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2010.

Chairman

ATTEST:

Clerk

Board/Ordinances/O-9-10.docx

Du Page County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	7.700	14.45	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	11.98	0.500	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	8.650	14.07	3.980	0.580
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	NE	ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
FENCE ERECTOR	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	E	ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	8.100	8.200	0.000	1.000
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	12.99	0.000	1.360
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	12.99	0.000	1.360
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

STEEL ERECTOR	W	ALL	40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

Explanations

DUPAGE COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

Cook County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER		BLD		38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER		BLD		28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

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

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¼ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{1}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for

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

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

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

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

Other Classifications of Work:

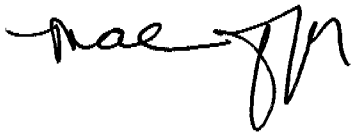
For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

DATE: June 3, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Amending a Contract for Soils and Materials Testing Services Resolution No. R-25-10	APPROVAL	
Account Nos.: Various			
<p>SEECO Construction Services, Inc. has been working as an independent materials testing firm for the Commission for the past 15 years. These services are normally bid as a three year contract and SEECO Construction Services, Inc. as been the sole responsible bidder for the last two contract periods. The current contract expires on July 9, 2010, and, in an effort to hold down costs, SEECO Construction Services, Inc. has agreed to honor their competitively bid 2007 fee schedule for an additional year while the Commission completes the current construction projects. With no foreseeable construction in the near future, this would be an opportunity to hold-down expenses.</p>			
MOTION: To adopt Resolution No. R-25-10.			

Construction Monitoring
& Observations
Construction Materials
Testing

SEECO Construction Services, Inc.

Field Staff Represented by
Local 150 of the
International Union of
Operating Engineers

April 13, 2010

Mr. Terry McGhee
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

RE: Soil and Materials Testing Services
Contract Extension

Dear Mr. McGhee:

SEECO Construction Services, Inc. (SCS) has been working with the DuPage Water Commission as its soil and materials testing consultant for approximately the last 15 years and we are eager to continue our professional relationship. Our current contract is due to expire on July 9, 2010.

As you may recall, SCS has been the sole responsible bidder for the last two contracts. In the interest of saving the Commission the time and expense of advertising and obtaining bids for this contract, SCS would like to offer to extend our contract for a period of 1 year.

Due to the current trying economic climate, as well as other issues within the Commission, we understand that all involved must try to hold costs. Therefore, in the interest of assisting the Commission, we are amenable to working under the rates established in our current contract for the next year as well.

We trust that the saved expenses of not having to bid out the contract, along with our holding the line on costs will prove to be beneficial to the Commission.

Thank you for your consideration.

Respectfully submitted,

SEECO Construction Services, Inc.



Donald C. Cassier
Director of Field Services

DCC:blk

DUPAGE WATER COMMISSION

RESOLUTION NO. R-25-10

**A RESOLUTION AMENDING A CONTRACT FOR
SOILS AND MATERIALS TESTING SERVICES**

WHEREAS, pursuant to Resolution No. R-47-07, the Commission awarded a Contract for Soils and Materials Testing Services to SEECO Construction Services, Inc., the Contract/Proposal for which was accepted by the Commission as of July 7, 2007 (the "Contract for Soils and Materials Testing Services"); and

WHEREAS, the Contract for Soils and Materials Testing Services is scheduled to expire on July 9, 2010;

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 DuPage Water Commission hereby extends the Contract for Soils and Materials Testing Services for a period of one year at the unit prices set forth in Section 2A of the Contract/Proposal for Soils and Materials Testing Services attached hereto and by this reference incorporated herein and made a part of hereof as Exhibit 1, conditioned upon receipt of an Amendment to the Contract for Soils and Materials Testing Services in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2; the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon the representations of staff and SEECO Construction Services, Inc., that the circumstances said to necessitate the Amendment were not reasonably foreseeable at the time the

Resolution No. R-25-10

Contract for Soils and Materials Testing Services was signed, the Amendment is germane to the Contract for Soils and Materials Testing Services as signed, and/or the Amendment is in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: The Acting General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Amendment to the Contract for Soils and Materials Testing Services in substantially the form attached hereto as Exhibit 2 upon receipt of a copy of the Amendment duly executed on behalf of SEECO Construction Services, Inc.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2010.

Chairman

ATTEST:

Clerk

EXHIBIT 1

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL FOR

SOILS AND MATERIALS TESTING SERVICES

Full Name of Bidder SEECO Construction Services, Inc. ("Bidder")
Principal Office Address 7350 Duvan Drive, Tinley Park, Illinois 60477
Local Office Address _____
Contact Person Don Cassier Telephone 708/429-1666

TO: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Chris Bostick
Facilities Construction Supervisor/Safety Coordinator

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for technical on and off site soils and materials testing and inspectional services, as described in Subsection 1B below and as authorized in accordance with Subsection 3B of this Contract/Proposal, in connection with the potential construction of miscellaneous feeder mains, and facility improvements that may include building foundations and related site improvements, two electric generation facilities and related site improvements, photovoltaic cell installations, and metering stations,

in addition to any other work Owner may require, in DuPage and Cook Counties, Illinois (the "Work Site");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practice, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

1. Density testing using Troxler Nuclear equipment for:
 - a. Trench backfill materials.
 - b. Sub-base course materials.
 - c. Bituminous binder course materials.
 - d. Bituminous surface course materials.
 - e. Bituminous aggregate mixture (B.A.M.)
 - f. Other areas where there will be engineered fill beneath building slabs, roadways and parking lots.
2. Observe and test soils at the bottom of excavation for footings and pipeline installations. Perform unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches.
3. Test concrete and Controlled Low Strength Material ("CLSM"), as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing.
4. Perform batch plant inspections at both concrete, CLSM, and bituminous plants.

5. Perform laboratory tests as follows:
 - a. Laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials.
 - b. Compressive strength test for concrete or CLSM cylinders.
 - c. Gradation for granular materials.

Technicians used to perform the Work shall have completed training courses in the use of nuclear density equipment, shall have passed the A.C.I. examination, and shall have at least 2 years of experience.

Technicians shall have a pick-up type vehicle with the necessary equipment and material for testing and inspectional services including ACI and ASTM Standards. Each technician shall have, and be responsive to, a beeper system so that they may be efficiently dispatched between the construction sites.

Copies of all material testing reports shall be submitted to Owner, to Owner's engineer providing consulting services on the respective construction contracts ("Engineer") and the respective contractor for each construction contract.

