



# DuPage Water Commission

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## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, MARCH 11, 2010  
7:30 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call  
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
  - A. Regular Meeting of February 11, 2010  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Minutes of the February 11, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- B. Executive Session of February 11, 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 February 11, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).**

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

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

- VI. Committee Reports
  - A. Administration Committee
    - No meeting held

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.

## B. Engineering &amp; Construction Committee

- No meeting held

## C. Finance Committee

- No meeting held

## VII. Chairman's Report

## VIII. Omnibus Vote Requiring Majority Vote

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

## A. Resolution No. R-11-10: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the March 11, 2010, DuPage Water Commission Meeting

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

## B. Resolution No. R-12-10: A Resolution Awarding a Contract for the Construction of Winfield Meter Station 27B (Contract MS-17/10)

(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-13-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the March 11, 2010, DuPage Water Commission Meeting

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

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

## X. Old Business

## A. Directing Use of Funds for Construction Payments (Memo of February 15, 2010)

**RECOMMENDED MOTION: To direct Commission staff to fund construction payments that cannot be made from proceeds of a debt issue from Sales Tax revenues or Water Fund Depreciation Account balances (Roll Call).**

## XI. New Business

## A. Confirming Disbursements for Medical, Dental, and Workers Compensation Insurance Premium Payments

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

**RECOMMENDED MOTION:** To confirm that disbursements for Medical, Dental, and Workers Compensation Insurance premiums are included with the exception from prior Board approval for “disbursements for payroll related taxes, contributions, and payments” in Section 2 of Article IX of the Commission’s By-Laws (Roll Call).

OR

**RECOMMENDED MOTION:** To ratify disbursements made on February 23, 2010, to Blue Cross/Blue Shield of Illinois in the amount of \$44,972.33 for the March 2010 Health Insurance premium payment and on February 26, 2010, to Illinois Public Risk Fund in the amount of \$19,192.00 for the January 2010 and February 2010 Workers Compensation Insurance premium payment (Roll Call).

**B. Authorizing Negotiations for Short Term Financing**

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

**RECOMMENDED MOTION:** To authorize the negotiation of a not-to-exceed \$40 million one year debt certificate with The Northern Trust Company for recommendation to the board (Roll Call).

**C. Retain Bond Counsel**

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

**RECOMMENDED MOTION:** To retain the services of Chapman and Cutler LLP as Bond Counsel for the proposed short-term financing at a cost of \$19,500.00 (Roll Call).

**D. Retain Financial Advisor**

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

**RECOMMENDED MOTION:** To retain the services of Public Sector Group, Inc. as Financial Advisor for the proposed short-term financing at a cost of \$5,000.00 (Roll Call).

**E. Purchase Order No. 12081 to HSQ Technology in the amount of \$8,800.00**

**RECOMMENDED MOTION:** To approve Purchase Order No. 12081 in the amount of \$8,800.00 to HSQ Technology (Roll Call).

**F. Purchase Order No. 12074 to HSQ Technology in the amount of \$6,300.00**

**RECOMMENDED MOTION:** To approve Purchase Order No. 12074 in the amount of \$6,300.00 to HSQ Technology (Roll Call).

XII. Accounts Payable

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

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$xx, 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 \$xx, 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, FEBRUARY 11, 2010  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman S. Louis Rathje at 7:32 P.M.

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

Commissioners Absent: W. Murphy and A. Poole

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

**PUBLIC COMMENTS**

Debra Fulks, Glen Ellyn, Illinois, read a prepared statement by DuPage United expressing concern that the Commissioners, being municipal and county leaders, should be taking a more impartial role when discussing increasing the water rate for FY 2010-11 Budget and that the Commission should be working towards financial stability without using sales taxes as a crutch.

Chairman Rathje changed the order of business at the meeting to hold an Executive Session before the approval of minutes in order to have Attorney Chris Gair of Jenner & Block report on the status of the forensic audit investigation.

**EXECUTIVE SESSION**

Commissioner Maio moved to go into Executive Session to discuss personnel pursuant to 5 ILCS 120/2(c)(1) and (2) and to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy and A. Poole

The Board went into Executive Session at 7:38 P.M.

Commissioner Maio moved to come out of Executive Session at 7:52 P.M. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**APPROVAL OF MINUTES**

Commissioner Elliott moved to approve the Minutes of the January 14, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Zay moved to approve the Minutes of the First Executive Session of the January 14, 2010 Regular Meeting, the Minutes of the Second Executive Session of the January 14, 2010 Regular Meeting, the Executive Session Minutes of the October 8, 2009 Regular Meeting, the Executive Session Minutes of the November 12, 2009 Regular Meeting, the Executive Session Minutes of the November 23, 2009 Special Meeting, the Executive Session Minutes of the December 10, 2009 Regular Meeting, and the Executive Session Minutes of the December 17, 2009 Special Meeting of the DuPage Water Commission. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER'S REPORT**

Chairman Rathje asked Former Financial Administrator Skiba to present the Treasurer's Report for the month of January 2010 which showed receipts of \$5,754,743.76, disbursements of \$8,987,906.42, and a cash and investment balance of \$68,846,858.39.

Commissioner Zeilenga confirmed with Former Financial Administrator Skiba that two CDs were cashed in, and that the property tax abatement had been made.

Commissioner Mueller moved to accept the January 2010 Treasurer's Report. Seconded by Commissioner Mathews and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Bennington asked Commissioner Zeilenga if staff and Commissioner Zeilenga were moving toward providing additional data in the Treasurer's Report. Commissioner Zeilenga responded that he would advise the Board of his recommendations during the budget report later in the meeting.

**COMMITTEE REPORTS**

**Administration Committee**

No meeting

**Engineering & Construction Committee – Reported by Commissioner Maio**

Commissioner Maio reported that the Engineering & Construction Committee reviewed and recommended for approval all items on the Engineering & Construction Agenda. Commissioner Maio added that all projects are on schedule and budget, but alerted Commissioners to a potential issue with incomplete and late shop drawing submittals on the Lexington project, noting that staff is working toward resolving the issue and will be preparing a report for the Committee to review in March or April.

**Finance Committee – Reported by Commissioner Mathews**

Commissioner Mathews reported that the Finance Committee reviewed and recommended for approval all items on the Finance Agenda, including the amended Accounts Payable and Resolution No. R-10-10.

After Commissioner Mathews concluded his report, Former Financial Administrator Skiba advised that due to personal and professional obligations his hours of availability going forward would be limited to 15 to 30 hours per week depending upon the urgency of the finance related items, noting for example that the March Financial Report would probably not be submitted on time. It was then suggested by Former Financial Administrator Skiba that the Commission consider hiring an additional temporary accounting supervisor to handle the day-to-day tasks, adding that once a permanent Financial Administrator is in place, he would be able to transition the person as well as assist on an as needed basis thereafter.

**CHAIRMAN'S REPORT**

Chairman Rathje reported that on January 26<sup>th</sup>, the Regional Water Supply Planning Group approved its final report regarding water distribution for eleven counties. Chairman Rathje noted that the final report was the culmination of three years of effort to complete and expressed his appreciation for the Commission's support.

Commissioner Elliott asked if the Commissioners will be getting a copy of the final report to which General Manager Martin replied that a substantially final report had already been distributed to all Commissioners. After which, Commissioner Bennington was the only Commissioner that requested a copy of the final report.

**MAJORITY OMNIBUS VOTE AGENDA**

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

Commissioner Mueller moved to approve Resolution No. R-8-10: A Resolution Approving and Authorizing the Execution of the City of Elmhurst Wireless Radio Alarm Lease. Seconded by Commissioner Maio and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy and A. Poole

With respect to Resolution No. R-10-10, Commissioner Zay suggested that the resolution be changed to require the signature of at least one of the following staff members—the General Manager, the Financial Administrator, or the Staff Attorney—and the signature of at least one of the following Board officers—the Chairman, the Treasurer, or the Finance Committee Chairman—for wire transfers instead of two signatures from among any of those officers and employees as Resolution No. R-10-10 was currently drafted. Commissioner Zay asked how the other Commissioners felt regarding the idea, noting that DuPage County requires all seven finance members to sign off on items for precautionary reasons and to provide the Board with full knowledge of what staff is doing. Commissioner Zay concluded his remarks by stating that Resolution No. R-10-10 was the first one of its nature and that he would be requesting similar changes for the Commission's various financial authority resolutions and By-Laws.

Commissioner Elliott referred the Board back to the January meeting, noting that much discussion was geared towards what General Manager Martin's new spending authority would be with and without prior Board approval and asked if Resolution No. R-10-10 changes anything that the Board previously established. General Manager Martin advised that it did not.

Chairman Rathje asked staff if wire transfers were limited to transfers between Commission accounts. Former Financial Administrator Skiba responded that wire transfers are mostly done between Commission accounts. Staff Attorney Crowley advised, however, that the Board has adopted numerous exceptions to the general restriction that wire transfers be limited to transfers between Commission accounts, as cited in Resolution No. R-10-10 by reference to various policy modification resolutions. General Manager Martin noted that the exceptions excluded vendors and were limited to transfers mandated by law or by regulatory agencies like the U.S. Treasury and the Illinois Municipal Retirement Fund (IMRF). Staff Attorney Crowley clarified, that while vendors may not have been paid by wire transfer in practice, the Board had adopted an exception for vendor payments as well as exceptions for many other non-mandatory wire transfer payments such as State of Illinois taxes.

Commissioner Chaplin inquired as to why there is a need for wire transfers between Commission accounts. Former Financial Administrator Skiba responded that even though the transfer of funds is between Commission accounts, wire transfers are needed when the accounts are held at different financial institutions. Commissioner Chaplin asked if it was possible to write checks instead of making wire transfers.



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Former Financial Administrator Skiba answered that for Illinois Municipal Retirement Fund and Federal taxes, checks are not accepted.

Commissioner Zay stated that the Commission needed a check and balance on every financial transaction, and that he did not want staff to be able to complete a money transfer like the \$3MM transfer made in the fall 2009. Former Financial Administrator Skiba advised that the "transfer" Commissioner Zay was referring to was not a wire transfer nor even a transfer of funds but, rather, an accounting entry.

Commissioner Hartwig agreed that staff should not be able to make wire transfers to vendors without a second Board signature.

Commissioner Chaplin agreed with Commissioner Zay regarding the need for a Board signature on wire transfers, noting that the failure to require a Board signature on wire transfers could have been a contributing factor in the Commission's current financial situation. Commissioner Chaplin then inquired as to who had check signing authority. Staff Attorney Crowley replied any two of the following six individuals could sign checks: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, or the Staff Attorney.

Commissioner Elliott commented that he agreed with Commissioner Zay but only where there was no prior Board approval or direction in place. Former Financial Administrator Skiba responded that most of the wire transfers the Commission makes are to fund accounts as and when required to be funded by Commission Bond Ordinances. Commissioner Elliott followed up by asking whether there is any Commissioner involvement required before a wire transfer is made, and both the General Manager and the Staff Attorney advised that there was no such requirement.

Commissioner Zay asked staff what exactly was being changed in the Wire Transfer Policy since Resolution No. R-10-10 did not show redlined revisions. Staff Attorney Crowley highlighted the changes, noting that the third lower cased roman numeral added the condition for two signatures and that the policy had been strengthened to more clearly restrict staff to adhere to the two existing limitations as well as to the proposed third limitation.

Commissioner Mathews asked if there could ever be a situation where a wire transfer would need less than a 24 hour notice. Former Financial Administrator Skiba answered that it would be a rare occurrence, noting that unless something needed correcting, wire transfers usually have a two day notice.

Commissioner Mathews suggested expanding the signatory list in case all appointed signatories are unavailable. Commissioner Zay stated that there should be some type of memo that can be faxed to the designated signatory for authorization and sent back.

Commissioner Zeilenga asked staff whether the recent By-Law amendment requiring Board approval of disbursements in excess of \$5,000 would apply to transfers between Commission accounts such as a \$1MM transfer from the Illinois Funds to a Revenue Bond account, and the General Manager, Former Financial Administrator Skiba, and the

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Staff Attorney all advised that the By-Law limitation would not apply because transfers within Commission accounts were not disbursements.

Commissioner Hartwig stated that the Board cannot solve problems before they know what the problems are and suggested instead, that after the report on the forensic audit comes back from Jenner & Block, the Board could then consider and put in place the necessary controls.

Commissioner Maio moved to table, indefinitely, the approval of Resolution No. R-10-10: A Resolution Amending the Wire Transfer Policy. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy and A. Poole

**SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA**

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

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

Nays: None

Absent: W. Murphy and A. Poole

Item 1: Resolution No. R-6-10: A Resolution Approving and Authorizing the Execution of a Master Contract with AECOM Technical Services, Inc. for Professional Engineering Services—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-7-10: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the February 11, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-9-10: A Resolution Approving and Ratifying Certain Contract Change Orders at the February 11, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

**OLD BUSINESS**

None

**NEW BUSINESS**

Commissioner Mathews moved to suspend the verbatim records procedures of the Commission's By-Laws to allow, and to ratify the allowance of, Jenner & Block to listen to and have custody of the verbatim records of the 11/13/08, 1/8/09, 9/10/09, 10/8/09, and 11/18/09 closed meetings of the Board of Commissioners until rescinded or reversed. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy and A. Poole

Chairman Rathje called on Former Financial Administrator Skiba, General Manager Martin, and Commissioner Zeilenga to discuss the Draft Management Budget.

Commissioner Zeilenga began by explaining various handouts that were distributed at the meeting. The first handout related to DPWC Monthly Cash/Operating Report. During the discussion, the following observations were made:

- Starting January 1<sup>st</sup>, the Commission has been losing approximately \$2 million per month due to the fact that the Commission is selling water for less than it is being purchased,
- The Commission is obligated to payout \$24,811,564 over the next several months for current construction obligations, and
- \$36,509,742 is needed to pay the rest of the construction costs and reserve replenishment.

Next, Commissioner Zeilenga referred to three other handouts that were distributed for discussion regarding three potential options for water rate increases over a 5-year projected budget period involving:

- Option 1: Version 3-A, which offers a water rate increase from the current \$1.72 to \$2.01 (17%) per 1,000 gallons
- Option 2: Version 3-B, which offers a water rate increase from the current \$1.72 to \$2.08 (21%) per 1,000 gallons
- Option 3: Version 3-C, which offers a water rate increase from the current \$1.72 to \$2.21 (28%) per 1,000 gallons

During the discussion, the following assumptions in the materials presented were noted:

- The calculations on the charts do not take into account new construction or inflation

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- The calculations on the charts reflect constant Chicago water rates after 2011, but assumed that any increase in Chicago water rates would be passed through dollar for dollar
- The calculations on the charts reflect flat sales tax revenues and operating expenses but assumed any increase in operating expenses would be passed through dollar for dollar after 2011

When asked for his preference, Commissioner Zeilenga stated that his preference was for Option 2: Version 3-B with its \$2.5MM in construction in each of the next five years, but that he could easily support Option 3: Version 3-C. Commissioner Chaplin asked whether the Commission would be charging what it costs. Commissioner Zeilenga responded yes and no, noting that the rates take into account the approximately \$28MM in sales taxes the Commission collects annually. In response to Commissioner Chaplin's questions, Staff Attorney Crowley advised that the Commission was authorized to use sales tax proceeds for any of its corporate purposes.

Commissioner's Chaplin and Zay both agreed that the budget should be slashed. Commissioner Zeilenga agreed that the Commissioners should look at the expense budget, but noted there was very little leverage because the bulk of the Commission's expense budget related to water purchases, debt service, and committed construction.

Commissioner Maio pointed out that Commissioner Zeilenga's preference is Option 2: Version 3-B with a water rate increase to \$2.08. Commissioner Maio noted that when the Commission first started in 1992 the rate was at \$1.95, which is not much of a difference from the three options being proposed, and further noted that if the Commission chooses to increase the water rates to \$2.21, then the Commission's goals will be achieved sooner and at lower risk.

Commissioner Chaplin asked if there would be any problems with the Commission getting another short term loan. Commissioner Zeilenga replied that there should be no problem as Northern Trust still keeps in contact. Commissioner Chaplin followed up by asking if the Commission charged a higher water rate whether the Commission could then borrow less. Commissioner Zeilenga answered that while a reduced borrowing was an option with a higher water rate, he would still recommend borrowing at a higher level in order to obtain a faster "recovery" and better position the Commission in the long-term bond financing market for more favorable terms and ratings.

Commissioner Saverino asked when the Commissioners would be able to go over the budget in detail and discuss cutting out some items. Commissioner Zay suggested holding a special budget meeting with department heads present to defend their proposed budgeted items.

General Manager Martin stated that the draft budget needs to be ready by March 1<sup>st</sup> for the Commission's customers and needs to include a tentative rate for the Operations and Maintenance Costs component of the water rate and an estimate of the Fixed Costs component of the water rate. General Manager Martin added, however, that the budget ultimately adopted by the Board could be entirely different from the budget distributed to the customers so long as the rate for Operation and Maintenance Costs was not

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exceeded (unless a hearing of the Charter Customers on such higher price is held upon 21 days' advance notice).