If this Contract/Proposal is accepted, Owner shall provide Bidder with a complete set of construction contract specifications and drawings for each construction project, as and when needed and without cost to Bidder. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that any such specifications and drawings to be made available to Bidder will represent only the best knowledge of Owner, will only be made available for the convenience of Bidder, and that Owner shall have no responsibility whatever in respect to the sufficiency or accuracy of the information and there shall be no guaranty or warranty with respect thereto.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work Site, or other property or persons as a result of the Work.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below performed by the Unit Price set forth below for such Unit Price Item:

Unit Price Item

Unit Price

General Services

1. Services of a Technician:
0-8 Hours Regular Time \$ 79.75 per hour

Weekends, Holidays, and Over 8 Hours \$ 119.50 per hour
2. Travel time, mileage charges and/or
minimum daily hour charges, if any \$ 260.00 / Trip Charge

\$ 260.00 / Minimum Charge

\$ _____

Laboratory Services

1. Compaction curve to establish maximum dry
unit weight and optimum water content \$ 160.00 each
2. Sieve analysis \$ 90.00 each
3. Thin wall tube samples to determine water
content and unconfined compressive
strength test and unit weight \$ 30.00 each
4. Concrete/CLSM cylinder breaks \$ 16.00 each

Use of Nuclear Gauge

1. 0 to 4 hours \$ 6.00 per hour
2. Over 4 hours \$ 5.00 per hour

Geotechnical Services

1. Mobilization and demobilization of
personnel and equipment \$ 300.00 per drill rig
2. Two man crew, including the use of
vehicles, survey equipment and
miscellaneous supplies, to perform
bore hole sampling \$ 120.00 per hour
3. Cost to advance bore holes and obtain
Sample \$ 21.00 per linear foot

<u>Unit Price Item</u>	<u>Unit Price</u>
4. Laboratory tests: Classifications and water contents	\$ <u>11.00</u> each
Unconfined compressive strength test	\$ <u>15.00</u> each
Unit weight test	\$ <u>10.00</u> each
5. Geotechnical report charges	\$ <u>1,000.00</u> each + 5.00/Lin. Ft.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change on or before July 9, 2010;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following:

1. Payments shall be based on the actual number of Unit Price Items performed in accordance with this Contract/Proposal;
2. Payments shall be made no more frequently than monthly and within 30 days following Owner's approval of Bidder's application for payment;
3. All applications for payment shall be accompanied by daily certifications establishing the actual number of Unit Price Items performed for the purpose of determining the amount of the then current monthly payment, which certifications shall be approved and signed by Engineer with respect to all Work for which payment is then requested;
4. If any daily certification has not been approved and signed by Engineer, no payment shall be due therefor, and Owner shall not be liable or responsible for such nonpayment; and
5. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time Proposal

A. Contract Term. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that this Contract/Proposal shall be for a term commencing on July 13, 2007, or the date of Owner's written notification of acceptance in the form included in this bound set of documents, whichever date is later, and ending on July 9, 2010. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that no Work shall be performed by Bidder prior to the issuance of, or outside the scope of, a Work authorization order issued pursuant to Subsection 3B below, that Work authorization orders shall only be issued by Owner on an as needed basis, and that Owner shall not be obligated to issue any Work authorization orders under this Contract/Proposal. If this Contract/Proposal is accepted, Bidder further acknowledges, and agrees, that the construction projects identified and described in this Contract/Proposal for which technical on and off site soils and materials testing and inspectional services may be required under this Contract/Proposal are preliminary and may be subject to substantial change, addition, or deletion, that Owner reserves the right to substantially change, increase, or decrease such projects, and that all claim or right to dispute or complain of, or to assert that there was any misunderstanding in regard to, the nature or amount of the Work to be provided or performed under this Contract Proposal, is hereby waived and released.

B. Work Authorizations Orders. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Work shall be performed only in a manner and at the times authorized by Owner ("Authorized Work"). In authorizing the Work, Owner shall describe the Authorized Work in a manner sufficiently specific so as to reference the applicable provisions of the construction contract specifications and the location where such Work is to be performed. The Work authorization order shall also state an estimate of the number of personnel required to complete the Authorized Work, and a time for completion of such Authorized Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform all aspects of the Authorized Work diligently and continuously at such a rate as will allow such Authorized Work to be fully completed, including the delivery of all reports, data, specifications, information, observations or opinions to Owner, Engineer, and the applicable construction contractor at or before the time for completion stated in the Work authorization order.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum

insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois

Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal 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/Proposal shall be in any way affected thereby.

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

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 5th day of July, 2007.

Bidder's Status: (x) IL Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: SEECO Construction Services, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(Corporate seal) Printed Name: Collin W. Gray

(if corporation) Title/Position: President

Bidder's Business Address: 7350 Duvan Drive

Tinley Park, Illinois 60477

Bidder's Business Telephone: 708/429-1666 Facsimile: 708/429-6192

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Collin W. Gray	President & Treasurer	7350 Duvan Dr., Tinley Park, IL 60477
Denise A. Gray	Vice President & Secretary	7350 Duvan Dr., Tinley Park, IL 60477

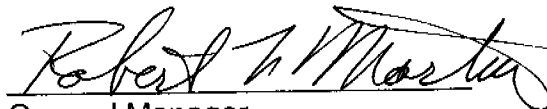
ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this 7th day of JULY, 2007.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DUPAGE WATER COMMISSION

By:


General Manager

Construction/MT-08/Materials Testing 2007 to 2010.doc

EXHIBIT 2

FIRST AMENDMENT
to
DuPAGE WATER COMMISSION
CONTRACT FOR SOILS AND MATERIALS TESTING SERVICES

THIS FIRST AMENDMENT, dated as of June __, 2010, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126, a county water commission duly organized and existing under the provisions of 70 ILCS 3720/0.01 et seq., as amended, and Division 135 of Article 11 of the Illinois Municipal Code (the "Commission"), and SEECO Construction Services, Inc., 18651 Graphic Court, Tinley Park, Illinois 60477, an Illinois corporation (the "Contractor"),

WITNESSETH:

WHEREAS, pursuant to Resolution No. R-47-07, the Commission awarded a Contract for Soils and Materials Testing Services to the Contractor, the Contract/Proposal for which was accepted by the Commission as of July 7, 2007 (the "Contract for Soils and Materials Testing Services"); and

WHEREAS, the Contract for Soils and Materials Testing Services will expire on July 9, 2010; and

WHEREAS, the Contractor has agreed to extend the term of the Contract for Soils and Materials Testing Services to July 9, 2011, at no increase in the unit prices to be charged under the Contract for Soils and Materials Testing Services;

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

1. Amendment. The Contract for Soils and Materials Testing Services shall be and it hereby is amended to extend the July 9, 2010, term of the Contract for Soils and

Resolution No. R-25-10

Materials Testing Services to July 9, 2011, at no increase in the unit prices to be charged under the Contract for Soils and Materials Testing Services, by deleting the date "July 9, 2010" in Subsection 3A, entitled "Contract Term," of Section 3, entitled "Contract Time Proposal," of the Contract/Proposal for Soils and Materials Testing Services and substituting the date "July 9, 2011" in its place.