Commissioner Elliott then noted that the Agenda calls for the Board to consider the budget first, then discuss the \$40 million loan, and finally discuss the water rate. At which point, Chairman Rathje polled the Commissioners as to their preference for discussing the budget or the water rate first.

Commissioner Maio stated that the water rate should be discussed first and the budget at the next meeting.

Commissioner Hartwig stated that the water rate should be discussed at this meeting and that he was in agreement with Commissioner Zeilenga with Option 2: Version 3-B at an increased rate of \$2.08, further stating that times are tough and a moderate increase would be the best.

Commissioner Chaplin stated that she would prefer to go with Option 3: Version 3-C with an increased rate of \$2.21.

Commissioner Elliott stated that his primary concern is the lag between Chicago's rate increases and the Commission's and that if the Commission did not plan to change its rates as and when Chicago did, then the minimum rate should be Option 2: Version 3-B (\$2.08) to get ahead of Chicago. Commissioner Elliott added that even though the higher option would be best, he didn't think raising the water rate that high would be fair to the customers.

Commissioner Mueller stated that he would prefer to go with Option 2: Version 3-B with an increased rate of \$2.08 and further stated that with water conservation, water purchasing was dropping down by \$7 million, and the Commission needed to look closely at other adjustments.

After Commissioner Bennington confirmed that any action taken at this meeting regarding rates would be tentative at best, he stated that his preference would be Option 3: Version 3-C with an increased rate of \$2.21.

Commissioner Saverino stated that he would prefer to go with Option 3: Version 3-C with an increased rate of \$2.21, noting that staff previously assured the Board about a year ago that any shortfall due to the time lag in changing rates was made up on the back end but the materials presented at the meeting suggested that the shortage cannot be made up on the back end.

Commissioner Zay stated that he would prefer to go with Option 3: Version 3-C with an increased rate of \$2.21, noting that the Commission could always lower the rate but cannot continue to lose \$2 million per month.

Commissioner Zeilenga stated again that he would prefer to go with Option 2: Version 3-B with an increase of \$2.08, but he does not have a problem going with Option 3: Version 3-C with an increased rate of \$2.21.

Commissioner Mathews stated he preferred Option 2: Version 3-B with an increased rate of \$2.08, but asked for clarification as to whether Commissioner Saverino's statement that the time lag shortage cannot be made up on the back end.

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Commissioner Zeilenga responded that the City of Chicago increases their water rate beginning January 1<sup>st</sup>, a four month problem which Option 1: Version 3-A does not address but Option 2: Version 3-B does in fiscal year 2011-2012. Commissioner Zay responded that the Commission needs to charge a rate that enables the Commission to break even in the 2010-2011 fiscal year.

Commissioner Saverino stated that Commissioner Mueller was right about the water conservation statement, adding that more buildings and homes are becoming vacant and abandoned and that this is another reason why water use is decreasing.

Commissioner Maio stated that back in 1992 the rate was \$1.95 per 1,000 gallons and now the economy is bad, adding that the \$2.21 rate will address the Commission's problems faster. Commissioner Maio also noted that he lives in Itasca and his water bill is \$48 per month and that the water bill for his house in Scottsdale that is not being lived in is \$94 per month, so a \$2.21 water rate is still a good bargain.

Commissioner Hartwig moved to notice a budget hearing for the Commission's Charter Customers using a tentative combined water rate of \$2.08 (Option 2: Version 3-B). Seconded by Commissioner Mueller and was approved by a Roll Call Vote:

Ayes: T. Elliott, L. Hartwig, G. Mathews, W. Mueller, D. Zeilenga, and L. Rathje

Nays: T. Bennington, E. Chaplin, W. Maio, F. Saverino, J. Zay

Absent: W. Murphy and A. Poole

Commissioner Zay stated that he disagreed with the outcome of the vote and that the Commission was gambling once again with its finances. Commissioner Zay concluded his remarks by noting that the rate could always be lowered if things turn out better than expected, and that a rate of \$2.21 is a good number.

Commissioner Maio moved to take a 10 minute recess. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Board took a 10 minutes recess at 9:32 P.M.

After the Board reconvened at 9:42 P.M., General Manager Martin suggested holding a special meeting to conduct a detailed review of the budget as soon as possible and before the March 1 budget distribution date to the Commission's customers. Commissioner Hartwig disagreed, noting that because the budget could be revised at will, the Commission should distribute the draft as presented (except for the tentative \$2.08 rate change) and Commissioners Maio, Chaplin, Elliott, Mueller, Saverino, and Zeilenga agreed with Commissioner Hartwig.

Commissioner Hartwig moved to distribute the Fiscal Year 2010-2011 Draft Management Budget to Commission Customers as presented but with a combined

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water rate of \$2.08 per 1,000 gallons, comprised of \$1.84 per 1,000 gallons for the Operations and Maintenance Costs component of the water rate and an average rate of \$0.24 per 1,000 gallons for the Fixed Costs component of the water rate. Seconded by Commissioner Zay and was approved by a Roll Call Vote:

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

Nays: T. Bennington, E. Chaplin, F. Saverino, and J. Zay

Absent: W. Murphy and A. Poole

Commissioner Maio stated for the record that even though he voted in favor of distributing the draft budget to customers, he will not be supporting the \$2.08 water rate.

Chairman Rathje suggested holding a special budget meeting on Thursday, February 25<sup>th</sup>. Commissioner Zeilenga countered that with the draft budget being approved for distribution, the Commission's next budget deadline was May 1 and, therefore, suggested keeping the March and April regularly scheduled meetings for the budget discussions.

General Manager Martin stated that if the Board discussed the budget before the March 1<sup>st</sup> submittal to the customers, it would more closely resemble the final actual budget. Commissioner Zeilenga disagreed with the importance of having a close to final budget distributed to the customers, stating that the next regular meeting would be a better time to discuss the budget.

Commissioner Hartwig suggested having a Committee of the Whole meeting instead of committee meetings at the next regular Commission meeting to discuss the budget in detail, and Chairman Rathje announced that it was the consensus of the Commissioners to hold a Committee of the Whole meeting at 6:00 P.M. on March 11, 2010.

### **ACCOUNTS PAYABLE**

General Manager Martin stated that there are two accounts payable for invoices that have been received that need to be approved: One that was included in the Board packet and one that was distributed at the meeting.

Commissioner Mueller moved to approve the Accounts Payable in the amount of \$11,413,996.37, subject to submission of all contractually required documentation, for invoices that have been received. Seconded by Commissioner Mathews.

Commissioner Bennington stated he will be returning the Commissioner's salary check issued to him in the amount of \$150 back to the Commission, after General Manager Martin confirmed that the \$150 represented the period when Commissioner Bennington was not a County Board member.

## Minutes of the 2/11/10 Meeting

Commissioner Zay asked where the epoxy flooring was being used. Manager of Water Operations McGhee replied that it was for the generator building but was not included as part of the generator construction contract.

Commissioner Zay stated that his wife works at an office supply store and does not spend as much money as the Commission does. General Manager Martin replied that the Commission owns three copiers and they each have a maintenance agreement. Manager of Water Operations McGhee added that the Toshiba copier/scanner/printer is out of service more than it is working.

Commissioner Zay questioned the charge from Royal Graphics Printers. Manager of Water Operations McGhee answered that the Commission buys ink cartridges from them for printers. Commissioner Zay then questioned the charge from Total Fire & Safety, and Manager of Water Operations McGhee explained that the Commission currently has 70 fire extinguishers which need to be inspected annually.

Commissioner Chaplin stated that staff spent \$2,100 on office supplies and inquired if they were little items being reordered over and over again, noting that General Manager Martin needs to get the ordering of office supplies under control and to be aware of what is being ordered on a regular basis. Manager of Water Operations McGhee replied that the \$2,100 is not for a single item and that if any of the Commissioners have a question about a specific receipt, the records were at the meeting and he would be able to look it up and discuss it. Commissioner Chaplin then questioned if staff has been buying a lot of pens and batteries that she had remembered were purchased in large quantities only two years ago.

Commissioner Zay stated that he knew staff was bundling cell phone bills, but asked that staff to look into AT&T and Comcast at the next renewal. General Manager Martin replied that staff compared Verizon wireless and Nextel and Nextel had the better deal. Commissioner Zay then stated that staff should go out for bids for internet service. General Manager Martin replied that staff evaluated the contract every year. Commissioner Zay then asked if staff can send Board packets to the Commissioners on Thursday night for delivery on Friday instead of Saturday morning to avoid high FedEx costs. General Manager Martin replied that staff had used US mail priority in the past and the Commissioners were not receiving their packets until Monday or Tuesday of the next week.

Commissioner Chaplin questioned why there was a computer charge. Manager of Water Operations McGhee responded that two of the Commission's oldest computers, which were used by the Former Financial Administrator and Facilities Construction Supervisor Bostick, were replaced.

Commissioner Zay questioned the Holland & Knight charge noting that services rendered were related to Freedom of Information Act requests. Staff Attorney Crowley responded that they also handled personnel and litigation matters, but that the Commission had received their bill for January services which was approximately \$500.



Minutes of the 2/11/10 Meeting

There being no further questions, the motion to approve the Accounts Payable in the amount of \$11,413,996.37, subject to submission of all contractually required documentation, for invoices that have been received was unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy and A. Poole

General Manager Martin then reviewed the second accounts payable in the amount of \$121,263.60 for invoices that have been received, stating that the Commission could incur late charges if they were not approved at this Board meeting.

Commissioner Mathews moved to approve the Accounts Payable in the amount of \$121,263.60, subject to submission of all contractually required documentation, for additional invoices that have been received. Seconded by Commissioner Maio.

Commissioner Maio inquired about the purchase of coffee and coffee related items, and General Manager Martin responded that those goods are used by visitors as well as employees.

Commissioner Bennington confirmed with General Manager Martin that the A.J. Gallagher invoice relates to bonds for the Commissioners, the Treasurer, and the General Manager and that A.J. Gallagher refused to allow monthly installment payments. Commissioner Bennington then stated that in the A.J. Gallagher letter there were different expiration dates for the various bonds. Former Financial Administrator Skiba replied that the bonds for the Treasurer and the General Manager expire February 9<sup>th</sup> or 10<sup>th</sup> and the bonds for the Commissioners expire March 1<sup>st</sup>. Commissioner Bennington then asked if the bonds were required by statute, and Staff Attorney Crowley replied that they were.

Commissioner Bennington then questioned the statement in the A.J. Gallagher letter that the bonds might be cancelled if audited financials for fiscal year 2008-2009 were not submitted by April 2010. General Manager Martin replied that if the bonds were to be cancelled, then the Commission would be refunded the applicable pro rata portion of the premium.

Commissioner Zay then asked what the plan was for completing the fiscal year 2008-2009 audit. General Manager Martin stated that because of the on-going Jenner & Block forensic audit, he was instructed not to have any contact with the Commission's prior auditors. Commissioner Zay then asked Commissioner Elliott to expedite getting direction from Jenner & Block regarding completion of the fiscal year 2008-2009 audit.

## Minutes of the 2/11/10 Meeting

Commissioner Bennington noted that his issue was more that the condition for submission of audited financials for fiscal year 2008-2009 by April 2010 was not highlighted in the accounts payable but, rather, by separate letter, and that the Commissioners should have been notified earlier. General Manager Martin replied that it had taken over a month to obtain the renewals, and the Board was advised as soon the renewal confirmation had been obtained.

There being no further questions, the motion to approve the Accounts Payable in the amount of \$121,263.60, subject to submission of all contractually required documentation, for additional invoices that have been received was approved by a Roll Call Vote:

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

Nays: T. Bennington

Absent: W. Murphy and A. Poole

Commissioner Mathews moved to approve the Accounts Payable in the amount of \$378,100.00, subject to submission of all contractually required documentation, for invoices that have not yet been received, but have been estimated. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: W. Murphy and A. Poole

Commissioner Hartwig moved to adjourn the meeting at 10:12 P.M. Seconded by Commissioner Maio and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION  
 TREASURER'S REPORT  
 February 28, 2010

REVENUE	CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL FY 2010	
WATER SALES	3,438,705.32	41,133,240.56	
SALES TAXES	2,429,171.87	23,670,053.23	
INVESTMENT INCOME	(24,855.44)	596,793.44	
PROCEEDS OF DEBT ISSUED	0.00	30,000,000.00	
OTHER INCOME	458,627.81	485,695.83	
<b>TOTAL REVENUE</b>	<b>6,301,649.56</b>	<b>95,885,783.06</b>	
<b>EXPENSES</b>			
PERSONAL SERVICES	276,501.66	3,250,220.51	
CONTRACTUAL SERVICES	204,581.03	880,377.51	
INSURANCE	122,181.50	637,872.25	
ADMINISTRATIVE COSTS	67,410.83	461,234.55	
WATER SUPPLY COSTS	4,789,466.15	48,376,213.97	
BOND PRINCIPAL & INTEREST	0.00	14,688,075.00	
LAND AND RIGHT OF WAY	0.00	0.00	
CAPITAL OUTLAY	1,550.00	29,024.61	
<b>TOTAL OPERATING EXPENSES</b>	<b>5,461,691.17</b>	<b>68,323,018.40</b>	
CONSTRUCTION/CAPITAL CONTRIBUTIONS	5,904,357.05	32,481,768.79	
<b>TOTAL EXPENSES</b>	<b>11,366,048.22</b>	<b>100,804,787.19</b>	
<b>NET FUND TRANSACTIONS</b>	<b>(5,064,398.66)</b>	<b>(4,919,004.13)</b>	
BEGINNING BALANCE	0.00	68,701,463.86	
<b>ENDING BALANCE</b>	<b>(5,064,398.66)</b>	<b>63,782,459.73</b>	
<b>FUNDS CONSIST OF:</b>			
	February 28, 2010	April 30, 2009	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT BANK ONE	0.00	7,525.91	(7,525.91)
CASH AT MB FINANCIAL LOCK BOX	120,151.90	78,174.37	41,977.53
CASH AT HARRIS BANK	94,815.83	176,079.56	(81,263.73)
<b>TOTAL CASH</b>	<b>215,767.73</b>	<b>262,579.84</b>	<b>(46,812.11)</b>
ILLINOIS FUNDS MONEY MARKET	28,171,084.62	15,073,069.69	13,098,014.93
ILLINOIS FUNDS PRIME FUND	0.00	18,398,355.95	(18,398,355.95)
GOVERNMENT MONEY MARKET FUNDS	27,464.86	14,203,059.24	(14,175,594.38)
U. S. TREASURY INVESTMENTS	35,368,142.52	12,264,399.14	23,103,743.38
U. S. AGENCY INVESTMENTS	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.00	8,500,000.00	(8,500,000.00)
<b>TOTAL INVESTMENTS</b>	<b>63,566,692.00</b>	<b>68,438,884.02</b>	<b>(4,872,192.02)</b>
<b>TOTAL FUNDS</b>	<b>63,782,459.73</b>	<b>68,701,463.86</b>	<b>(4,919,004.13)</b>
	February 28, 2010	April 30, 2009	% CHANGE
ILLINOIS FUNDS MONEY MARKET	44.3%	22.0%	86.9%
ILLINOIS FUNDS PRIME FUND	0.0%	26.9%	-100.0%
GOVERNMENT MONEY MARKET FUNDS	0.1%	20.8%	-99.8%
U. S. TREASURY INVESTMENTS	55.6%	17.9%	188.4%
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A
CERTIFICATES OF DEPOSIT	0.0%	12.4%	-100.0%
<b>TOTAL FUNDS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-7.1%</b>

DRAFT-2

3/2/2010 DPWC MONTHLY CASH/OPERATING REPORT

DRAFT-2

	TARGETED Reserve/Cash Amount-Needed	12/31/2009		1/31/2010		2/28/2010	
		Amount On Hand	Amount Needed	Amount On Hand	Amount Needed	Amount On Hand	Amount Needed
TABLE 1	A	B	D	E	G	H	I
<b>RESERVE ANALYSIS</b>							
A. Cash -Reserve ( Change Resolution From Three months to Two Months)	\$ 13,000,000	\$ 8,000,000	\$ 5,000,000	\$ 8,000,402	\$ 4,999,598	\$ 8,000,992	\$ 4,999,008
B. Cash -Available for General use	\$ -	\$ 15,192,946	\$ (15,192,946)	\$ 13,312,644	\$ (13,312,644)	\$ 9,848,466	\$ (9,848,466)
C. Depreciation Reserve	\$ 5,000,000	\$ 1,992,831	\$ 3,007,169	\$ 1,993,003	\$ 3,006,997	\$ 1,993,150	\$ 3,006,850
D. O+M Account (One MO-A/P-+ Next Month-Est \$6.5M Mo)	\$ 13,000,000	\$ 11,442,531	\$ 1,557,469	\$ 9,498,363	\$ 3,501,637	\$ 7,324,736	\$ 5,675,264
E. O+M Reserve-Revenue Bond (Two MO Operating at est. \$6.5M Mo.)	\$ 13,000,000	\$ -	\$ 13,000,000	\$ -	\$ 13,000,000	\$ -	\$ 13,000,000
<b>TOTAL SUMMARY CASH + RESERVE ANALYSIS</b>	<b>\$ 44,000,000</b>	<b>\$ 36,628,308</b>	<b>\$ 7,371,692</b>	<b>\$ 32,804,412</b>	<b>\$ 11,195,588</b>	<b>\$ 27,167,344</b>	<b>\$ 16,832,656</b>
F. CURRENT CONSTRUCTION OBLIGATIONS-2009/10 CARRY OVER	\$ 37,597,664		\$ 28,954,592		\$ 24,811,564		\$ 18,997,230
<b>COMBINED TOTAL TABLE 1 RESERVE AND CONSTRUCTION</b>	<b>\$ 81,597,664</b>	<b>\$ 36,628,308</b>	<b>\$ 36,326,284</b>	<b>\$ 32,804,412</b>	<b>\$ 36,007,152</b>	<b>\$ 27,167,344</b>	<b>\$ 35,829,886</b>