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

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

DUPAGE WATER COMMISSION


By: _____
Terry McGhee
Acting General Manager

SEECO CONSTRUCTION SERVICES,
INC.

By: _____
Colin W. Gray
President

DATE: June 3, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager
ITEM	A Resolution Approving and Accepting the Proposals of Sikich LLP for Audit Services Resolution No. R-26-10	APPROVAL	
Account No.: 01-60-6260			
<p>Resolution No. R-26-10 would approve and accept three separate proposals received from Sikich LLP, each dated as of June 1, 2010, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2009, at a total cost not to exceed \$43,750.00; for the fiscal year ending April 30, 2010, at a total cost not to exceed \$43,750.00; and for the fiscal year ending April 30, 2011, at a total cost not to exceed \$45,500.00.</p> <p>Copies of the substantially identical proposals are attached and acceptance of the proposals would establish standards for the auditor's services, detail Commission responsibilities, provide for mediation of disputes and, most significantly, limit the liability of Sikich LLP for any negligent errors or omissions to the amount paid under each engagement except to the extent determined to result from the gross negligence or willful misconduct of Sikich LLP.</p>			
MOTION: To adopt Resolution No. R-26-10.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-26-10

A RESOLUTION APPROVING AND ACCEPTING
THE PROPOSALS OF SIKICH LLP FOR AUDIT SERVICES

WHEREAS, on June 2, 2010, the DuPage Water Commission received three separate proposals from Sikich LLP, each dated as of June 1, 2010, for audit services for each of the three fiscal years ending April 30, 2009, April 30, 2010, and April 30, 2011; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to accept the proposals of Sikich LLP to perform the annual audits of the Commission's financial statements for the fiscal years ending April 30, 2009, April 30, 2010, and April 30, 2011;

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 as if fully set forth.

SECTION TWO: The proposal of Sikich LLP, dated June 1, 2010, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2009, at a total cost not to exceed \$43,750.00, shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission without further act.

SECTION THREE: The proposal of Sikich LLP, dated June 1, 2010, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2010, at a total cost not to exceed \$43,750.00, shall be and it hereby is approved and

Resolution No. R-26-10

accepted by the Board of Commissioners of the DuPage Water Commission without further act.

SECTION FOUR: The proposal of Sikich LLP, dated June 1, 2010, for the annual financial audit of the Commission's financial statements for the fiscal year ending April 30, 2011, at a total cost not to exceed \$45,500.00, shall be and it hereby is approved and accepted by the Board of Commissioners of the DuPage Water Commission without further act.

SECTION FIVE: 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-26-10.docx



998 Corporate Boulevard • Aurora, IL 60502

Members of American Institute of
Certified Public Accountants &
Illinois CPA Society

June 1, 2010

The Honorable Chairman
Members of the Board of Commissioners
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

We are pleased to confirm our understanding of the services we are to provide the DuPage Water Commission for the year ended April 30, 2009. We will audit the basic financial statements of the DuPage Water Commission as of and for the year ended April 30, 2009. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to accompany the DuPage Water Commission's basic financial statements. As part of our engagement, we will apply certain limited procedures to the DuPage Water Commission's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Because we are performing limited procedures to the RSI, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of Funding Progress and Employer Contributions for the Illinois Municipal Retirement Fund and Other Postemployment Benefits Plan.
3. Notes to Required Supplementary Information

Supplementary information other than RSI accompanies the DuPage Water Commission's basic financial statements. We will subject the following supplementary financial information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.

1. Other Supplemental Data

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the basic financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statement preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the basic financial statements of the financial position of the DuPage Water Commission and the respective changes in financial position and cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the representations provided to us at the completion of the audit.

Non-Attest Services

The non-attest services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2009 are as follows:

1. Prepare one-hundred twenty (120) copies and one electronic copy (.pdf) of the annual financial report (AFR) of the Commission (Management's Discussion and Analysis to be provided by Commission).
2. Prepare thirty (30) copies of the management letter.
3. Prepare one (1) letter on compliance with the revenue bond covenants (Article X of the Revenue Bond Ordinance of 1987 and Article II of the Water Refunding Revenue Bond Ordinance of 1993).

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the DuPage Water Commission's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees, and Other

We understand that the Commission will provide us with the basic information required for our audit, including information specified in the *Client Assist Workpaper Listing*, Preliminary Fieldwork and in the *Client Assist Workpaper Listing*, Final Fieldwork (to be developed and delivered to the Commission at the conclusion of preliminary fieldwork), and that the Commission is responsible for the accuracy and completeness of that information. In addition, the Commission will prepare all cash and other confirmations we request, will locate any invoices selected by us for testing, and will prepare adjusted trial balances.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We expect to begin our preliminary fieldwork in June 2010 with final fieldwork scheduled to begin in July 2010 or when the client assist workpapers are prepared. Final reports will be issued upon your approval of the preliminary drafts. Louis G. Karrison is the engagement partner and is responsible for supervising the engagement and signing the report. Mr. Frederick G. Lantz, Mr. Daniel A. Berg, and Mr. Brian D. LeFevre will act as quality control and resource partners.

Our fee for these services will not exceed \$43,750 for the Commission which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the financial statements. You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

We appreciate the opportunity to be of service to the DuPage Water Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Sikich LLP
By: Louis G. Karrison, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the DuPage Water Commission.

By: _____

Title: _____

Date: _____



998 Corporate Boulevard • Aurora, IL 60502

*Members of American Institute of
Certified Public Accountants &
Illinois CPA Society*

June 1, 2010

The Honorable Chairman
Members of the Board of Commissioners
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

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We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the financial statements. You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

We appreciate the opportunity to be of service to the DuPage Water Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Sikich LLP
By: Louis G. Karrison, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the DuPage Water Commission.

By: _____

Title: _____

Date: _____



998 Corporate Boulevard • Aurora, IL 60502

Members of American Institute of
Certified Public Accountants &
Illinois CPA Society

June 1, 2010

The Honorable Chairman
Members of the Board of Commissioners
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

We are pleased to confirm our understanding of the services we are to provide the DuPage Water Commission for the year ended April 30, 2011. We will audit the basic financial statements of the DuPage Water Commission as of and for the year ended April 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to accompany the DuPage Water Commission's basic financial statements. As part of our engagement, we will apply certain limited procedures to the DuPage Water Commission's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Because we are performing limited procedures to the RSI, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules of Funding Progress and Employer Contributions for the Illinois Municipal Retirement Fund and Other Postemployment Benefits Plan.
3. Notes to Required Supplementary Information

Supplementary information other than RSI accompanies the DuPage Water Commission's basic financial statements. We will subject the following supplementary financial information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.

1. Other Supplemental Data

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the basic financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statement preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the basic financial statements of the financial position of the DuPage Water Commission and the respective changes in financial position and cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the representations provided to us at the completion of the audit.

Non-Attest Services

The non-attest services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2011 are as follows:

1. Prepare one-hundred twenty (120) copies and one electronic copy (.pdf) of the annual financial report (AFR) of the Commission (Management's Discussion and Analysis to be provided by Commission).
2. Prepare thirty (30) copies of the management letter.
3. Prepare one (1) letter on compliance with the revenue bond covenants (Article X of the Revenue Bond Ordinance of 1987 and Article II of the Water Refunding Revenue Bond Ordinance of 1993).

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the DuPage Water Commission's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees, and Other

We understand that the Commission will provide us with the basic information required for our audit, including information specified in the *Client Assist Workpaper Listing, Preliminary Fieldwork* and in the *Client Assist Workpaper Listing, Final Fieldwork* (to be developed and delivered to the Commission at the conclusion of preliminary fieldwork), and that the Commission is responsible for the accuracy and completeness of that information. In addition, the Commission will prepare all cash and other confirmations we request, will locate any invoices selected by us for testing, and will prepare adjusted trial balances.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We expect to begin our preliminary fieldwork in January 2011 with final fieldwork scheduled to begin in June 2011 or when the client assist workpapers are prepared. Final reports will be issued upon your approval of the preliminary drafts. Louis G. Karrison is the engagement partner and is responsible for supervising the engagement and signing the report. Mr. Frederick G. Lantz, Mr. Daniel A. Berg, and Mr. Brian D. LeFevre will act as quality control and resource partners.

Our fee for these services will not exceed \$45,500 for the Commission which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of our services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the financial statements. You will be obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to one times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute, controversy or claim arises in connection with the performance or breach of the agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

We appreciate the opportunity to be of service to the DuPage Water Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Sikich LLP

By: Louis G. Karrison, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the DuPage Water Commission.

By: _____

Title: _____

Date: _____

SIKICH LLP

Experience

The Firm of Sikich LLP traces its foundation to a predecessor firm founded in 1928. Today we are one of the fastest growing regional firms in the Midwest with seven offices in Illinois located in Aurora, Buffalo Grove, Chicago, Decatur, Naperville, Rockford, and Springfield and offices in Indianapolis, Indiana; New York, New York; and St. Louis, Missouri. We have been recognized as one of Chicago's 101 Best and Brightest Companies to Work For, (Recognition: 2009, 2008, 2007, and 2006). In addition, *Crain's Chicago Business 2009 Book of Lists* ranks Sikich as Chicago's 13th largest Accounting Firm and *Accounting Today Top 100 Firms*, 2009 ranks Sikich 57th nationally.

Through these offices, we provide a wide spectrum of services including audit, tax, accounting and management consulting services. In addition, through various other service areas of Sikich, we provide technology, investment, human resource, employee benefit and marketing services. Client service needs are met promptly and professionally by our unique team philosophy, which allows each client to work with a team of specialists that focus on providing these services to a specific industry.

Qualifications and Technical Expertise

Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specialize in the management, operations, and financing of general purpose state and local governments, park districts, intergovernmental organizations, and special districts. This focus and our exemplary reputation assures the DuPage Water Commission the highest quality work and the most cost effective delivery of services. Sikich's state and local government team provides services to more than 350 counties, cities, villages, towns and other Illinois governments, including the second, fifth and eighth largest cities and the second and third largest park districts. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our Firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices. We audit seven of the ten AAA rated (Moody's and Standard and Poor's) municipalities in the State of Illinois, three of the eleven AAA rated park and recreation districts, and one of only three AAA rated community colleges.

Our clients include the Northwest Water Commission, the Northwest Suburban Municipal Joint Action Water Agency, the Broadview-Westchester Joint Water Agency, the Fox Metro Water Reclamation District, the Villages of Addison, Downers Grove, and Glen Ellyn, and the Cities of Elmhurst, Naperville, and Wheaton among many others. We are very familiar with revenue bond requirements as a result of our experiences auditing the entities listed above as well as others.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- Government Finance Officers Association of the United States and Canada (GFOA)
- Illinois Government Finance Officers Association (IGFOA)
- International City/County Manager's Association (ICMA)

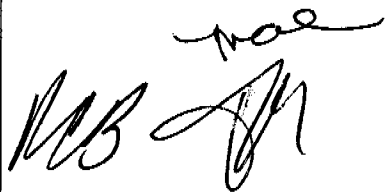
Quality Control

The DuPage Water Commission can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our Firm has been a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office (GAO), for more than twenty-five years. In 2008 we received our seventh consecutive peer review unmodified report, without a letter of comments. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Director of Quality Assurance.