TABLE 2  
OTHER CASH

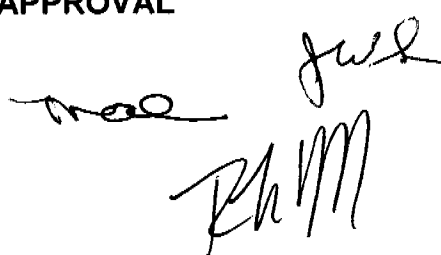
G. Revenue Bond Reserve (EA. month from operating budget approx \$0.6M)	\$ 12,175,219	\$ 9,849,162	\$ 2,326,057	\$ 10,439,895	\$ 1,735,324	\$ 11,012,565	\$ 1,162,654
H. GO Bond-FY-2010 Payment (Completed in March-2010)	\$ 12,483,138	\$ 12,483,138	\$ -	\$ 12,483,138	\$ -	\$ 12,483,138	\$ -
I. GO Bond 2011 Payment-Final Payment (Completed-March-2011)	\$ 13,119,413	\$ 13,119,413	\$ -	\$ 13,119,413	\$ -	\$ 13,119,413	\$ -
<b>TOTAL TABLE 2-OTHER CASH</b>	<b>\$ 37,777,770</b>	<b>\$ 35,451,713</b>	<b>\$ 2,326,057</b>	<b>\$ 36,042,446</b>	<b>\$ 1,735,324</b>	<b>\$ 36,615,116</b>	<b>\$ 1,162,654</b>

TABLE 3--DEBT

J. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 82,090,000
K. WEST SUBURBAN BANK-DUE DEC-2010 (OR RENEW/REFINANCE)	\$ 30,000,000

DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the March 11, 2010, DuPage Water Commission Meeting  Resolution No. R-11-10	<b>APPROVAL</b> 	
Account No.: Task Order No. 16 -- 01-60-6632 (Not to Exceed \$7,000.00)			
<p>The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-11-10 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 16: Annual Servicing of Standpipe Rectifiers</b></p> <p>Approval of this Task Order would authorize EN Engineering to provide annual inspection, maintenance, and adjustment services for the existing cathodic protection rectifiers at Owner's five standpipes. The not to exceed cost of this Task Order is \$7,000.00.</p>			
<b>MOTION:</b> To approve Resolution No. R-11-10.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-11-10

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDERS UNDER A MASTER CONTRACT  
WITH EN ENGINEERING, LLC AT THE  
MARCH 11, 2010, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with EN Engineering, LLC (the "Consultant") dated December 12, 2006, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Consultant, that the circumstances said to necessitate the Task Orders were

Resolution No. R-11-10

not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## TASK ORDER NO. 16

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Annual Servicing of Standpipe Rectifiers

Provide annual inspection, maintenance, and adjustment services for the existing cathodic protection rectifiers at Owner's five standpipes.

2. **Services of Consultant:**

A. Basic Services:

1. Inspect, test, and clean the existing cathodic protection rectifiers, including controls, meters, contacts, wiring and connections, at Owner's five standpipes listed below:

- Standpipe No. 1, Roselle
- Standpipe No. 2, Glendale Heights
- Standpipe No. 3, Naperville
- Standpipe No. 4E, Lisle Township
- Standpipe No. 4W, Lisle Township

Replace fuses as required.

2. Test and adjust the rectifier systems at all five of Owner's standpipes, including but not limited to the following:
  - Tank-to-water potential profile within each tank to monitor and verify effectiveness of system.
  - Electrical measurements to test anode and reference cells.
  - Adjust systems for optimum corrosion control on submerged metal surface of tank.



3. Replace the aircraft warning lights at all five of Owner's standpipes. Owner will supply the aircraft warning lights.
4. Prepare, for review and approval by Owner, a report summarizing the results of the foregoing for each separate standpipe, including all data obtained, evaluation of data obtained, and operating recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date:**

March 12, 2010

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Ron Turner	630.353.4037
Kristi Roe	630.353.4024

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$7,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements:**

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that Owner has designated its standpipes as permit-required confined spaces because the spaces are confined and enclosed and subject to the accumulation of hazardous substances or toxic or flammable contaminants or have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress, and permit space entry shall be only through compliance with a permit space program meeting the requirements of OSHA and other applicable law. Owner will inform Consultant of the precautions and procedures that Owner has implemented for the protection of Owner's employees in or near the Work site or sites where Consultant's personnel will be working. Consultant shall inform Owner of the precautions and procedures that Consultant has implemented for the protection of Consultant's employees in or near the standpipes, including the permit space program that Consultant will follow and of any hazards confronted or created in permit spaces. When both Consultant and Owner personnel will be working simultaneously in or near permit spaces, Owner and Consultant shall coordinate entry operations as required by OSHA and other applicable law.

In addition, Consultant is reminded that one of the purposes of the Project is to test and adjust the rectifiers at the standpipes and, therefore, it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant shall not rely upon Owner's energy control program and procedures or Owner's placement of lockout/tagout devices, Owner's verification of isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, or Owner's notification of affected employees. Consultant shall independently affix its own lockout/tagout devices, independently verify isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, and independently notify affected employees in accordance with Consultant's own energy control program and procedures and as required by OSHA and other applicable law. Owner and Consultant shall inform each other of their respective lockout/tagout programs and procedures and Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.

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

- i. Provide its own fall-protection, fall-restraint, or fall-arrest equipment; and
- ii. Provide its own confined space entry equipment, including gas monitors, ventilation, and personnel retrieval systems.

11. **Modifications to Contract:**

None

12. **Attachments/Clarifications:**

EN Engineering (ENE) or any contracted personnel will not enter the inside of any tanks; no Confined Space Entry Permits will be issued. All readings and testing will be performed at the rectifiers and at the top of each of the tanks.

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

The Effective Date of this Task Order is March 12, 2010.

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Robert L. Martin  
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John W. Schori

Title: Instrumentation / Remote Facilities Supervisor

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

E-mail Address: schori@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: \_\_\_\_\_  
Frank Andrejasich, P.E.  
Vice -President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

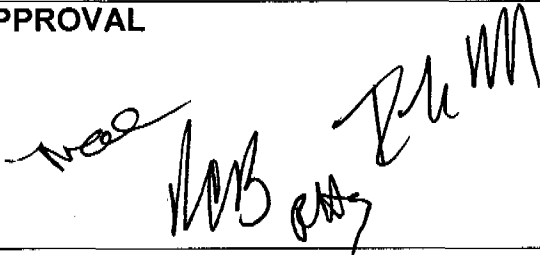
E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction																		
<b>ITEM</b>	A Resolution Awarding a Contract for the Construction of Winfield Meter Station 27B (Contract MS-17/10)  Resolution No. R-12-10	<b>APPROVAL</b>  																			
Account Nos.: 01-60-7110 - \$209,760.00																					
On January 8, 2010, the Commission invited sealed bids for the construction of the Winfield Meter Station 27B (Contract MS-17/10). As required by state statute, the Commission advertised for bids on two separate occasions in the <i>Chicago Tribune</i> , in addition to posting a notice of the invitation on the Commission's web site and with various plan rooms.																					
Sealed bids were received until 1:00 p.m., local time, February 17, 2010, at which time all bids were publicly opened and read aloud. The engineer's estimate was \$260,000.00, and the following bids were received:																					
<table border="1"> <tr> <td>Martam Construction, Elgin, IL</td> <td>\$209,760.00</td> </tr> <tr> <td>Genco Industries, Crestwood, IL</td> <td>\$239,763.00</td> </tr> <tr> <td>R. Carlson and Sons, Mokena, IL</td> <td>\$244,685.00</td> </tr> <tr> <td>Trine Construction Co., West Chicago, IL</td> <td>\$247,994.46</td> </tr> <tr> <td>Rossi Contractors, Northlake, IL</td> <td>\$248,300.00</td> </tr> <tr> <td>Concord Construction, Lake Zurich, IL</td> <td>\$249,300.00</td> </tr> <tr> <td>Marc Kresmery Construction, Elgin, IL</td> <td>\$262,000.00</td> </tr> <tr> <td>R. Rudnick &amp; Company, Wheeling, IL</td> <td>\$315,300.00</td> </tr> <tr> <td>Driessen Construction, Co., St. Charles, IL</td> <td>\$328,484.00</td> </tr> </table>				Martam Construction, Elgin, IL	\$209,760.00	Genco Industries, Crestwood, IL	\$239,763.00	R. Carlson and Sons, Mokena, IL	\$244,685.00	Trine Construction Co., West Chicago, IL	\$247,994.46	Rossi Contractors, Northlake, IL	\$248,300.00	Concord Construction, Lake Zurich, IL	\$249,300.00	Marc Kresmery Construction, Elgin, IL	\$262,000.00	R. Rudnick & Company, Wheeling, IL	\$315,300.00	Driessen Construction, Co., St. Charles, IL	\$328,484.00
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Rossi Contractors, Northlake, IL	\$248,300.00																				
Concord Construction, Lake Zurich, IL	\$249,300.00																				
Marc Kresmery Construction, Elgin, IL	\$262,000.00																				
R. Rudnick & Company, Wheeling, IL	\$315,300.00																				
Driessen Construction, Co., St. Charles, IL	\$328,484.00																				
Resolution No. R-12-10 would award the contract to the low bidder, Martam Construction Incorporated, in the lump sum amount of \$209,760.00 (see the attached bid evaluation and recommendation prepared by the Commission's consulting engineers), subject to receipt of the additional cash deposit required by Subsection 2F of the Village of Winfield Additional Connection Point Agreement in the amount of 110% of the bid price.																					
<b>MOTION:</b> To approve Resolution No. R-12-10.																					

## DUPAGE WATER COMMISSION

## RESOLUTION R-12-10

A RESOLUTION AWARDING  
A CONTRACT FOR THE CONSTRUCTION OF  
WINFIELD METER STATION 27B  
(Contract MS-17/10)

WHEREAS, bids for Contract MS-17/10: Contract for the Construction of Winfield Meter Station 27B were received on February 17, 2010; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Martam Construction Incorporated was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards Contract MS-17/10: Contract for the Construction of Winfield Meter Station 27B to Martam Construction Incorporated, in the lump sum amount of \$209,760.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Bid Package that is acceptable to the DuPage Water Commission and subject to receipt of the additional \$230,736.00 in Cash Deposit required by that certain Intergovernmental Agreement Concerning the Construction and Operation of Certain Connection Facilities between the DuPage Water Commission and the Village of

Resolution No. R-12-10

Winfield approved pursuant to Commission Ordinance No. O-9-06, as amended by a First Amendment approved pursuant to Commission Ordinance No. O-9-07.

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



AECOM 312 373 7700 tel  
303 East Wacker Drive 312 838 1109 fax  
Suite 900  
Chicago, IL 60601  
www.aecom.com

February 24, 2010

Mr. R. Christopher Bostick  
Facilities Construction Supervisor/Safety Coordinator  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126-4642

**Reference:** DuPage Water Commission  
Winfield Metering Station – Metering Station 27B  
Contract MS-17/10  
AECOM Project No: 60017667

Dear Mr. Bostick:

Proposals for the subject project, as covered by the proposal, Contract Agreement, and Contract Documents prepared by AECOM Technical Services, Inc., were received until 1:00 p.m., local time on Wednesday, February 17, 2010 by the DuPage Water Commission. Shortly thereafter, the bids received were opened and the Schedules of Prices were read aloud by Mr. Chris Bostick.

Nine (9) bids were received. At the conclusion of the reading of all of the Schedules of Prices, AECOM was authorized by the DuPage Water Commission to review received bids and to prepare an official breakdown of all information received. In compliance therewith, we submit our Official Record of Bids Received, certified by our David P. Barnas, P.E. The bids are tabulated below based on the total corrected bid price in order of the low bidder first and the second low bidder second, etc.

<u>CONTRACTOR</u>	<u>TOTAL CORRECTED BASE BID PRICE</u>
Martam Construction, Inc.	\$209,760.00
Genco Industries	\$239,763.00
R. Carlson and Sons, Inc.	\$244,685.00
Trine Construction Co.	\$247,994.46
Rossi Contractors	\$248,300.00
Concord Construction Services, Inc.	\$249,300.00
Marc Kresmery Construction, L.L.C.	\$262,000.00
R. Rudnick & Company	\$315,300.00
Driessen Construction Co.	\$328,484.00
<b><i>Engineer's Estimate</i></b>	<b><i>\$260,000.00</i></b>



Mr. R. Christopher Bostick  
February 24, 2010  
Page 2

The low base bid was \$50,240 or 19.3 percent below the Engineer's Estimate. The second bidder was \$20,237 or 7.8 percent below the Engineer's Estimate. The difference between the first and second bidder was \$30,003. In our opinion, the Commission received good prices.

We contacted four references provided by Martam Construction, Inc. The references were for Lift Station/Pumping Station projects; pipelines and a reservoir. Martam has completed multiple projects in recent years with each reference. The references responded that Martam was a very good to excellent contractor. It was also noted that Martam possess knowledge of the work to be performed and completes it in a timely manner with high quality. One reference stated that when required, Martam assists the Owner to provide a low cost and efficient solution to any changes. All references stated they would use Martam in the future.

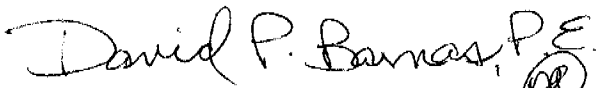
Based on the review, Martam Construction, Inc., of Elgin, Illinois is the low bidder, and we recommend award of the Winfield Metering Station Project to them based upon their proposal and good references.

Please advise us of the Commission's decision regarding the award of the contract so that Contract Documents for execution can be prepared.

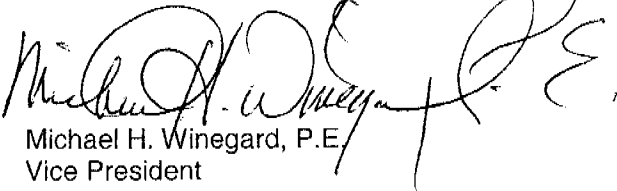
Should you have any questions regarding the above, please contact us.