Audit Approach

While we would be engaged to perform a financial and compliance audit, we also view our charge as including meaningful analysis of the Commission's day-to-day financial practices and procedures. This "business" approach will allow us to make substantive comments and recommendations for improving internal controls and reporting to the Board. Furthermore, the Commission can be assured that our audit will be performed in a thorough, comprehensive manner that meets or exceeds the highest professional standards.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving and Ratifying Certain Contract Change Orders at the June 10, 2010, DuPage Water Commission Meeting</p> <p>Resolution No. R-27-10</p>	<p>APPROVAL</p> 	
Account Nos:	01-60-7111.01	\$58,339.06 (Contract MS-18/09 MS9A)	
	01-60-7711.01	\$7,441.34 (Contract MS-18/09 PAS9A)	
	01-60-6631	\$6,391.78 (Contract MS-18/09-Commission Cost)	
	01-60-8201.01	\$36,727.64 (Contract PSC-4/08)	
<p>Resolution No. R-27-10 would approve the following Change Orders:</p>			
<p>Change Order No. 2 to Contract MS-18/09 (Contract for the Construction of DuPage County Meter/Pressure Adjusting Stations 9A and 9B)</p>			
<p>Change Order No. 2 would increase the Contract Price in the net amount of \$72,172.18 due to the 1) Demolition of Pre-stressed Concrete Cylinder Pipe (PCCP) water main and installation of PCCP to Ductile Iron Pipe (DIP) transition fittings in lieu of the specified DIP water main fittings at MS/PAS 9A water main connection work (net increase of \$58,339.06); 2) Performance of emergency repairs to a 2" DuPage County Glen Ellyn Heights system water service (\$7,441.34); and 3) Performance of repairs to a non-operational Commission blow-off valve in the vicinity of the work (\$6,391.78). The Contract Completion Date remains March 15, 2010.</p>			
<p>With respect to the demolition of the PCCP pipe at MS/PAS9A, during the excavation of the existing piping to perform the connection work, the existing piping materials were found to be PCCP rather than DIP as indicated in the plans and specifications, changing the means and methods of installation, including welding and transition fittings. This work has been performed.</p>			
<p>With respect to the performance of emergency repairs to the 2" DuPage County water service, during the excavation of the DuPage County water main to perform the PAS connection work, an unmarked 2" water service was damaged by the Contractor. Even though the Contractor notified JULIE as required by law, DuPage County neglected to mark the location the water main and service. DuPage County agreed to reimburse the Contractor for the cost of the repair, the Contractor performed the repairs, and DuPage County requested that payment be handled via change order to the PAS9A portion of the Contract.</p>			
<p>With respect to repairs to the existing Commission blow-off valve, during the excavation of the existing piping to perform the connection work, an existing Commission blow-off valve was found to be non-operational. At the direction of Commission staff, the Contractor performed the necessary repairs to the blow-off valve. This work will not be charged to DuPage County.</p>			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the June 10, 2010, DuPage Water Commission Meeting Resolution No. R-27-10	APPROVAL	
<p>Approval of this Change Order would increase the Contract Price by \$72,172.18, 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>Change Order No. 6 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station)</p>			
<p>Change Order No. 6 would increase the Contract Price in the net amount of \$36,727.64 due to additional work required by the City of Chicago Department of Water Management (DWM) in order to receive permission to construct the Electrical Generation Facilities.</p>			
<p>After the Contract was signed and after City of Chicago Building Permit was issued, but prior to commencement of the water main connection work, DWM required several revisions to the connection, alignment and furnishing, installation and location of water main appurtenances on their existing 36" water main which was scheduled for relocation to make way for the Generation Facilities. This work has been performed.</p>			
<p>Approval of this negotiated Change Order would increase the Contract Price by \$36,727.64, 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><i>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 \$219,668.22, which increased budget already exceeded the \$15MM cap on the Commission's share provided for in the intergovernmental agreement with the City of Chicago.</i></p>			
<p>MOTION: To adopt Resolution No. R-27-10.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-27-10

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
JUNE 10, 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. 2 to the for the Contract for the Construction of DuPage County Meter/Pressure Adjusting Stations 9A and 9B (Contract MS-18/09), such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the County of DuPage as required by the May 26, 2009, Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility for the Glen Ellyn Heights Service Area between the Commission and the County of DuPage; and provided further, however, that with respect to the approval and/or ratification of Change Order No. 6 to the Contract for the Construction of Electrical Generation Facilities,

Resolution No. R-27-10

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.

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-27-10.docx

Exhibit 1

Resolution No. R-27-10

1. Change Order No. 2 to Contract MS-18/09 (Contract for the Construction of DuPage County Meter/Pressure Adjusting Stations 9A and 9B) in the net amount of \$72,172.18.
2. Change Order No. 6: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) in the net amount of \$36,727.64.

Total amount of the Change Order(s) is in the net amount of \$108,899.82.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 5

PROJECT NAME: DuPage County Meter/Pressure
Adjusting Stations 9A and 9B

CHANGE ORDER NO. 2

LOCATION: DuPage County, Illinois

CONTRACT NO. MS-18/09

CONTRACTOR: Concord Construction Services, Inc.

DATE: June 11, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Demolish Pre-stressed Concrete Cylinder Pipe (PCCP) water main and install PCCP to Ductile Iron Pipe (DIP) transition fittings, in lieu of the specified DIP water main fittings at MS/PAS 9A water main connection work, in accordance with Contractor's Proposal dated 5/25/10.
2. Perform emergency repairs to a 2" DuPage County Glen Ellyn Heights system water service in accordance with Contractor's Proposal dated 5/25/10.
3. Revise Item No. A5 of the Schedule of Prices by adding a new Unit Price Item No. 4 under Schedule of Prices Item No. A5 to read as follows:

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
4	2-Inch Water Service Repair	EA.	1	\$7,441.34	\$7,441.34

4. Repair non-operational blow-off valve in accordance with Contractor's Proposal dated 5/25/10.
5. Revise the Schedule of Prices to (a) re-letter Section B, entitled "Basis for Determining Prices," as Section C and (b) add a new Section B, entitled "Ancillary Unit Prices," to the Schedule of Prices, which new Section B shall hereafter be and read as follows:

C. ANCILLARY UNIT PRICE ITEMS

It is expressly understood and agreed that:

1. All of the Ancillary Unit Price Items set forth below are established for the possible addition of Ancillary Work;
2. Any such Ancillary Work shall be performed only pursuant to Owner's specific written order;
3. All of the Ancillary Unit Price Items specifically ordered by Owner shall be performed in accordance with the Contract and shall be paid for on the same basis as is set forth in the Contract for Unit Prices.

	<u>Ancillary Unit Price Item</u>	<u>Unit</u>	<u>Price Per Unit</u>
1	Repair Blow-Off Valve	Each	\$6,391.78

B. REASON FOR CHANGE:

1. During the excavation of the existing piping to perform the connection work, the existing piping materials were found to be PCCP rather than DIP as dictated in the plans and specifications, changing the means and methods of installation.
2. During the excavation of the DuPage County water main to perform the PAS connection work, an unmarked 2" water service was damaged by the Contractor. Even though the Contractor notified JULIE as required by law, DuPage County neglected to mark the location the water main and service, agreed to reimburse the Contractor for the cost of the repair, and DuPage County requested that payment be handled via change order to the PAS9A portion of the Contract.
3. Same as #2
4. During the excavation of the existing piping to perform the connection work, an existing blow-off valve was found to be non-operational. At the direction of Commission staff, the Contractor performed the necessary repairs to the blow-off valve.
5. Same as #4 above

C. REVISION IN CONTRACT PRICE:

1. Negotiated Net Increase of \$58,339.06 to be applied by changing Unit Price Item No. 3 under Schedule of Prices Item No. A3 to read as follows:

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
3 20-Inch Butterfly Valve in Vault	EA.	1	\$75,844.06	\$75,844.06

- 2/3. Negotiated Increase of \$7,441.34 to be applied as new Unit Price Item No. 4 under Schedule of Prices Item No. A5 as follows:

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
4 2-Inch Water Service Repair	EA.	1	\$7,441.34	\$7,441.34

- 4/5. Negotiated Increase of \$6,391.78 to be applied as new Ancillary Unit Price Item No. B1 under the Schedule of Prices as follows:

<u>Ancillary Unit Price Item</u>	<u>Unit</u>	<u>Price Per Unit</u>
1 Repair Blow-Off Valve	Each	\$6,391.78

Total Net Increase of \$72,172.18

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 March 15, 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 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>994,700.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>1</u>	\$	<u>10,642.29</u>
3.	Contract Price, not including this Change Order	\$	<u>984,057.71</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>72,172.18</u>
5.	Contract Price including this Change Order	\$	<u>1,056,229.89</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: AECOM USA, Inc.

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: Concord Construction Services, Inc.

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ (_____)
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

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

CHANGE ORDER NO. 6

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: June 11, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Add a second fire hydrant to the City of Chicago 36" water main in accordance with Project Correspondence No. 7, Revision 3, dated April 30, 2010.
2. Add a blow-off valve and vault structure to the City of Chicago 36" water main in accordance with Project Correspondence No. 7, Revision 3, dated April 30, 2010.
3. Relocate original fire hydrant, and delete several pipe fittings and associated appurtenances, on the City of Chicago 36" water main in accordance with Project Correspondence No. 7, Revision 3, dated April 30, 2010.
4. Perform swabbing of pipe and fittings with chlorine solution at the connection points to the City of Chicago 36" water main in accordance with Project Correspondence No. 7, Revision 3, dated April 30, 2010.
5. Delete the phrase "and so that such Work shall, upon commencement, be continuously prosecuted to completion, 24 hours a Day" from Subsection 1D, entitled "Connections to the Chicago Water System," of Section 1, entitled "Scheduling," of the Special Conditions of Contract.
6. Delete Plan Note 5 of Plan Sheet AU7 referring to testing of leakage across each valve, after being placed into the pipe line.

B. REASON FOR CHANGE:

1. After the Contract was signed, the City of Chicago Department of Water Management required that a second fire hydrant be added to facilitate improved flushing during disinfection.

2. After the Contract was signed, the City of Chicago Department of Water Management required that a blow-off be added at the low point of the new section of water main for draining purposes.
3. The relocation of the planned hydrant eliminated the need to offset the water main from the reservoir. This eliminated several fittings, which was preferential to the City of Chicago Department of Water Management and improved the ease of installation.
4. City of Chicago Department of Water Management Water Quality Division staff was not available to perform this task as originally specified in the Contract. As this work is required by the IEPA, the work was completed by the Contractor under supervision of the City of Chicago.
5. Chicago Department of Water Management eliminated their requirement that the Contractor work continuously for 24-hours per day when making the connections to the existing water main.
6. Chicago Department of Water Management eliminated their requirement that the Contractor perform secondary field pressure testing and required, instead, valve manufacturer factory test which were witnessed by City of Chicago and Engineer personnel.

C. REVISION IN CONTRACT PRICE:

1. \$32,731.28 (negotiated net increase)
2. \$29,198.78 (negotiated net increase)
3. -\$20,333.12 (negotiated net decrease)
4. \$396.66 (negotiated net increase)
5. -\$3,900.20 (negotiated net decrease)
6. -\$1,365.76 (negotiated net decrease)

Total Net Increase: \$36,727.64

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>5</u>	\$	<u>375,130.46</u>
3.	Contract Price, not including this Change Order	\$	<u>17,584,130.46</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>36,727.64</u>
5.	Contract Price including this Change Order	\$	<u>17,620,858.10</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.

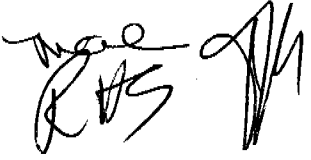
By: _____ (_____) _____
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

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

DATE: May 6, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	Finance
ITEM	A Resolution Establishing the Policy of DuPage Water Commission with Respect to a Target Fund Balance in the Water Fund for Emergency Repairs and Other Contingencies Resolution No. R-20-10	APPROVAL 	
Account No.: N/A Resolution No. R-20-10 would establish the Commission's policy with respect to a target fund balance in the Water Fund for emergency repairs and other contingencies. As requested at the meeting of April 15, 2010, the amount of the target fund balance is to be determined by the Board at the May meeting.			
MOTION: To adopt Resolution No. R-20-10 with a stated target fund balance of \$XX,000,000.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-20-10

A RESOLUTION ESTABLISHING
THE POLICY OF THE DuPAGE WATER COMMISSION
WITH RESPECT TO A TARGET FUND BALANCE IN THE WATER FUND
FOR EMERGENCY REPAIRS AND OTHER CONTINGENCIES

WHEREAS, by Ordinance No. O-1-87, the DuPage Water Commission (the "Commission") authorized the issuance of certain revenue bonds and created several special funds of the Commission, including without limitation the "Water Fund" established by Section 8.01 of Ordinance No. O-1-87; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is in the best interest of the Commission and its customers to maintain a target fund balance in the Water Fund for emergency repairs and other contingencies;

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 by this reference made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission as if fully set forth herein.