Very truly yours,

**AECOM TECHNICAL SERVICES, INC.**



David P. Barnas, P.E.  
Project Engineer



Michael H. Winegard, P.E.  
Vice President

DPB/dp

Enclosure

<b>DuPage Water Commission</b> <b>DuPage County Meter Station 27B</b> <b>Contract MS-27/10</b> <b>AECOM Project No. 60017667</b>		1:00 P.M. Local Time <b>WEDNESDAY FEBRUARY 17, 2010</b> 600 East Butterfield Road Elmhurst, IL 60126-4642		<b>CERTIFIED RECORD</b> <b>OF ALL BIDS RECEIVED</b> <b>AECOM USA, INC.</b>		BY: <i>Robert P. Larson</i> P.E. February 16, 2010	
<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>			
	<b>Martam Construction, Inc.</b> 1200 Gasket Drive Elgin, IL 60120 847-608-6800	<b>Genco Industries</b> 13610 Kenton Avenue Crestwood, IL 60445 708-824-0081	<b>R. Carlson and Sons, Inc.</b> 19140 104th Avenue Mokena, IL 60448 708-479-2134	<b>Trine Construction Co.</b> 27W364 North Avenue west Chicago, IL 60185 630-668-4626			
<b>ITEM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>		
For Providing performing and competing all Work, the TOTAL CONTRACT PRICE of:	<b>\$209,760.00</b>	<b>\$239,763.00</b>	<b>\$244,685.00</b>	<b>\$247,994.46</b>			
<b>ADDENDA ACKNOWLEDGED?</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>			
<b>COMPLETION DATE (DAYS)</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>180</b>			
<b>AMOUNT OF CERTIFIED OR CASHIER'S CHECK OR BID BOND</b>	<b>10% Bid Bond</b>	<b>10% Bid Bond</b>	<b>10% Bid Bond</b>	<b>10% Bid Bond</b>			

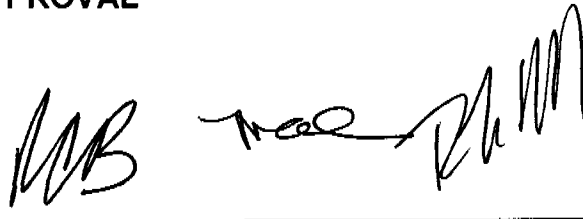
<b>DuPage Water Commission</b> <b>DuPage County Meter Station 27B</b> <b>Contract MS-27/10</b> <b>AECOM Project No. 60017667</b>							
<b>RANK</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>			
	<b>Rossi Contractors</b> 201 W. Lake Street Northlake, IL 60164 773-287-7545	<b>Concord Construction</b> 570 Oakwood Road Lake Zurich, IL 60047 847-438-9388	<b>Marc Kresmery Constr.</b> 1725 Weld Road Elgin, IL 60123 847-429-0909	<b>R. Rudnick &amp; Company</b> 1040 S. Milwaukee Avenue Wheeling, IL 60090 847-537-5900			
<b>ITEM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>		
For Providing performing and competing all Work, the TOTAL CONTRACT PRICE of:	<b>\$248,300.00</b>	<b>\$249,300.00</b>	<b>\$262,000.00</b>	<b>\$315,300.00</b>			
<b>ADDENDA ACKNOWLEDGED?</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>			
<b>COMPLETION DATE (DAYS)</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>180</b>			
<b>AMOUNT OF CERTIFIED OR CASHIER'S CHECK OR BID BOND</b>	<b>10% Bid Bond</b>	<b>10% Bid Bond</b>	<b>10% Bid Bond</b>	<b>10% Bid Bond</b>			

<b>DuPage Water Commission</b> <b>DuPage County Meter Station 27B</b> <b>Contract MS-27/10</b> <b>AECOM Project No. 60017667</b>		1:00 P.M. Local Time <b>WEDNESDAY FEBRUARY 17, 2010</b> 600 East Butterfield Road Elmhurst, IL 60126-4642		<b>CERTIFIED RECORD</b> <b>OF ALL BIDS RECEIVED</b> <b>AECOM USA, INC.</b>		BY: <i>David P. Barrow, P.E., February 18, 2010</i>	
<b>RANK</b>	9	10	11	12			
	<b>Drlessen Construction, Co.</b> 1850 Dean Street St. Charles, IL 60174 630-584-0295						
<b>ITEM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>			
For Providing performing and competing all Work, the TOTAL CONTRACT PRICE of:	<b>\$328,484.00</b>						
<b>ADDENDA ACKNOWLEDGED?</b>	<b>None</b>						
<b>COMPLETION DATE (DAYS)</b>	<b>180</b>						
<b>AMOUNT OF CERTIFIED OR CASHIER'S CHECK OR BID BOND</b>	<b>10% Bid Bond</b>						

<b>DuPage Water Commission</b> <b>DuPage County Meter Station 27B</b> <b>Contract MS-27/10</b> <b>AECOM Project No. 60017667</b>							
<b>RANK</b>	13	14	15	16			
<b>ITEM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>	<b>LUMP SUM</b>			
For Providing performing and competing all Work, the TOTAL CONTRACT PRICE of:							
<b>ADDENDA ACKNOWLEDGED?</b>							
<b>COMPLETION DATE (DAYS)</b>							
<b>AMOUNT OF CERTIFIED OR CASHIER'S CHECK OR BID BOND</b>							

DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b> Facilities Construction/Safety Coordinator
<b>ITEM</b> A Resolution Approving and Ratifying Certain Contract Change Orders at the March 11, 2010, DuPage Water Commission Meeting  Resolution No. R-13-10	<b>APPROVAL</b>  
<p>Account Number: 01-60-7213.01-(PSD-7/08) \$18,576.00          01-60-7111.01-(MS-18/09-MS/PAS 9A) -\$62,115.93          01-60-7212.01-(MS-18/09-MS/PAS 9B) \$51,473.64</p> <p>Resolution No. R-13-10 would approve the following Change Orders:</p> <p><b>Change Order No. 7 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station).</b> This change order would increase the Contract Price in the net amount of \$18,576.00 due to the need to (1) install nine combination electric motor starters for various supply and exhaust fans and HVAC related pumps which were inadvertently omitted from the Contract design and are necessary to provide a fully functional system (\$17,779.00); and (2) lower the elevation of the fuel and oil remote and direct fill cabinets, and install check valves where necessary, to eliminate the need for Commission personnel to use ladders while connecting diesel fuel and oil lines and, thereby, reduce the safety hazards associated with this task (\$797.00). This additional work has not been performed. The final Contract Completion Date would remain as November 25, 2010.</p> <p>Approval of this negotiated Change Order would increase the Contract Price in the net amount of \$18,576.00, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p> <p><b>Change Order No. 1 to Contract MS-18/09 (DuPage County Meter/Pressure Adjusting Stations 9A/9B).</b> This change order would decrease the Contract Price in the net amount of \$10,642.29 due to (1) changes requested by DuPage County (the relocation of MS/PAS 9A within the Poss St. right of way at a cost savings of \$90,875.00; the addition of a condition that the water main and conduit be installed by directional drilling (bore), rather than in open cut trench, at an additional cost of \$22,714.55; and the comprehensive change to the PAS radio communication systems at an additional cost of \$48,254.91) and (2) the need to change electrical panels from NEMA Class PB1, which are not suitable for wet locations, to NEMA Class 4X, which are, to remedy the design deficiency at an additional cost of \$9,263.25. This change order would also defer completion of certain portions of the work as part of Contractor's warranty obligations under the Contract due to the delay needed to procure, install, and test the new radio and fiber optic PAS communication equipment and due to delays in letting the project for bids as a result of easement acquisition delays (landscape restoration and paving work).</p>	

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract Change Orders at the March 11, 2010, DuPage Water Commission Meeting  Resolution No. R-13-10	<b>APPROVAL</b>	
<p>With respect to the changes requested by DuPage County, the DuPage County Department of Environmental Concerns determined during the permitting process that the right of way the DuPage County Department of Public Works selected for the location of the MS/PAS 9A connection facilities was partially within a flood plain. By relocating MS/PAS 9A within the right of way and easement, and out of the area designated as flood plain, an opportunity to reduce the amount of work was realized. This change has been implemented.</p> <p>Similarly, the DuPage County Department of Environmental Concerns determined during the permitting process that the right of way the DuPage County Department of Public Works selected for the location of the MS/PAS 9B connection facilities was partially within a wetland. After DuPage County delineated the wetland, the County determined that the Contractor should be restricted to installing the water main and conduit by directional bore in order to alleviate the possibility of disturbing the wetlands. This change has been implemented.</p> <p>Comprehensive changes to the PAS 9A and 9B radio communication systems initially requested by DuPage County are required in order to make them fully functional. Based upon the results of a radio path survey performed by the County after the Contract was executed, a portion of the PAS 9B radio network needs be replaced by a fiber optic network, and the 900MHz radio system for the PAS 9A radio needs to be changed to a 3.5GHz radio network. This change has not been implemented.</p> <p>Approval of this negotiated Change Order would decrease the Contract Price in the net amount of \$10,642.29, 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>			
<b>MOTION:</b> To approve Resolution No. R-13-10.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-13-10

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
MARCH 11, 2010, DUPAGE WATER COMMISSION MEETING

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

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

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

Exhibit 1

Resolution No. R-13-10

1. Change Order No. 7: Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) in the net amount of \$18,576.00.
2. Change Order No. 1 to Contract MS-18/09 (DuPage County Meter/Pressure Adjusting Stations 9A/9B) in the net credit amount of \$10,642.29.

Total amount of the Change Order(s) is \$7,933.71.

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 3

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

CHANGE ORDER NO. 7

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: March 12, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Install nine combination electric motor starters for various supply and exhaust fans and various HVAC related pumps in accordance with the Engineer's Proposed Change Order Memorandum No. 032.
2. Lower the elevation of the fuel and oil remote and direct fill cabinets, and install check valves where necessary, all in accordance with the Engineer's Proposed Change Order Memorandum No. 034.

B. REASON FOR CHANGE:

1. The electrical motor controls for various HVAC equipment were inadvertently omitted from the Contract design and are necessary to provide a fully functional system.
2. Lowering the remote and direct fill boxes will eliminate the need for Owner personnel to use ladders while connecting diesel fuel and oil lines and, thereby, reduce the safety hazards associated with this task.

C. REVISION IN CONTRACT PRICE:

1. Negotiated net increase of \$17,779.00
2. Negotiated net increase of \$797.00

Change Order Net Increase of \$18,576.00



II. CHANGE ORDER CONDITIONS:

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

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>16,970,000.00</u>
2.	Net <del>(addition)</del> <del>(reduction)</del> due to all previous Change Orders Nos. <u>1</u> to <u>6</u>	\$	<u>266,584.00</u>
3.	Contract Price, not including this Change Order	\$	<u>17,236,584.00</u>
4.	<del>(Addition)</del> <del>(Reduction)</del> to Contract Price due to this Change Order	\$	<u>18,576.00</u>
5.	Contract Price including this Change Order	\$	<u>17,255,160.00</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Camp Dresser McKee, 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: Williams Brothers Construction, Inc.

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 7

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

CHANGE ORDER NO. 1

LOCATION: DuPage County, Illinois

CONTRACT NO. MS-18/09

CONTRACTOR: Concord Construction Services, Inc.

DATE: March 12, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Relocate MS/PAS 9A within the Poss St. right of way; delete the concrete retaining wall; delete a portion of the driveway pavement; re-grade a portion of the site; and provide additional silt fencing, all in accordance with Contract Drawing G2 Revised 10/30/09 attached hereto and by this reference incorporated herein and made a part hereof, Contractor's Proposal dated 12/7/09, and Engineer's recommendation dated 2/1/10.
2. Install water main and conduit by directional boring, rather than in open cut trench, in accordance with Contractor's Proposal dated 1/20/10 and Engineer's recommendation dated 2/1/10.
3. Change electrical panels from NEMA Class PB1 to NEMA Class 4X in accordance with Contractor's Proposal dated 1/16/10 and Engineer's recommendation dated 2/1/10.
4. Revise the scope of work for the DuPage County communication network in accordance with Contractor's Proposal dated 1/26/10 and Engineer's recommendation dated 2/1/10.
5. Add a new Subsection 4C, entitled "Special Warranty Obligations," to Section 4, entitled "Special Financial Assurances," of the Special Conditions of Contract, which new Subsection 4C shall hereafter be and read as follows:

"C. Special Warranty Obligations. As part of Contractor's warranty obligations under this Contract, Contractor shall provide, perform, and complete the landscape restoration Work specified in Specification Sections 02924 and 02925, the paving Work specified in Specification Section 02740, and the DuPage County communication

Work specified in Specification Section 13359, and associated Work, in full compliance with, and as required by or pursuant to, the Contract and as specified in Item Nos. 1 through 4 of the "Description of Changes Involved."

6. Revise Section 5, entitled "Special Payment Provisions," of the Special Conditions of Contract so that said Section 5 shall hereafter be and read as follows:

**"5. Special Payment Provisions**

A. Incidental Items of Work. In the event any items of Work are not specifically listed or referred to in the Schedule of Prices, or are not specifically included for payment under any Lump Sum or Unit Price item, it is understood and agreed that such items of Work shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including, without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, the cost of extended maintenance/service agreements, or any portion of the time of Contractor, its superintendents or its office and engineering staff.

B. Owner's Right to Withhold from Final Payment. Owner may retain out of the moneys otherwise payable to Contractor at Final Payment up to \$75,000.00 from the Contract Price and may expend the same, in the manner provided in Section 3.4 of the General Conditions of Contract, in correcting or causing to be corrected any defect, damage, flaw, unsuitability, nonconformity, or other failure to meet Contractor's guaranty or warranty obligations under this Contract as Owner, in its sole judgement, may deem necessary during the guaranty and warranty correction periods for which Contractor has a specific obligation to correct Work under this Contract. Upon the expiration of such guaranty and warranty correction periods, provided that Contractor shall have either performed the obligation or obligations in question or furnished security for such performance satisfactory to Owner, Contractor will be entitled to receive the whole or such part of moneys retained from Final Payment, if any, as may remain after all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract have been paid therefrom.

C. Contractor's Right to Substitute Alternative Security. From and after the date of Final Payment, Contractor may furnish a letter of credit or suitable Bond equivalent to the amount retained pursuant to Subsection 5B above, to become the retainage from such date through the guaranty and warranty correction periods for which Contractor has a specific obligation to correct Work under this Contract. The letter of credit shall be from a bank of substantial resources (in excess of \$100 million dollars in deposits) with an office in the Chicago Metropolitan area and insured by the Federal Deposit Insurance Corporation, and shall be subject to the approval of Owner regarding the banking institution and form of letter of credit. The Bond shall be from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, and shall be subject to the approval of Owner regarding the surety company and form of Bond."

7. In addition to the Specification changes specified in Item Nos. 1 through 4 of the "Description of Changes Involved," change the Specifications as follows:
  - a. Change Section 3.3.C of Specification Section 02924 so that said Specification shall hereafter be and read as follows: "Planting Season: April 1, 2010, to April 15, 2010, as part of Contractor's warranty obligations under this Contract."
  - b. Change Section 3.3G of Specification Section 02925 so that said Specification shall hereafter be and read as follows: "As part of Contractor's warranty obligations under this Contract, place sod no later than April 15, 2010, unless temperature is lower than 32 degrees F."
  - c. Change Section 1.8.B of Specification Section 02740 so that said Specification shall hereafter be and read as follows: "As part of Contractor's warranty obligations under this Contract, place asphalt no later than April 15, 2010, unless ambient or base surface temperature is less than 40 degrees F or surface is wet or frozen."
  - d. Change Section 1.11C of Specification Section 13359 so that said Specification shall hereafter be and read as follows: "Include procurement, installation, testing, adjusting, demonstration, and training for the new radio and fiber optic equipment on or before April 15, 2010, as part of Contractor's warranty obligations under this Contract. Include coverage for all radio components furnished under this Section and all appurtenances."

B. REASON FOR CHANGE:

1. During the permitting process, DuPage County Department of Environmental Concerns determined that the right of way the DuPage County Department of Public Works selected for the location of the MS/PAS 9A connection facilities was partially within a flood plain. By relocating MS/PAS 9A within the right of way and easement, and out of the area designated as flood plain, an opportunity to reduce the amount of work was realized.
2. During the permitting process, DuPage County Department of Environmental Concerns determined that the right of way the DuPage County Department of Public Works selected for the location of the MS/PAS 9B connection facilities was partially within a wetland. After DuPage County delineated the wetland, the County determined that the Contractor should be restricted to installing the water main and conduit by directional bore in order to alleviate the possibility of disturbing the wetlands.
3. The electrical design called for NEMA Class PB1 electrical panelboards which are not suitable for wet locations. NEMA 4X panelboards remedy the design deficiency.
4. Comprehensive changes to the PAS 9A and 9B radio communication systems initially requested by DuPage County are required in order to make them fully functional. Based upon the results of a radio path survey performed by the County after the Contract was executed, a portion of the PAS 9B radio network needs be replaced by a fiber optic network, and the 900mHz radio system for the PAS 9A radio needs to be changed to a 3.5GHz radio network.
5. Due to delays in letting the project for bids as a result of easement acquisition delays, landscape restoration and paving work must be delayed due to weather. Also, the late revision of the DuPage County communication work requires additional time to procure, install, and test the new radio and fiber optic equipment.
6. Same as #5 above
7. Same as #5 above

C. REVISION IN CONTRACT PRICE:

1. Negotiated Credit of \$90,875.00 to be applied against Schedule of Prices Item No. A1
2. Negotiated Increase of \$22,714.55 to be applied as follows:
  - a. Increase Schedule of Prices Item No. A6 by \$5,799.45
  - b. Increase Schedule of Prices Item No. A7 by \$1,250.05
  - c. Change Unit Price Item No. 1 under Schedule of Prices Item No. A8 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>
1 8-inch Restrained Joint Ductile Iron Pipe, Directional Drilled	EA.	1	\$20,815.00	\$20,815.00

- d. Increase Schedule of Prices Item No. A9 by \$1,250.05
3. Negotiated Increase of \$9,263.25 to be applied against Schedule of Prices Item No. A2 in the amount of \$2,315.81, against Schedule of Prices Item No. A4 in the amount of \$2,315.81, against Schedule of Prices Item No. A7 in the amount of \$2,315.81, and against Schedule of Prices Item No. A9 in the amount of \$2,315.82
4. Negotiated Increase of \$48,254.91 to be applied against Schedule of Prices Item No. A4 in the amount of \$24,127.45 and against Schedule of Prices Item No. A9 in the amount of \$24,127.46
5. Not Applicable
6. Not Applicable
7. Not Applicable

Net Decrease of \$10,642.29

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>0</u> to <u>0</u>	\$	<u>0.00</u>
3.	Contract Price, not including this Change Order	\$	<u>994,700.00</u>
4.	<del>(Addition)</del> (Reduction) to Contract Price due to this Change Order	\$	<u>10,642.29</u>
5.	Contract Price including this Change Order	\$	<u>984,057.71</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: AECOM USA, Inc.

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

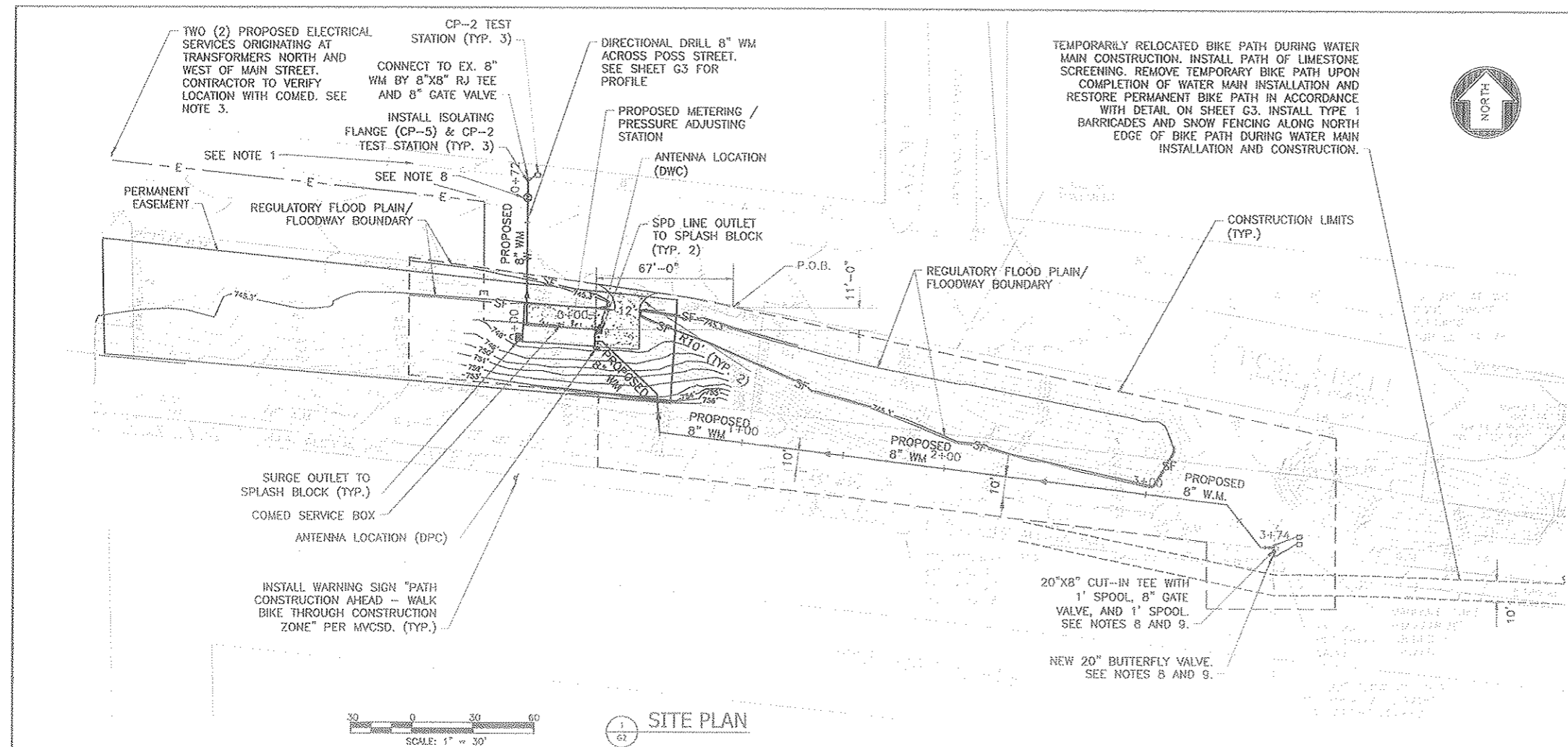
ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that this Change Order does not authorize or necessitate an increase in the price of any Subcontract under the Contract that is 50% or more of the original Subcontract price.

CONTRACTOR: Concord Construction Services, Inc.

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

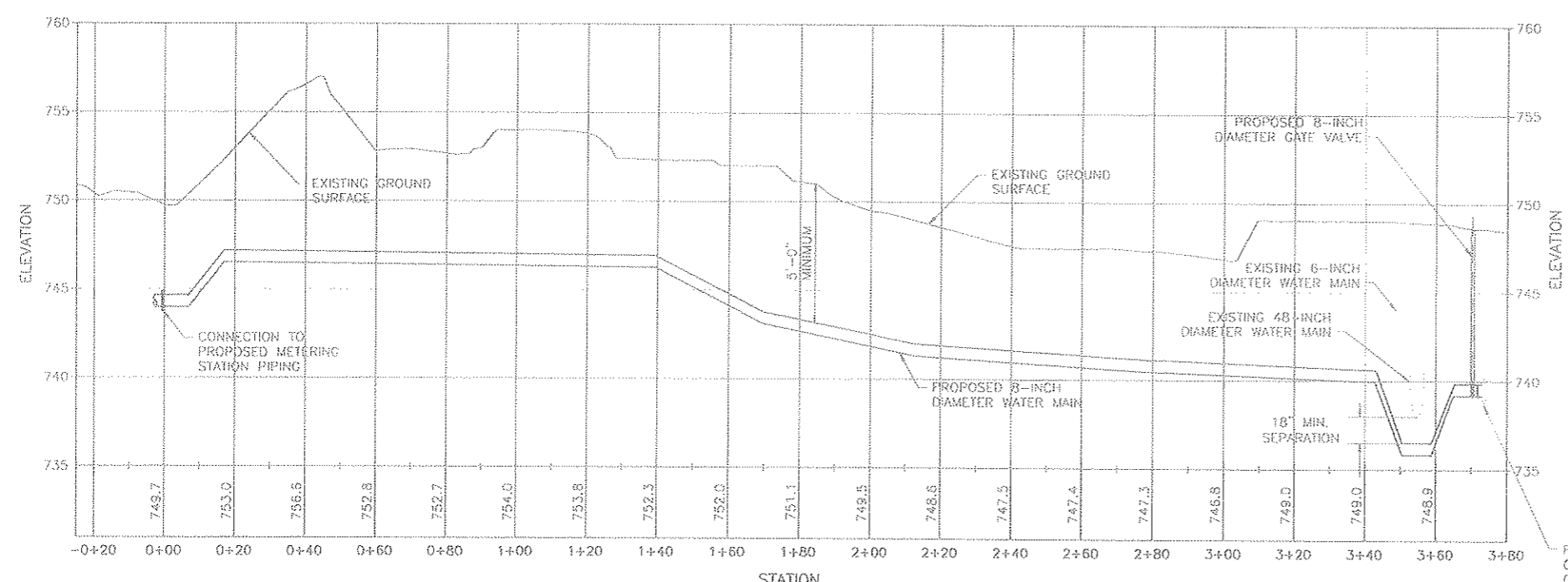
DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date



- LEGEND:**
- POWER POLE
  - UTILITY PEDESTAL
  - MANHOLE
  - CATCH BASIN
  - WATER VALVE
  - FIRE HYDRANT
  - CONCRETE
  - B-BOX
  - GAS METER
  - SIGN
  - CP-2 TEST STATION
  - CHAIN LINK FENCE
  - OVERHEAD WIRE
  - EXISTING TREE WITH TAG #
  - MONITORING WELL LOCATION
  - EXISTING CONTOURS
  - PROPOSED CONTOURS
  - SPD SUMP PUMP DISCHARGE
  - FLARED END SECTION
  - EXISTING WATER MAIN
  - PROP. WATER MAIN
  - SILT FENCE
  - ANTENNA

- FLOOD PLAIN/FLOODWAY NOTES:**
- NO WORK, GRADING OR DISTURBANCE IS TO OCCUR WHERE THE GRADE ELEVATION IS 745.3 OR LESS.
  - THE WATER MAIN AND ELECTRICAL SERVICE ARE TO BE INSTALLED BY DIRECTIONAL DRILLING UNDER THE REGULATORY FLOOD PLAIN/FLOODWAY.
  - NO SOIL OR MATERIALS ARE TO BE STOCKPILES WITHIN THE BOUNDARIES OF THE REGULATORY FLOOD PLAIN/FLOODWAY.
  - ANY ACCIDENTAL DISTURBANCE WITHIN THE BOUNDARY OF THE REGULATORY FLOOD PLAIN/FLOODWAY SHALL BE RESTORED WITHIN 24-HOURS OF DISTURBANCE.



C:\Users\jkm\OneDrive\Documents\Projects\MS-18\09\Site Plan\MS-18-09-01.dwg

NO.	DATE	DESCRIPTION	APPROVED
1	8/25/09	ADDENDUM NO. 1	JKM
2	10/30/09	REVISED SITE PLAN LOCATION	DPB

DESIGNED: JKM  
 DRAWN: EMM/DPB  
 CHECKED: MHW  
 DATE: AUGUST, 2009

SCALE: AS NOTED

DUPAGE WATER COMMISSION  
 DUPAGE COUNTY METER /  
 PRESSURE ADJUSTING STATION 9A  
 CONTRACT MS-18/09

**AECOM**

SITE PLAN, PROFILE, NOTES AND LEGEND

SHEET 62  
 OF 4 TOTAL SHEETS  
 AECOM PROJECT NO. 60092726

DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Old Business	<b>ORIGINATING DEPARTMENT</b> Finance <i>RHS</i> <i>mae</i> <i>[Signature]</i>
<b>ITEM</b> Directing Use of Funds for Construction Payments	<b>APPROVAL</b>
<p>Account Number: WF-1230 and WF-1216</p> <p>Construction invoices approved February 11 totaled \$6,673,503.52. There remained, however, only \$6,234,115.90 of debt certificate proceeds available for those construction invoices.</p> <p>The only funding sources for the additional \$439,387.62 are sales tax revenues or Depreciation Account balances. With current Commission concerns, staff wanted to be sure the funding source for these construction payments is fully understood. Three payments relating to engineering and testing services were, inadvertently, made in full. Thus, \$31,123.78 has already been charged against sales tax funds.</p> <p>Unless and until a second debt certificate is issued, any future construction invoices presented for Commission approval will have to be paid from sales tax revenues or Depreciation Account balances to the extent they may be available.</p>	
<p><b>MOTION:</b></p> <p>To direct Commission staff to fund construction payments that cannot be made from proceeds of a debt issue from sales tax revenues or Water Fund Depreciation Account balances to the extent they may be available.</p>	



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin, General Manager

FROM: Rick Skiba, Consultant

DATE: February 15, 2010

SUBJECT: Construction Accounts Payable Approved February 11, 2010

In preparing to issue checks for items approved February 11 and in light of Commission discussions on previous fund usage, I realized I should have provided more information to the Board about the construction invoices presented for approval. As stated in the January financial report, the proceeds of the \$30 million debt certificate issued December 21 have been fully committed. There remained \$6,234,115.90 as of January 31 that was available for the construction invoices presented at the February 11 Commission meeting.

The total of the construction invoices, however, was \$6,673,503.52. The only funding sources for the additional \$439,387.62 are sales taxes or Depreciation Account balances. Depreciation Account balances can be used to make construction payments and sales tax funds can be used for any Commission expenditure. But, I did not specifically ask the Board if those resources could be used for these accounts payable.

Below is a chart summarizing the amounts due to each contractor. It is proposed to issue proportionally reduced checks payable only from debt proceeds. Then, at the March 11 Commission meeting, specific authorization for sales tax funds or Depreciation Account balances to complete these payments will be requested.

Since the initial debt proceeds will be exhausted with these partial payments, any future construction invoices will be presented for approval with a request for authorization to use sales tax funds or Depreciation Account balances to the extent they may be available.

### CONSTRUCTION ACCOUNTS PAYABLE FEBRUARY 11, 2010


VENDOR NAME	INVOICE TOTALS	DEBT PROCEEDS	SALES TAXES OR DEPRECIATION ACCOUNT
DIVANE BROS.	2,648,800.00	2,479,525.23	169,274.77
JJ HENDERSON & SON	2,519,433.48	2,358,426.03	161,007.45
WILLIAMS BROS. CONSTR.	1,097,510.72	1,027,372.97	70,137.75
GREELEY AND HANSEN	153,716.16	143,892.74	9,823.42
R CARLSON AND SONS	122,740.30	114,896.43	7,843.87
CDM	117,512.26	110,002.50	7,509.76
SEECO	13,790.60	NOT ELIGIBLE	13,790.60
TOTALS	6,673,503.52	6,234,115.90	439,387.62

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> Administration <i>[Handwritten Signature]</i>
<b>ITEM</b> Confirming Disbursements for Medical, Dental, and Workers Compensation Insurance Premium Payments	<b>APPROVAL</b>
<p>Account Number: 6122 and 6415</p> <p>Pursuant to Ordinance No. O-3-10, adopted on January 14, 2010, the Board amended the Commission's By-Laws to provide that all disbursements in excess of \$5,000.00 must be approved in advance by the Board except for payroll disbursements and disbursements for payroll related taxes, contributions, and payments. In the opinion of the Staff Attorney, disbursements for Medical, Dental, and Workers Compensation Insurance premiums are not clearly covered by the exception from prior Board approval for "disbursements for payroll related taxes, contributions, and payments." As such, and with current Board concerns regarding authorizing all disbursements except in narrowly defined circumstances, staff wanted to be sure these clearly personnel related disbursements, but not purely wage based disbursements, were intended by the Board to be included within the stated exception for "disbursements for payroll related taxes, contributions, and payments."</p> <p>Staff is therefore requesting that the Board confirm that disbursements for Medical, Dental, and Workers Compensation Insurance premiums are included with the exception from prior Board approval for "disbursements for payroll related taxes, contributions, and payments" in Section 2 of Article IX of the Commission's By-Laws.</p> <p>On the other hand, if the Board did not intend to include disbursements for Medical, Dental, and Workers Compensation Insurance premiums within the stated exception from prior Board approval for "disbursements for payroll related taxes, contributions, and payments," then staff will, of course, adhere to that understanding but is requesting a one-time ratification of the following disbursements that were made on February 23, 2010, to Blue Cross/Blue Shield of Illinois in the amount of \$44,972.33 for the March 2010 Health Insurance premium payment and on February 26, 2010, to Illinois Public Risk Fund in the amount of \$19,192.00 for the January 2010 and February 2010 Workers Compensation Insurance premium payment.</p>	
<p><b>MOTION:</b></p> <p>To confirm that disbursements for Medical, Dental, and Workers Compensation Insurance premiums are included with the exception from prior Board approval for "disbursements for payroll related taxes, contributions, and payments" in Section 2 of Article IX of the Commission's By-Laws.</p> <p style="text-align: center;"><b>OR</b></p> <p>To ratify disbursements made on February 23, 2010, to Blue Cross/Blue Shield of Illinois in the amount of \$44,972.33 for the March 2010 Health Insurance premium payment and on February 26, 2010, to Illinois Public Risk Fund in the amount of \$19,192.00 for the January 2010 and February 2010 Workers Compensation Insurance premium payment.</p>	

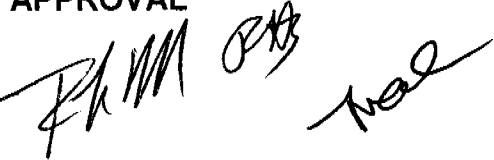
DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> Authorizing Negotiations for Short Term Financing	<b>APPROVAL</b> 
Account Number: WF- 2320 (New)	
<p>The three 15 year plans prepared by Commissioner Zeilenga and discussed at the February 11, 2010 Commission meeting include issuance of \$40 million in Certificate(s) of Debt (COD). The objective of the \$30 million and \$40 million CODs was to pay for ongoing construction and replenish all of the Commission's reserves. The proposed draft Fiscal Year 2010-2011 Budget includes selling \$40 million in Certificate(s) of Debt prior to May 1, 2010. In addition, both CODs have the potential of being paid in full in the next seven to ten years if the banks are willing to renew them; otherwise they must be repaid in full during the 2010-2011 fiscal year.</p> <p>The funds from the new COD would be used to purchase water from the City of Chicago and construction expenses. Water revenues that would ordinarily be used for water purchases would then be used to replenish the unrestricted and restricted revenue bond reserves. The Northern Trust Company has informed the Commission they are willing to negotiate the sale of a \$40 million COD.</p> <p>If the Commission were to complete this transaction by March 31<sup>st</sup>, then the Commission could potentially replenish the revenue bond reserves prior to the end of its current fiscal year. If the Commission does not procure the \$40 million COD prior to May 1<sup>st</sup>, then the Commission's restricted reserves will be short \$25 million, the unrestricted reserves will be short \$5 million (assuming the Commission changes its policy to maintain two months operating funds), and the Commission will need an additional \$12 million for construction.</p>	
<b>MOTION:</b> Authorize the negotiation of a not-to-exceed \$40 million one year debt certificate(s) with The Northern Trust Company for recommendation to the board.	

DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> Retain Bond Counsel	<b>APPROVAL</b> 
<p>Account Number: WF- 6252</p> <p>If the Commission chooses to issue/sell \$40 million of Certificate of Debt (COD), then it is necessary to retain the services of bond counsel. Chapman and Cutler LLP has agreed to act as bond counsel at the same fee charged for the initial \$30 million COD in December.</p>	
<p><b>MOTION:</b> To retain the services of Chapman and Cutler LLP as Bond Counsel for the proposed short-term financing at a cost of 19,500.00.</p>	

## Robert Martin

---

**From:** Tim McGree [mcgree@chapman.com]  
**Sent:** Wednesday, February 17, 2010 11:36 AM  
**To:** Robert Martin  
**Cc:** Tim McGree; Rick Skiba; Regina Wall; Maureen Crowley  
**Subject:** DuPage Water Commission, Debt Certificates, Series 2010

Dear Mr. Martin:

This will confirm our conversation today as to the proposed issuance of \$40m Debt Certificates by the Commission to The Northern Trust Company (in book-entry form), anticipated to be accomplished in this year. Our fee quote for this issue would be the same as for the \$30m Debt Certificates as issued late 2009 - that is \$19,500, all expenses and disbursements included.

Thank you for considering us in the matter.

Regards,

Timothy V. McGree  
Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603-4080

Tel: (312) 845-3803  
Fax: (312) 516-1803  
Mobile: (312) 543-1009  
[mcgree@chapman.com](mailto:mcgree@chapman.com)

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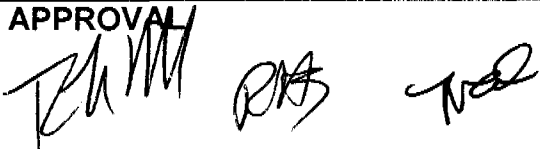
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DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> General Manager's Office
<b>ITEM</b> Retain Financial Advisor	<b>APPROVAL</b> 
Account Number: WF- 6239	
<p>If the Commission chooses to issue/sell \$40 million of Certificate of Debt (COD), then it is necessary to retain the services of a financial advisor. Public Sector Group, Inc. has agreed to act as financial advisor at the same fee charged to the Commission for the initial \$30 million COD in December.</p>	
<b>MOTION:</b> To retain the services of Public Sector Group, Inc. as Financial Advisor for the proposed short-term financing at a cost of \$5,000.00.	

PUBLIC SECTOR GROUP, INC  
PSG

Suite 2100  
203 N. LaSalle St.  
Chicago, Ill

312 558 1373 O  
[psgbonds@aol.com](mailto:psgbonds@aol.com)

Mr. Robert L. Martin, P.E.  
General Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, Ill 60126

February 19, 2010

Dear Mr. Martin,

Thank you for your phone call. We appreciate being considered for the position of the Commission's Financial Advisor for the proposed issuance of its Debt Certificates, Series 2010. I believe that the combination of our substantial experience working first as an underwriter of debt obligations and then as a financial advisor for public sector clients along with our commitment of whatever time is necessary to achieve a successful and efficient offering, provides a unique combination of resources to our clients.

As we discussed, if selected, we will be pleased to work for the Commission to achieve an efficient and successful offering of its Debt Certificates, Series 2010 for a fee of \$5,000.

We also believe that we could provide useful assistance to you and the other Senior Officers and Board Members of the Commission in designing and implementing a long term financing strategy once the short term needs are met.

An important part of such an effort would be to assist in the design and execution of a program to address Rating Agency concerns. Such a program would be designed to improve communications with the rating agencies in an effort to identify and address their concerns early-on and thereby to increase their confidence in the Water Commission. The goals

would be to minimize or eliminate any future downgrades and to implement and execute a strategy for restoring the Water Commission's Aaa/Aa 1 ratings.

Our commitment to the Water Commission is to be available in-person whenever needed for analysis, evaluation, explanation and consultation plus assisting in responding to information requests from and meetings with the Rating Agencies, along with attending presentations by interested investment banking and law firms. We would, of course, also be available on the phone and by email on the same as-needed basis.

If selected as your Financial Advisor, I will personally lead our efforts on a hands-on basis. My 32 years of direct experience as a public finance investment banker includes my thirteen year tenure at Merrill Lynch, where I was a Managing Director, and among other assignments managed the firm's public finance business in the Mid-West. Following that, I founded Public Sector Group, Inc, which has worked for public sector issuers on numerous financing and financing related projects over the last 19 years. These projects have a total notional amount of approximately \$20 billion and have been primarily for issuers in Illinois and Indiana.

We look forward to the possibility of being part of the Water Commission's team and will be happy to provide any additional information.

Sincerely,

Phillip W. Peloquin

PUBLIC SECTOR GROUP, INC  
PSG

Suite 2100  
203 N. LaSalle St.  
Chicago, Ill

312 558 1373 O  
312 558 1375 F  
psgbonds@aol.com

PHILLIP W. PELOQUIN

Mr. Peloquin has been an investment banker since 1978 when he joined Merrill Lynch in New York. Prior to that he had several years of governmental experience during which he participated in a broad range of projects as an assistant to the Governors of Illinois and Ohio.

During his 13 years at Merrill Lynch he managed its business in a variety of areas including the Mid-West, the West Coast and for Airports nationwide. He also served as a member of the Public Finance Group Executive Committee, the body that oversaw the solicitation, execution and coordination of the firm's public finance assignments. His responsibilities included the execution of financings for the States of Illinois, California, Hawaii and Wisconsin, for Los Angeles and Monterey Counties, for the City of Chicago and for airports in Atlanta, Chicago, Denver, Houston, Indianapolis, Los Angeles, Memphis, Miami, Reno and Sarasota. In addition he worked on projects in California for the Santa Margarita Company and the Summa Corporation.

Since leaving Merrill Lynch in 1991 he has developed a financial advisory business, Public Sector Group, which assists clients in:

- evaluating proposals and structuring financing projects
- negotiating with the rating agencies and credit enhancers
- selecting and negotiating with underwriters, swap providers, lawyers and feasibility consultants in the execution of financing projects.
- reinvesting funds and raising capital through competitive bidding of investment vehicles.

Over the last nineteen years his firm has completed over 150 assignments with an aggregate par value of approximately \$20 billion. Clients have included the Metropolitan Pier and Exposition Authority, the Regional

Transportation Authority, Cook County, Illinois, DuPage County, Illinois, the State of Wisconsin, The Indiana Bond Bank, the Indianapolis Bond Bank, Union Hospital in Indiana, the Indianapolis Airport Authority, the Illinois Tollroad, and the Episcopal Homes Foundation.

Public Sector Group's assignments have involved:

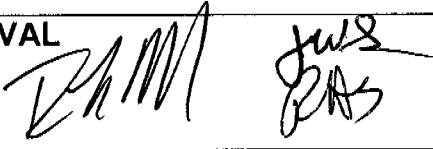
- the structuring and sale of various new money bond and note issues
- the structuring and sale of specialty bond issues for refundings and other purposes, including a competitively bid variable rate bond issue and a bond issue for the construction of a 33 story hotel
- evaluating proposals and designing financing plans
- management of relations with the rating agencies and the insurance companies
- structuring and executing a competitive bid process for the reinvestment of bond proceeds through repurchase agreements and other investment vehicles
- structuring and executing a competitive bid process for raising capital through the use of investment contracts
- the evaluation, structuring, restructuring, bidding out and unwinding of interest rate swaps
- assisting in the drafting of legislation to allow and improve the issuance of various financial instruments
- evaluation of potential legislation on the financing community.

Public Sector Group seeks to work for clients with large and complex financing assignments. These are the situations in which we believe that our experience and expertise can add value to the process. In order to deliver on that ability we believe that there must be direct involvement by experienced investment bankers. Consequently we are committed to direct hands-on management of each of our financing assignments. As an example, during one particularly intense period during simultaneous financing projects for two of our clients, Mr. Peloquin personally managed each of the rating agency processes. At the conclusion of their review and analysis, two of the Rating Agencies upgraded their ratings on both of our clients bonds.

Mr. Peloquin received his bachelor's degree in Economics from the University of Illinois and his M.B.A. from the Kellogg School at Northwestern University. In addition, he completed the Professional Program in Urban Transportation at Carnegie-Mellon University. He served with the U. S. Army in Vietnam and lives in New York with his wife. Three of their four children have graduated from college and are working while the fourth is a college senior.

DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> Instrumentation / Remote Facilities
<b>ITEM</b> Purchase Order No. 12081	<b>APPROVAL</b> 
Account Number: 01-60-7113.01 *	
Purchase Order No. 12081 in the amount of \$8,800.00 to HSQ Technology for a Remote Telemetry Unit (RTU) to be used at the new Winfield meter station. The cost of the RTU will be paid for by Winfield under contract MS-17.	
* Require accounting for billing in 01-2611, 01-5900, 01-60-7113.09	
<b>MOTION:</b> To approve Purchase Order No. 12081 in the amount of \$8,800.00 to HSQ Technology.	



DuPage Water Commission  
 600 E. Butterfield Road  
 Elmhurst, IL 60126

Phone: (630) 834-0100 Fax: (630) 834-0120

**Purchase Order: 12081**

<b>Ordered By:</b> SCHORI JOHN	<b>Supplier:</b> HSQ Technology
<b>Order Date:</b> 03/01/2010	<b>Address:</b> 26227 Research Road
<b>Due Date:</b> 03/01/2010	Hayward CA 94545
	USA
	<b>Telephone:</b> 800-486-6684
	<b>Fax No.:</b> 510-259-1391
	<b>Contact:</b> Allen Nelson
<b>Delivery Address:</b> DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126	

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total
1	01-60- <del>6824</del> 7113.01		DuPage 25X86 RTU w/NEMA 4X Enclosure	1	EA	8,800.00	8,800.00
Line Comments: Per Quote #1002-0010-AN dated 2/25/10.							

**Total 8,800.00**

Account

**Total 8,800.00**

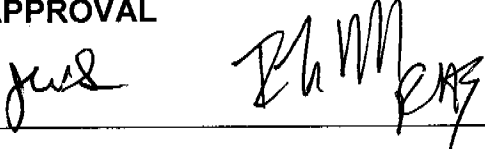
Ship Via Best Way  
 Payment Terms Net 30  
 FOB Point Point of  
 Destination  
 Tax Exempt

1. **ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **TERMINATION.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.
11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.



DATE: March 4, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> Instrumentation / Remote Facilities
<b>ITEM</b> Purchase Order No. 12074	<b>APPROVAL</b> 
Account Number: 01-60-6624	
<p>Purchase Order No. 12074 in the amount of \$6,300.00 to HSQ Technology for an annual Agreement for Telephone Support Service for the Commission's Supervisory Control And Data Acquisition (SCADA) system. The agreement has been structured for monthly payments of \$525.00 per month for an agreement period of May 1, 2010 through April 30, 2011.</p> <p>The telephone support allows timely access to both hardware and software engineers with the ability for them to dial into the SCADA servers to investigate and correct software problems or issues. The system allows them to access the Remote Telemetry Units (RTU's) in the field through the SCADA radio system to assist field technicians with hardware or firmware issues.</p> <p>The current fiscal year's budget includes a specific line item to cover this expense of \$6,300.00.</p>	
<b>MOTION:</b> To approve Purchase Order No. 12074 in the amount of \$6,300.00 to HSQ Technology billed in monthly installments of \$525.00.	



DuPage Water Commission  
 600 E. Butterfield Road  
 Elmhurst, IL 60126

Phone: (630) 834-0100 Fax: (630) 834-0120

**Purchase Order: 12074**

Ordered By: SCHORI JOHN  
 Order Date: 02/24/2010  
 Due Date: 02/24/2010

Supplier: HSQ Technology  
 Address: 26227 Research Road  
 Hayward CA 94545  
 USA  
 Telephone: 800-486-6684  
 Fax No.: 510-259-1391  
 Contact: Allen Nelson

Delivery Address: DuPage Water Commission  
 600 East Butterfield Road  
 Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	Date	QTY	UOM	Unit Price	Total
Line	Account	Task	Hours Requested	UOM	Quantity	Rate	Total	
1				02/25/2010			6,300.00	6,300.00
				1				

01-60-6624

**Activity/PO Line Comments:**

Agreement for Telephone Support Service, May 1, 2010 thru April 30, 2011.  
 HSQ Quotation No. 1002-0003-MA-A, Billed monthly at \$525

Total 6,300.00

<b>Total</b>	<b>6,300.00</b>
--------------	-----------------

Ship Via: Best Way  
 Payment Terms: Net 30  
 FOB Point: Point of Destination  
 Tax Exempt

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2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
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8. **REGULATORY COMPLIANCE.** The Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) will have been produced in compliance with, and the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
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11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The Owner's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.



## AGREEMENT FOR TELEPHONE SUPPORT SERVICE

### HSQ TECHNOLOGY and DUPAGE WATER COMMISSION SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM

Maintenance Agreement No. 1002-0003-MA-A

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between HSQ TECHNOLOGY, hereinafter referred to as "HSQ," and DUPAGE WATER COMMISSION, hereinafter referred to as "CUSTOMER," for the SCADA System.

#### TERM

This Agreement shall be effective May 1, 2010 and shall continue for a term of twelve (12) months through April 30, 2011.

#### SCOPE OF WORK

In consideration of payment by CUSTOMER, HSQ agrees to provide telephone support for questions regarding operations of, or problems arising with, the SCADA system. Telephone support will be available during normal business hours from HSQ's Hayward, California, factory.

#### PAYMENT

In consideration of the above support services, CUSTOMER agrees to pay HSQ the sum of Six Thousand Three Hundred Dollars and No Cents (\$6,300.00), billed in monthly installments of Five Hundred and Twenty Five Dollars and No Cents (\$525.00), payable in advance. Invoices are payable upon receipt.

#### ACCEPTANCE

By CUSTOMER:

By HSQ TECHNOLOGY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin, General Manager

FROM: Rick Skiba, Consultant

DATE: March 4, 2010

SUBJECT: Financial Report – February

- The proceeds of the \$30 million debt certificate issued in December 21 have been fully committed. Unless and until a second debt certificate is issued, any future construction invoices presented for Commission approval will have to be paid from sales tax revenues or Depreciation Account balances to the extent they may be available.
- Monthly water sales to Commission customers fell below 2 billion gallons for the first time since February, 1998. The total sales of 1.92 billion gallons are the sixth lowest monthly total since the Commission began operations in May, 1992.
- A \$392,200 (10%) credit was applied to the February bill from the City of Chicago for Lexington Pumping Station construction reimbursements.
- The O&M Account has a net zero accounting balance. No funds were available for deposit to the O&M Reserve and Depreciation Accounts. The O&M Reserve remains at zero. Because \$12 million of the \$30 certificate of debt was used for water purchases and another \$12 million used as a construction grant for Chicago's Lexington Pumping Station, the depository account of the Water fund has a \$4.7 million unrestricted deficit. The Depreciation Account has just under \$2 million which could be used, at the Commission's direction, for construction.
- Commission staff met with DuPage County and City of Darien public works staffs regarding adjustments to fixed cost payments for the SERWF service area made by the Commission's former financial administrator. It has been discovered that, due to complexities in the contracts between DuPage County, the City of Darien and the Commission, these adjustments were not correct and will result in a cumulative \$425,000 under billing of fixed costs to all customers between May 1, 2008 and April 30, 2010. Staff is working to resolve the issues involved and suggest a corrective action.
- January sales tax collections (October sales) were \$0.2 million (8.4%) less than the same period last fiscal year. Year-to-date sales tax collections are \$4.0 million (14.4%) less than last fiscal year.
- The Accounts Payable list will be distributed early next week. Administering the change in the Board's approval process is requiring some adjustments in processing invoices for payments. Staff is working to eliminate items previously approved, which would overstate the need for sales tax funds or Depreciation Account balances to make construction payments.