SECTION TWO: The Board of Commissioners of the DuPage Water Commission hereby declares that it is the policy of the Commission to maintain a target fund balance in the Water Fund for emergency repairs and other contingencies equal to \$~~XX~~,000,000. Section Four of Resolution No. R-14-04, being "A Resolution Establishing the Policy of the DuPage Water Commission with Respect to Fund Balances and Construction and Rate Stabilization Reserves for the Fiscal Year Ending April 30, 2004," as amended by Resolution No. R-28-07, being "A Resolution Establishing the Policy of DuPage Water Commission with Respect to Fund Balances and Declaring A Contract Customer

Resolution No. R-20-10

Rebate, Effective as of May 1, 2007, for the Fiscal Year Ending April 30, 2008," shall be and it hereby is further amended accordingly.

SECTION THREE: 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-20-10.docx

Carolyn Johnson

From: Donald Zeilenga [donz@quickset.com]
Sent: Thursday, June 03, 2010 11:32 AM
To: Terry McGhee
Cc: Carolyn Johnson; Rick Skiba; psgbonds@aol.com
Subject: Fw: Revised Fees & Expenses
Attachments: DPWC-236, Revised Outline of Contributions, 6-2-10.xls

Importance: High

Commissioners;

For the Northern Trust Debt Certificate we engaged Phil Peloquin from Public Sector Group for \$5000 to be our Financial Analyst. As it turned out the effort took considerably more effort than anticipated. To Mr. Peloquin credit he completed the assignment and in my opinion served the commission interest admirably without requiring any additional compensation. However, I did inform him that if he prepares his hours and tasks I will submit to the commission for possible additional compensation. Mr. Peloquin has done that in the attached document. As you will note at his \$300 typical rate He has about 290 hours or \$87K plus \$2K in expenses. Based on my discussion with Mr. Peloquin he is suggesting an additional \$20K (beyond the original \$5K) and also \$2K for travel expenses. You will note in section 2 that as a result of his experience and effort that he saved the commission about \$124K over a 12 month period.

Again, I present this request for commissioner consideration.

Don Zeilenga

Don,

As per our discussions, enclosed please find my Revised memo on Fees and Expenses associated with the work on the Debt Certificates sold to Northern Trust.

Thanks,

Phil

PUBLIC SECTOR GROUP, INC.

6/2/2010

TO: Don Zeilenga

FROM: Phil Peloquin

**DUPAGE WATER COMMISSION
REVISED, DRAFT 2 (Fees and Expenses)**

Following is an outline of my work for the Commission during our successful efforts to sell the \$40 million Debt Certificates to The Northern Trust Company

A. Initial Expectations of the Work Involved:

1. Assist the DPWC in negotiations with Northern Trust on structuring the Debt Certificates
2. Assist in establishing the Interest Rate on the Debt Certificates
3. Review and comment on the legal documents produced by the DPWC Staff Attorney, Chapman & Cutler and Ungaretti & Harris
4. Assist the DPWC in reviewing and commenting on the Closing Documents for the Debt Certificates

B. Additional Work Accomplished on the Structuring and Sale of the Debt Certificates

1. Reviewed and analyzed the Forensic Report in detail
Used the knowledge gained in a detailed analysis of the Forensic Audit along with an existing positive relationship to explain to Northern Trust what happened that resulted in the shortfall of funds and to reassure them that the shortfall was not built-in or self perpetuating and that no additional shortfalls existed, thus making it easier to negotiate an accelerated schedule for completing the financing
2. Convinced Northern to reduce the Interest Rate that they were charging:
 - a) Successfully argued that the interest rate that they proposed during the last several days before the sale was higher than was justified resulting in a first reduction of 11 basis points
 - b) Further argued successfully that the methodology that they put forward to justify the lower revised rate did not justify that new lower rate and succeeded in having the rate reduced by an additional 20 basis points which totaled to an overall reduction of 31 basis points. That 31 basis point reduction will generate a savings of \$124,000 to the DPWC over a 12 month period.

3. Improved the terms to the DPWC's advantage of the Northern Trust purchase of the Debt Certificates

- a) Created the option to pay off the Debt Certificates any time after six months by successfully negotiating with Northern to include a six month Call Feature in return for a 12 basis point increase in the interest rate. This increases the DPWC's timing options and enhances overall flexibility for the implementation of a long term financing plan
- b) Enhanced flexibility by negotiating the elimination of the feature that Accelerated the maturity of the Debt Certificates in the event of a further Rating Agency downgrade in exchange for a 50 basis point increase in the interest rate if such a downgrade occurs.

4. Reestablished contact with Moody's and Standard & Poor's on the positive note of the completion of the second Debt Certificate Financing.

- a) Emphasized that two separate well known banks were enthusiastic participants as the purchasers of \$70 million of one year Debt Certificates
- b) Reviewed the various steps that have been taken to evaluate and stabilize the Commission's finances
- c) Detailed the personnel changes that have been made or are in-process including the appointment of an experienced financial person (Don Zeilenga) as Treasurer
- d) Discussed with Moody's their "Recalibrated" Moody's Ratings of GO at Aa1 and Revenue Bond at Aa2. These are up, as a consequence of their recalibration, from Aa2 and Aa3 respectively.
- e) Discussed close coordination on future financings and other financial developments including in-person meetings with the people now responsible for the DPWC's financial affairs.

5. Hours and Expenses

Beginning on 3-26-10 and extending to 5-21-10, I have a little over 290 hours of time on the DPWC Debt Certificates Project.

At the \$300 per hour that I quoted in my proposal, 290 hours comes to \$87,000.

My expenses to date (in this case, travel) come to approximately \$2,000

6. Suggested Fees and Expenses

Suggested Fee for Additional Work Accomplished on the Structuring and Sale of the Debt Certificates:

Suggested Fee \$20,000

Suggested Expenses through 5-21-10: \$2,000

June 2, 2010-Final Version

Actions Taken by the Board of Commissioners of the DuPage Water Commission since November 2009 Announcement of Cash Crisis:

In November of 2009, the General Manager of the DuPage Water Commission informed the Board of Commissioners of a significant financial shortfall. The following actions were taken:

- *November 2009:* Commission hired the services of a financial management consultant.
- *November 2009:* Commission formed two Commission-led task teams, one to deal with financial issues and the other to deal with an independent forensic audit.
- *December 2009:* Commission financial task team determined the size of the financial problem to be about \$70M in total.
- *December 2009:* Commission approved a short-term Certificate of Debt in the amount of \$30M from West Suburban Bank.
- *December 2009 – March 2010:* Independent forensic audit by Jenner & Block and Crowe Horwath was conducted.
- *January – February 2010:* Commission financial team determined, based on several 15-year spread sheet analyses, that *with modest rate increases*, the \$70M could be repaid within that time period, the Commission would retain an extremely viable positive cash flow, and at the same time, would address the \$70 million shortfall.
- *March 2010:* New Commission monthly treasurer reports were developed and implemented which provides greater detail and data regarding commission fund and cash balances.
- *March 2010:* Independent forensic audit report was released and the report indicated the audit indicated they found no evidence that Water Commission funds were "missing" or spent on improper purposes. All funds were spent on measures to help the Water Customers.
- *March 2010:* The General Manager resigned and the Treasurer resigned. Commission appointed an Acting General Manager.
- *March 2010:* Commission assigned three Commissioners to serve as an Ad Hoc Committee to review the various recommendations prepared by Jenner & Block in the forensic audit report.