## BALANCE SHEET

AS OF: FEBRUARY 28TH, 2010

01 -WATER FUND

ACCOUNT #	ACCOUNT NAME	2008-2009 BALANCE	2009-2010 BALANCE
<u>ASSETS</u>			
=====			
<u>CURRENT</u>			
	CASH	314,461.57	215,767.73
	INVESTMENTS	77,527,904.98	63,341,015.04
	ACCOUNTS RECEIVABLE		
	WATER SALES	4,501,038.15	5,102,914.84
	INTEREST RECEIVABLE	725,684.23	254,638.54
	OTHER	9,193,313.00	14,428,812.59
	INVENTORY & PREPAIDS	633,838.15	652,939.27
	TOTAL CURRENT ASSETS	92,896,240.08	83,996,088.01
<u>NONCURRENT ASSETS</u>			
	FIXED ASSETS	448,252,559.76	448,744,459.74
	LESS:ACCUMULATED DEPRECIATION	(104,648,072.17)	(111,168,976.21)
	CONSTRUCTION WORK IN PROGRESS	23,871,843.06	47,089,990.14
	LONG TERM RECEIVABLES	5,637,191.54	5,637,191.54
	DEFERRED WATER SUPPLY CONTRACTS	0.00	0.00
	TOTAL NONCURRENT ASSETS	373,113,522.19	390,302,665.21
	TOTAL ASSETS	466,009,762.27	474,298,753.22
=====			
<u>LIABILITIES</u>			
=====			
<u>CURRENT LIABILITIES</u>			
	ACCOUNTS PAYABLE	5,022,223.13	7,981,606.51
	NOTES PAYABLE	0.00	30,000,000.00
	BONDS PAYABLE	20,830,000.00	21,905,000.00
	DUE TO THE COUNTY	0.00	0.00
	ACCRUED INTEREST	2,503,444.50	2,120,201.13
	CONTRACT RETENTION	1,640,627.52	3,602,820.96
	DEFERRED REVENUE	2,288,979.41	2,156,860.67
	TOTAL CURRENT LIABILITIES	32,285,274.56	67,766,489.27
<u>NONCURRENT LIABILITIES</u>			
	REVENUE BONDS	78,686,906.97	69,101,783.59
	GENERAL OBLIGATION BONDS	24,239,957.35	12,388,882.24
	DUE TO THE COUNTY	0.00	0.00
	TOTAL NONCURRENT LIABILITIES	102,926,864.32	81,490,665.83
	TOTAL LIABILITIES	135,212,138.88	149,257,155.10
=====			
	BEGINNING EQUITY/RESERVES	330,867,899.20	332,307,391.95
	TOTAL REVENUE	63,764,477.11	66,399,142.02
	TOTAL EXPENSES	63,834,752.92	73,664,935.85
	NET CHANGE	( 70,275.81)	( 7,265,793.83)
	TOTAL EQUITY/RESERVES	330,797,623.39	325,041,598.12
	NET ASSETS	466,009,762.27	474,298,753.22
=====			

Account Requirement Analysis

Assets Total	1210 Water Fund	1211 O&M	1212 Rev Bond Int	1213 Rev Bond Prn	1214 Bond Res	1215 O&M Res	1216 Depreciation	1217 General	1221 Debt Certificate	1230 Sales Tax	1243 GO Bond	1261 Contingency Res
\$ 215,767.73 Restricted Cash	\$ 120,151.90	\$ 95,615.83										
\$ 17,878,096.36 Investments												
\$ 45,462,918.68 Restricted Investments	\$ 2,270,202.59	\$ 4,838,765.71	\$ 1,402,954.04	\$ 8,344,609.40			\$ 1,993,150.13		\$ 420,151.40	\$ 9,456,952.95		\$ 8,000,992.01
\$ 5,102,914.84 Accounts Receivable	\$ 5,102,914.84									\$ 1,190,869.83	\$ 25,422,366.98	
\$ 254,638.54 Interest Receivable			\$ 9,902.49	\$ 58,919.17								
\$ 14,428,812.59 Other Receivables	\$ 7,787,174.59										\$ 185,816.88	
\$ 652,939.27 Inventory and Prepaid Items	\$ 652,939.27								\$ 6,641,638.00			
\$ 384,665,473.67 Fixed Assets (Net)	\$ 384,665,473.67											
\$ 5,637,191.54 Long-term Receivables	\$ 5,637,191.54											
\$ 474,298,753.22 Total Assets	\$ 406,236,048.40	\$ 4,934,381.54	\$ 1,412,856.53	\$ 8,403,528.57	\$ -	\$ -	\$ 1,993,150.13	\$ -	\$ 420,151.40	\$ 17,289,460.78	\$ 25,608,183.86	\$ 8,000,992.01
Liabilities												
\$ 7,981,606.51 Accounts Payable		\$ 4,934,381.54										
\$ 24,044,213.83 Note Payable - Operations	\$ 24,044,213.83								\$ 420,151.40	\$ 2,627,073.57		
\$ 5,955,786.17 Note Payable - PP&E	\$ 5,955,786.17											
\$ 21,905,000.00 Current Bonds Payable	\$ 1,676,666.67			\$ 8,383,333.33								
\$ 2,120,201.13 Accrued Interest Payable	\$ 71,917.78		\$ 1,410,145.85								\$ 11,845,000.00	
\$ 3,602,820.96 Contract Retention and Deposits											\$ 638,137.50	
\$ 2,156,860.67 Deferred Revenue	\$ 2,156,860.67								\$ 3,602,820.96			
\$ 81,490,665.83 Long-term Bonds Payable	\$ 81,490,665.83											
\$ 149,257,155.10 Total Liabilities	\$ 115,396,110.95	\$ 4,934,381.54	\$ 1,410,145.85	\$ 8,383,333.33	\$ -	\$ -	\$ -	\$ -	\$ 420,151.40	\$ 6,229,894.53	\$ 12,483,137.50	\$ -
\$ 325,041,598.12 Net Assets	\$ 290,839,937.45	\$ -	\$ 2,710.68	\$ 20,195.24	\$ -	\$ -	\$ 1,993,150.13	\$ -	\$ -	\$ 11,059,566.25	\$ 13,125,046.36	\$ 8,000,992.01
Bond Ordinance Requirement		\$ 6,465,129.75	Positive Balance	Positive Balance	Insured	\$ 12,930,259.50	\$ 5,000,000.00					
Compliance		Not Fully Funded	Yes	Yes	Yes	Not Fully Funded	Not Fully Funded					
Net Assets												
\$ 13,167,270.88 Unrestricted	\$ (4,702,417.55)							\$ -	\$ -	\$ 9,868,696.42		\$ 8,000,992.01
\$ 36,560,305.57 Restricted		\$ -	\$ 2,710.68	\$ 8,403,528.57	\$ -	\$ -	\$ 1,993,150.13	\$ -	\$ -	\$ 1,190,869.83	\$ 24,970,046.36	\$ -
\$ 275,314,021.67 Invested in PP&E	\$ 295,542,355.00			\$ (8,383,333.33)							\$ (11,845,000.00)	\$ -
\$ 325,041,598.12 Total	\$ 290,839,937.45	\$ -	\$ 2,710.68	\$ 20,195.24	\$ -	\$ -	\$ 1,993,150.13	\$ -	\$ -	\$ 11,059,566.25	\$ 13,125,046.36	\$ 8,000,992.01

DU PAGE WATER COMMISSION  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: FEBRUARY 28TH, 2010

01 -WATER FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	Y-T-D BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
WATER SERVICE	48,022,663	3,490,577.54	0.00	41,647,129.09	0.00	6,375,533.96	86.72
TAXES	25,057,571	2,429,171.87	0.00	23,670,053.23	0.00	1,387,517.61	94.46
OTHER INCOME	1,296,247	282,592.12	0.00	1,081,959.70	0.00	214,286.98	83.47
<b>TOTAL REVENUES</b>	<b>74,376,481</b>	<b>6,202,341.53</b>	<b>0.00</b>	<b>66,399,142.02</b>	<b>0.00</b>	<b>7,977,338.55</b>	<b>89.27</b>
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
REBATE	0	0.00	0.00	0.00	0.00	0.00	0.00
PERSONNEL SERVICES	3,808,761	242,448.65	0.00	3,207,972.23	0.00	600,788.61	84.23
CONTRACT SERVICES	925,821	188,135.21	0.00	1,000,725.74	0.00	74,904.92	108.09
INSURANCE	637,352	65,417.67	0.00	554,301.65	0.00	83,049.99	86.97
OPERATIONAL SUPPORT SRVS	764,262	32,295.62	0.00	414,793.64	0.00	349,468.84	54.27
WATER OPERATION	60,300,972	4,214,934.09	0.00	48,380,991.14	0.00	11,919,980.99	80.23
BOND INTEREST	5,278,044	522,439.98	0.00	5,081,758.67	0.00	196,285.49	96.28
LAND & LAND RIGHTS	21,667	0.00	0.00	0.00	0.00	21,666.68	0.00
CAPITAL EQUIP/DEPREC	5,773,315	549,369.12	0.00	5,521,244.91	0.00	252,070.07	95.63
CONSTRUCTION IN PROGRESS	( 0)	0.00	0.00	0.00	0.00	( 0.04)	0.00
CHGO CONSTR GRANT	0	168,470.83	0.00	9,503,147.87	0.00	( 9,503,147.87)	0.00
<b>TOTAL ADMINISTRATION</b>	<b>77,510,194</b>	<b>5,983,511.17</b>	<b>0.00</b>	<b>73,664,935.85</b>	<b>0.00</b>	<b>3,845,257.84</b>	<b>95.04</b>
<b>TOTAL EXPENDITURES</b>	<b>77,510,194</b>	<b>5,983,511.17</b>	<b>0.00</b>	<b>73,664,935.85</b>	<b>0.00</b>	<b>3,845,257.84</b>	<b>95.04</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>( 3,133,713)</b>	<b>218,830.36</b>	<b>0.00</b>	<b>( 7,265,793.83)</b>	<b>0.00</b>	<b>4,132,080.71</b>	<b>231.86</b>






# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin  
General Manager

FROM: Terry McGhee   
Manager of Water Operations

DATE: March 2, 2010

SUBJECT: Response to Commissioner Chaplin's email dated March 1, 2010

ATTACHMENTS: Commissioner Chaplin's email dated March 1, 2010

### ***Regarding the Computer upgrades***

***EAM and GIS systems: When will the upgrades be completed? For the GIS do we have to spend this each year? EAM how much more work is needed? What is the yearly support on this?***

These systems are very dynamic and will continue to evolve so there is no end point for system upgrades. As each version change or enhancement becomes available the Commission evaluates the modification to determine if they provide value to the systems.

It is unclear to me what spending Commissioner Chaplin is referring to in regard to the GIS, but if she is referring to the Patrick Engineering Task Orders the following explains what they cover. The Task Orders costs cover all types of assistance with GIS software and projects. Prior work has included GIS web site enhancements, repair of a corrupted SQL Server database, phone support on minor issues such as joining a cathodic protection data table to GIS test station features, software installation and upgrades, troubleshooting of unusual server and software performance problems, document management system integration and planning for future projects. Patrick is available as a resource to efficiently answer questions and solve problems that in some cases could require hours of online research. Also, their knowledge goes beyond the support offered by ESRI and extends to GIS customizations with various programming languages not covered by the ESRI maintenance agreement.

The Commission is in the process of completing the fifth phase of the EAM project, there are two phases left (Financial and SCADA system integration) which have been put on hold.

Response to Commissioner Chaplin  
Dated March 1, 2010

The yearly support for these systems varies with the amount of work that staff anticipates will be involved with managing the systems and whether or not enhancements will be required. The 2010-2011 budgeted amounts are as follows:

EAM Support 01-60-6280 Consulting Services \$25,000  
GIS Support 01-60-6280 Consulting Services \$15,000

The dollar spent each year to provide support for these systems is in lieu of hiring additional staff to provide these services.

***R-12-09 (18,000.00) R-39 09 (24,000.00) and R-41-09 (6500.00) are these one time expenses? If not and we have to do this every year is there a more cost effective system available? We are already paying for annual maintenance fees so why do we need the three purchase requests? Does the system pay for itself?***

The following three Task Orders are all part of a pilot project to determine the level of effort and resources required to consolidate and modernize the Commission's drawing.

The combined costs of these Task Orders are onetime expenses that will be used to determine which path the Commission takes in the conversion of its system drawings.

The Commission does not pay maintenance fees to the firm that is completing these Task Orders. There are no maintenance fees associated with any of these Task Orders.

The Commission will recoup these costs through reduced editing, copying, and printing costs of multiple drawing sets anytime a modification is made to one of the Commission's systems. The Commission will also see reduced man-hours spent searching through various sets of drawing.

Resolution No. R-12-09

The Commission's existing record drawings for the Administration Building / Pump Station were created by hand during the original construction. Over the last nineteen years many renovations have taken place which required modifications and in some cases complete replacement of these record drawings. The Commission has amassed a wide array of different drawings related to these projects. In an effort to consolidate and modernize these drawings the Commission would like to have a single set of drawings showing the current state of the Elmhurst facility and establish a standard that can be used by consultants who provide engineering services to the Commission. Having a current set of drawings and standards will allow consistent documents

Response to Commissioner Chaplin  
Dated March 1, 2010

to be prepared in electronic format that can be updated and accessed by various electronic media formats.

The Commission's goal is to update and convert all existing record drawings into an electronic format that will provide accurate information on the current state of the Elmhurst facility. This Task Order would develop a pilot project to determine the level of effort and resources required to complete this task.

#### Resolution No. R-39-09

This Task Order is for professional engineering services in connection with the development of "Existing Conditions" AutoCAD drawings for the DuPage Pumping Station building mechanical systems (Heating, Ventilation and Cooling systems).

The Commission has numerous drawing files for the original construction and improvements made to the pumping station mechanical systems. The purpose of this project is to use existing drawings, information developed during the previous AutoCAD pilot project and site visits to create "existing conditions" drawings for the building mechanical features. These drawings would then be available for ongoing maintenance and future improvement projects and would be updated as required to remain current with any and all future facility improvements.

Pursuant to Resolution No. R-12-09, adopted March 12, 2009, the Board approved Task Order No. 10 for Patrick to develop AutoCAD standards and conduct a pilot project intended to evaluate the level of effort needed to develop "existing conditions" drawings for all of the pumping station systems. The project established a baseline by consolidating and reformatting original construction drawings and those developed for other improvement projects throughout the years. Development of detailed mechanical systems drawings is the next phase in the process of creating a complete set of "existing conditions" drawings for all of the pumping station's systems.

#### Resolution No. R-49-09

The Commission entered into a master contract with Patrick Engineering, Inc. (Patrick) dated December 10, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-12-09, the Commission approved Task Order 10 for Patrick Engineering to develop AutoCAD standards and conduct a pilot project to evaluate the level of effort needed to develop "existing conditions" drawings for all of the DuPage Pumping Station systems. The project established a baseline for future AutoCAD work by consolidating and reformatting original construction drawings and those developed for other improvement projects throughout the years. Additional work by Patrick was required to conform the electronic layers of those drawings to the new AutoCAD standards and to revise the drawings to show only existing conditions (without removed or modified equipment or extraneous construction notes) and to show cross sections and with appropriate notes.

***Who is doing the document scanning?***

It has not been determined how the scanning will be completed. The Commission is weighing different options to find the most cost effective method.

***What is are return on investment? How much are the systems actually being used and are they worth was is being spent?***

The Commission's EAM system is used to monitor and manage the deployment, performance, and maintenance of Commission assets. This is the single most important tool for preventing operational problems and uncovering savings. The EAM enables the Commission to save time and money by optimizing maintenance resources, improving equipment and staff productivity, and increasing inventory efficiency. The GIS allows the Commission to save time and money by quickly and accurately identifying and locating assets. The integration of these two systems has also reduced the daily operating cost by allowing the end-user to access and utilize both systems through a single interface. Both the GIS and the EAM system includes reporting tools that enable better decision-making to help improve future asset performance management and cost savings.

Both the GIS and EAM systems are used on a daily basis by all departments.

The worth of these systems increases daily as they are used by the Commission staff. Both of these systems have a far greater potential for increased worth as their complete functionality is realized.

## Robert Martin

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**From:** bchaplin03@comcast.net  
**Sent:** Monday, March 01, 2010 5:27 PM  
**To:** Robert Martin; Rathje, S. Louis  
**Cc:** Maureen Crowley  
**Subject:** Response to answers

Regarding the Computer upgrades

EAM and GIS systems: When will the upgrades be completed? For the GIS do we have to spend this each year? EAM how much more work is needed? What is the yearly support on this?

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Who is doing the document scanning?

\  
What is are return on investment? How much are the systems actually being used and are they worth was is being spent?

Thank you,


Liz Chaplin



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin General Manager

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

DATE: March 5, 2010

SUBJECT: Status of Operations

### Operations Overview

The Commission's sales for the month of February were a total of 1.922 billion gallons. This represents an average day demand of 68.7 million gallons per day (MGD), which is lower than the February 2009 average day demand of 73.4 MGD. The maximum day demand was 71.8 MGD on February 1, 2010, which is lower than the February 2009 maximum day demand of 78.4 MGD. The minimum day flow was 67.0 MGD. The Commission's recorded total precipitation for the month of February was 1.64 inches compared to 3.39 inches for February 2009. The level of Lake Michigan for February 2010 is 577.79 (Feet IGLD 1985) compared to 577.47 (Feet IGLD 1985) for February of 2009.

### Water Conservation

The Commission has received the utility rain barrels from the Conservation Foundation and has distributed 22 barrels so far. The Commission has also received 13 completed utility Pledges and 12 status updates on the Utility Pledges.

The "Fix a Leak Week" events will be held on Saturday, March 13<sup>th</sup> at the Itasca Village Library and Saturday, March 20<sup>th</sup> at the Westmont Water Department. A Press Package for these events was sent out to local newspapers, our customers, EPA representatives, Local Scout Troops, SCARCE, and the AWWA Water Efficiency Committee. The information is also available on the Water Conservation web site [www.preservingeverydrop.org](http://www.preservingeverydrop.org)

The February Water Conservation Newsletter was sent out to all Utility Water Conservation Coordinators and is posted on the Water Conservation web site [www.preservingeverydrop.org](http://www.preservingeverydrop.org)

Staff hosted an event for DuPage area School Teachers on February 26, 2010. The event included a tour of the facility and a presentation on the Commission's Water Conservation and Protection Program and the green initiatives included in the Generation Project.