- *March 2010:* Commission appointed new treasurer.
- *April 2010:* Ad Hoc Committee reported on the recommendations prepared by Jenner & Block and included milestone target dates for the search process for both the General Manager and the Financial Administrator positions.
- *May 2010:* Commission approved a short-term Certificate of Debt in the amount of \$40M from Northern Trust Bank.
- *May 2010:* Commission approved a FY-2011 budget, which included a 21% rate increase and annual operating expense reductions of about \$3M.
- *May 2010:* Commission approved hiring of a new independent auditing firm to immediately replace the previous commission auditing firm and re-audit FY2009.
- *May 2010:* As of May 2010 (about 6 months after financial crisis was identified), the Commission's actions have resulted in:
 - All Funds balances being restored to their required levels within about 45 days;
 - The development and approval of a positive cash flow 2011 budget;
 - The placement of new personnel in the Acting General Manager and Treasurer positions.



DuPage Water Commission MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Terry McGhee, Acting General Manager

DATE: June 3, 2010

SUBJECT: Landscape Services

The Commission solicited sealed proposals for landscape maintenance at the DuPage Pump Station and Remote Sites and for the conversion of existing grass to native grass and no-mow turf on top of the reservoirs and future reservoir site by direct invitation, as well as by posting notice on the Commission's internet website beginning on May 17, 2010, and ending on June 1, 2010, and by notice published in the *Chicago Tribune* on May 20, 2010. Sealed bids were received until 01:00 p.m., local time, June 1, 2010, at which time all bids were publicly opened and read aloud.

Due to the following bullet points it is my recommendation that the Commission reject all bids and re-bid the contract in the spring of 2011.

- Of the eight proposals received, the two apparent low bidders failed to correctly fill out the bid proposal form.
- The seed suppliers suggested that a late June planting would reduce the chances for the new grasses to successfully take root.
- The timing of the new planting raised the question of honoring the required warranty for the grass conversion.
- Waiting until the spring will eliminate any conflicts with the current construction project.
- Our current landscape contractor has agreed to hold his 2007 prices for the rest of the cutting season.

**Open Contracts Summary
June 3, 2010**

Contractor	Project	Contract Amount	Approved Change Orders	Current Contract Amount	Contract Commencement Date	Contract Completion Date	Percent Complete
Construction							
DIVANE BROS ELECTRIC CO.	PHOTOVOLTAIC SYSTEM AT THE LEXINGTON PUMPING STATION	\$ 7,996,000.00	\$ 250,000.00	\$ 8,246,000.00	July 21, 2008	July 21, 2010	81%
PATTEN INDUSTRIES, INC.	SUPPLY OF ENGINE GENERATORS	\$ 6,417,608.00	\$ -	\$ 6,417,608.00	September 13, 2007		90%
JOSEPH J HENDERSON AND SON	ELECTRIC GENERATION FACILITY AND VARIABLE FREQUENCY DRIVES AT THE LEXINGTON PUMPING STATION	\$ 17,209,000.00	\$ 375,130.46	\$ 17,584,130.46	July 21, 2008	October 21, 2010	51%
WILLIAMS BROTHERS CONSTRUCTION CO.	ELECTRIC GENERATION FACILITIES, GARAGE AND OFFICE EXPANSION AT THE DUPAGE PUMPING STATION	\$ 16,970,000.00	\$ 289,107.00	\$ 17,259,107.00	November 25, 2008	November 24, 2010	93%
R CARLSON AND SONS	GRANULAR MATERIAL AND VEHICLE STORAGE FACILITY AT THE DUPAGE PUMPING STATION	\$ 1,106,824.00	\$ 120,579.00	\$ 1,227,403.00	January 6, 2009	November 11, 2009	90%
CONCORD CONSTRUCTION SERVICES, INC.	DUPAGE COUNTY METER/PRESSURE ADJUSTING STATIONS 9A/9B	\$ 994,700.00	\$ (10,642.29)	\$ 984,057.71	September 16, 2009	April 15, 2010	90%
MARTAM CONSTRUCTION, INC.	WINFIELD METER/PRESSURE ADJUSTING STATIONS 17B	\$ 209,760.00	\$ -	\$ 209,760.00	March 25, 2010	September 21, 2010	0%
Services							
GREELEY AND HANSEN LLC	LEXINGTON PUMP STATION PHOTOVOLTAIC ENGINEERING	\$ 1,178,236.00	\$ -	\$ 1,178,236.00	January 12, 2007	October 21, 2010	83%
GREELEY AND HANSEN LLC	LEXINGTON PUMP STATION GENERATOR/VFD ENGINEERING	\$ 2,670,676.00	\$ -	\$ 2,670,676.00	January 12, 2007	October 21, 2010	83%
CAMP DRESSER MCKEE	DUPAGE PUMP STATION GENERATION ENGINEERING	\$ 2,004,688.00	\$ -	\$ 2,004,688.00	November 10, 2003	November 24, 2010	77%
CAMP DRESSER MCKEE	SUPPLY OF ENGINE GENERATORS ENGINEERING	\$ 146,227.00	\$ -	\$ 146,227.00	January 11, 2007	November 24, 2010	90%
AECOM	GRANULAR MATERIAL AND VEHICLE STORAGE FACILITY AT THE DUPAGE PUMPING STATION ENGINEERING	\$ 177,540.00	\$ -	\$ 177,540.00	June 13, 2007	November 11, 2009	95%

AECOM	DUPAGE COUNTY METER/PRESSURE ADJUSTING STATIONS 9A/9B ENGINEERING	\$	162,680.00	\$	-	\$	162,680.00	December 12, 2008	April 15, 2010	100%
AECOM	WINFIELD METER/PRESSURE ADJUSTING STATIONS 17B	\$	71,700.00	\$	-	\$	71,700.00	June 9, 2006	September 21, 2010	42%