### Document Management

CLS has completed the installation and implementation of the Document Management Software, WorkShare Comparison software, and provided end-user training for the above mentioned software.

The Records Management software has been installed, which completes the first phase of the Document Management System. Staff will now start the process of moving documents into the new databases once in-house training has been completed.

Work continues with the CLS Group to complete the document inventory that will be sent to the Secretary of State for their destruction authorization.

### Facilities Construction Overview

#### Contract PSD-6 Reservoir Addition - Division A – Equipment Storage Building and Material Storage

The Contractor is working on final punch list items.

#### Contract PSD-7 DPPS Electrical Generation

Masonry, electrical, mechanical, painting and HVAC work is ongoing. A report has been provided by the engineer for review. Change Order No. 7 appears on the agenda as Resolution No. R-13-10. A table of change orders approved, pending or in development has been prepared for review. Payout No. 14 appears on the Accounts Payable. The project completion date remains November 25, 2010.

#### Generator Supply Contract

With all generators installed, start-up and testing is all that remains under this contract. The dates for these activities are to be determined based upon work progress of the PSC-4 and PSD-7 contracts.

Contract PSC-4 Lexington Pump Station Electrical Generation / Variable Frequency Drives

Masonry, interior electrical and HVAC work and painting is underway. A report has been provided by the engineer for review. Payout No. 8 appears on the Accounts Payable. A table of change orders approved, pending or in development has been prepared for review. The project completion date is October 21, 2010.

As reported last month there is a growing concern that the completion of the work will be delayed due to critical equipment shop drawing submittals not being provided in a timely manner. As per the direction of the Engineering Committee, a report has been prepared for further review.

Contract PSC-5 Lexington Photovoltaic Cells

Installation of underground cabling and safety switches is ongoing and is impacted by the PSC-4 housing and electrical work. A report has been provided by the engineer for review. A table of change orders approved, pending or in development has been prepared for review. The project completion date is July 21, 2010.

Winfield Additional Connection – Contract MS-17/10

The Contract bid opening was held on February 17<sup>th</sup>. The recommendation to award a contract for construction appears on the agenda as R-12-10. The Village of Winfield has the item on their March 4, 2010 Board agenda in order to advance the cash deposit, required as per our IGA, prior to the Commission awarding the Contract.

Naperville Additional Connection

The City of Naperville has removed this project from their capital improvement plan.

DuPage County Service Areas

Contract MS-18/09 - The Contractor has completed the discharge piping and the connection to the DuPage County distribution system and is preparing for the installation of the feeder main for Glen Ellyn Heights. The water main work for Hobson Valley is complete with the exception of disinfection and bacteriological sampling. DPC radio work is underway. Change Order No.1 appears on the agenda as R-13-10. The project completion remains March 15, 2010.



**GIS****DuPage Pumping Station As-built Drawings**

This project is ongoing with staff working on “redlining” the drawings that were developed by Patrick Engineering. The changes and annotations identified by staff will be incorporated into the final drawings. It’s expected that this project will be completed in April.

**GIS Data**

Staff has been collecting GPS data in the field for new meter stations and feeder mains and at the 75<sup>th</sup> and Washington Streets relocation. The next step is to import the data into GIS and update the pipeline layer.

**Pipeline Construction Overview****CONTRACT QR-8/08 (QUICK RESPONSE CONTRACT)**

Authorization Order Number 18 for the repair of two pavement patches located on Taft Ave. in the City of Berkeley was approved at the February Board meeting. This work will begin as soon as weather permits and the area asphalt plants have reopened and resumed the production of hot mix asphalt.

**Contract TS-7 (South Transmission Main Relocation)**

Work is in progress and is on schedule for a completion date of March 15, 2010.

**TS- 3/88 (South Transmission Main Repair)**

Work is tentatively scheduled to begin on March 8, 2010.

**MARCH 2010 COMMISSION AGENDA ITEMS:**

**R-11-10**----A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with EN Engineering, LLC at the March 11, 2010, DuPage Water Commission Meeting

**R-12-10**----A Resolution Awarding a Contract for the Construction of Winfield Meter Station 27B (Contract MS-17/10) at the March 11, 2010, DuPage Water Commission Meeting.

**R-13-10**----A Resolution Approving and Ratifying Certain Contract Change Orders at the March 11, 2010, DuPage Water Commission Meeting.

Attachments:

1. DuPage Laboratory Bench Sheets for February, 2010
2. Water Sales Analysis 01-May-06 to 28-February-10
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages
5. Facilities Construction Change Order Log March 4, 2010

Operations\Memorandums>Status of Oper/2010/0305.doc

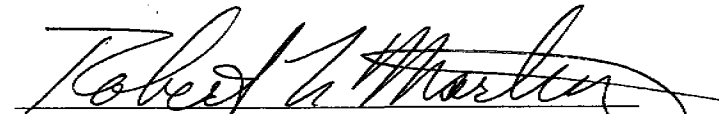
DUPAGE WATER COMMISSION LABORATORY BENCH SHEET  
MONTHLY REPORT FOR FEBRUARY 2010

## LEXINGTON SUPPLY

## DUPAGE DISCHARGE

DAY	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	PO <sub>4</sub> mg/l	FREE CL <sub>2</sub> mg/l	TURBIDITY NTU	TEMP °F	pH	Fluoride	PO <sub>4</sub> mg/l	P.A.C. LBS/MG	ANALYST INT
1	0.94	0.09	0.48	0.93	0.09	36	7.7	1.0	0.48	0	RC
2	0.90	0.09	0.48	0.91	0.08	36	7.6	1.1	0.48	0	GA
3	0.92	0.09	0.48	0.90	0.09	36	7.7	1.1	0.50	0	RC
4	0.89	0.10	0.48	0.90	0.08	36	7.7	1.2	0.49	0	GA
5	0.88	0.10	0.50	0.89	0.07	36	7.7	1.2	0.47	0	GA
6	0.90	0.10	0.48	0.89	0.08	36	7.7	1.2	0.50	0	GA
7	0.91	0.10	0.50	0.89	0.08	36	7.6	1.2	0.46	0	GA
8	0.91	0.10	0.49	0.91	0.08	36	7.7	1.0	0.48	0	RC
9	0.88	0.10	0.49	0.90	0.08	36	7.7	1.2	0.49	0	RC
10	0.92	0.08	0.49	0.89	0.08	36	7.7	1.2	0.47	0	RC
11	0.92	0.09	0.49	0.92	0.08	36	7.7	1.1	0.50	0	RC
12	0.91	0.09	0.47	0.92	0.08	36	7.7	1.2	0.49	0	GA
13	0.93	0.10	0.48	0.89	0.09	36	7.6	1.2	0.48	0	GA
14	0.90	0.10	0.51	0.88	0.07	36	7.6	1.2	0.49	0	GA
15	0.92	0.10	0.47	0.89	0.08	36	7.7	1.2	0.47	0	GA
16	0.91	0.10	0.50	0.88	0.07	36	7.7	1.1	0.48	0	RC
17	0.93	0.09	0.48	0.89	0.08	36	7.7	1.1	0.48	0	RC
18	0.94	0.09	0.48	0.91	0.08	36	7.6	1.0	0.49	0	RC
19	0.93	0.10	0.51	0.89	0.10	36	7.6	1.1	0.50	0	RC
20	0.92	0.10	0.50	0.88	0.08	36	7.6	1.0	0.52	0	GA
21	0.90	0.10	0.47	0.89	0.07	36	7.7	1.0	0.48	0	GA
22	0.90	0.11	0.48	0.90	0.08	36	7.7	1.2	0.47	0	GA
23	0.92	0.09	0.51	0.90	0.09	36	7.7	1.2	0.49	0	GA
24	0.91	0.09	0.50	0.89	0.08	36	7.7	1.1	0.49	0	RC
25	0.89	0.10	0.52	0.91	0.09	36	7.7	1.2	0.50	0	RC
26	0.89	0.10	0.52	0.88	0.09	36	7.7	1.2	0.51	0	RC
27	0.91	0.10	0.49	0.89	0.09	36	7.7	1.0	0.49	0	RC
28	0.92	0.10	0.50	0.92	0.08	36	7.6	1.0	0.48	0	GA
AVG	0.91	0.10	0.49	0.90	0.08	36	7.7	1.1	0.49	0	
MAX	0.94	0.11	0.52	0.93	0.10	36	7.7	1.2	0.52	0.00	
MIN	0.88	0.08	0.47	0.88	0.07	36	7.6	1.0	0.46	0.00	

  
Terrance McGhee  
Manager of Water Operations

  
Robert L. Martin  
General Manager

DU PAGE WATER COMMISSION  
WATER SALES ANALYSIS

01-May-92 TO 28-Feb-10

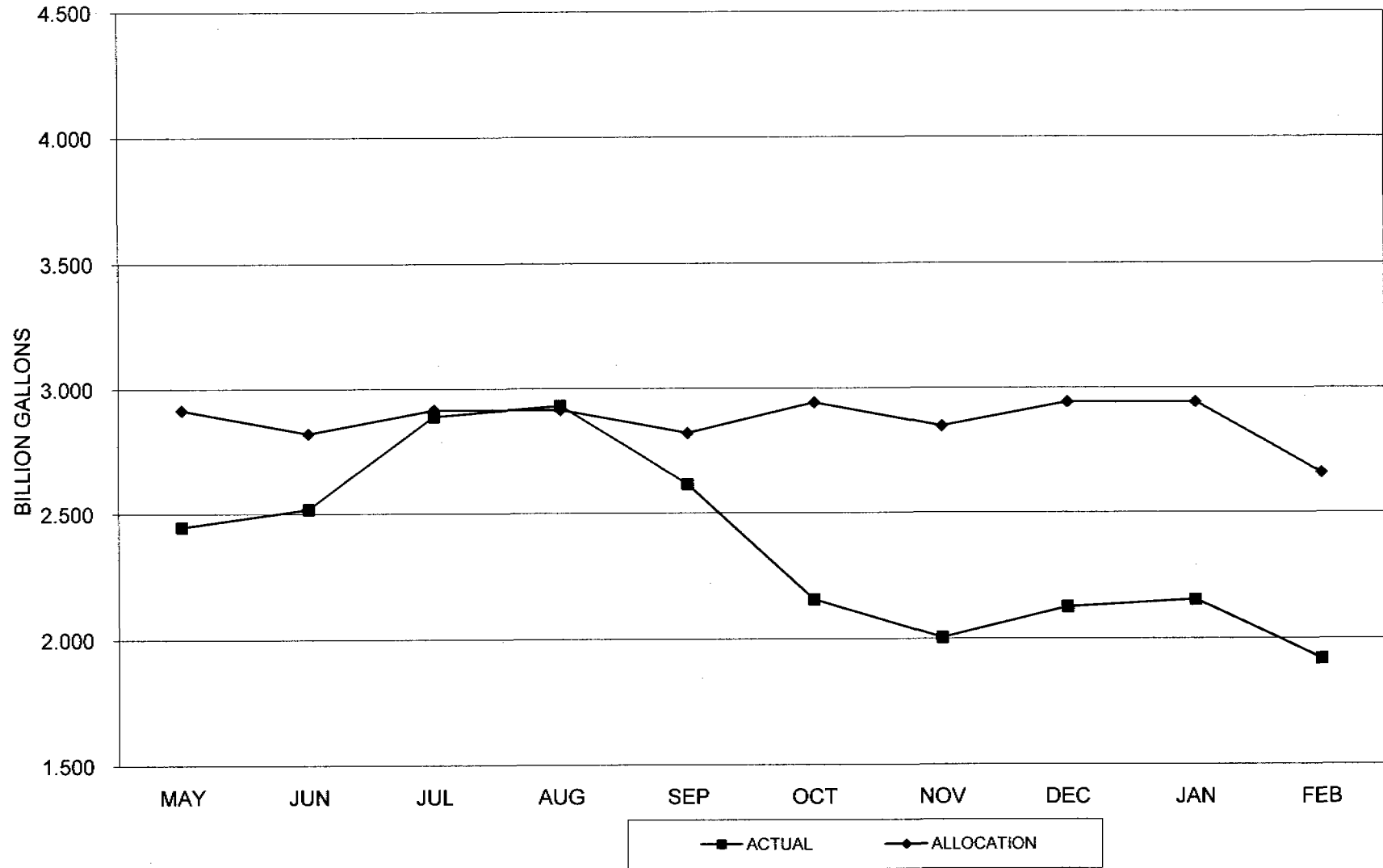
PER DAY AVERAGE 81,572,198

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED	TOTAL	DWC RATE	CHGO RATE
							COMMISSION WATER USE %	ACCOUNTED FOR %		
May-06	2,610,813,000	2,692,357,782	96.97%	\$3,237,408.12	\$3,580,835.85	5,227,307	0.19%	97.17%	\$1.24	\$1.330
Jun-06	2,992,447,000	3,070,487,707	97.46%	\$3,710,960.98	\$4,083,748.65	4,407,260	0.14%	97.60%	\$1.24	\$1.330
Jul-06	3,271,454,000	3,360,915,489	97.34%	\$4,056,602.96	\$4,470,017.60	4,330,000	0.13%	97.47%	\$1.24	\$1.330
Aug-06	3,182,143,000	3,278,914,023	97.05%	\$3,945,857.32	\$4,360,955.65	4,157,170	0.13%	97.18%	\$1.24	\$1.330
Sep-06	2,472,175,000	2,539,240,000	97.36%	\$3,065,988.70	\$3,377,189.20	4,242,692	0.17%	97.53%	\$1.24	\$1.330
Oct-06	2,290,903,000	2,358,823,308	97.12%	\$2,840,719.72	\$3,137,235.00	4,540,716	0.19%	97.31%	\$1.24	\$1.330
Nov-06	2,180,207,000	2,227,311,241	97.89%	\$2,703,456.68	\$2,962,323.95	28,850,568	1.30%	99.18%	\$1.24	\$1.330
Dec-06	2,226,395,000	2,288,619,699	97.28%	\$2,760,729.80	\$3,043,864.20	3,979,814	0.17%	97.46%	\$1.24	\$1.330
Jan-07	2,220,804,000	2,280,218,308	97.39%	\$2,753,796.96	\$3,032,690.35	3,980,439	0.17%	97.57%	\$1.24	\$1.330
Feb-07	2,140,510,000	2,201,007,331	97.25%	\$2,654,454.82	\$2,927,339.75	3,710,444	0.17%	97.42%	\$1.24	\$1.330
Mar-07	2,210,108,000	2,285,918,985	96.68%	\$2,741,312.06	\$3,040,272.25	3,891,151	0.17%	98.35%	\$1.24	\$1.330
Apr-07	2,181,740,000	2,251,116,429	96.92%	\$2,705,357.60	\$2,993,984.85	4,352,433	0.19%	97.11%	\$1.24	\$1.330
May-07	2,863,644,000	2,951,900,000	97.01%	\$2,978,988.48	\$3,926,001.00	4,012,875	0.14%	97.15%	\$1.04	\$1.330
Jun-07	3,292,831,000	3,396,024,774	96.96%	\$3,424,545.52	\$4,516,712.95	4,468,064	0.13%	97.09%	\$1.04	\$1.330
Jul-07	3,314,840,000	3,412,423,571	97.14%	\$3,447,433.60	\$4,538,523.35	4,456,650	0.13%	97.27%	\$1.04	\$1.330
Aug-07	2,883,008,000	2,966,379,286	97.19%	\$2,998,328.32	\$3,945,284.45	4,172,900	0.14%	97.33%	\$1.04	\$1.330
Sep-07	2,951,692,000	3,051,590,188	96.73%	\$3,070,294.72	\$4,058,614.95	3,977,217	0.13%	96.86%	\$1.04	\$1.330
Oct-07	2,512,609,400	2,578,045,000	97.46%	\$2,614,883.38	\$3,428,799.85	9,585,389	0.37%	97.83%	\$1.04	\$1.330
Nov-07	2,143,753,000	2,205,810,263	97.19%	\$2,230,952.72	\$2,933,727.65	10,390,297	0.47%	97.66%	\$1.04	\$1.330
Dec-07	2,228,281,000	2,292,016,165	97.22%	\$2,317,412.24	\$3,048,381.50	2,174,944	0.09%	97.31%	\$1.04	\$1.330
Jan-08	2,262,968,000	2,324,208,591	97.37%	\$2,353,486.72	\$3,554,877.04	2,134,597	0.09%	97.46%	\$1.04	\$1.530
Feb-08	2,145,137,000	2,197,527,140	97.62%	\$2,232,195.60	\$3,361,117.76	2,074,217	0.09%	97.71%	\$1.04	\$1.529
Mar-08	2,239,073,000	2,295,015,835	97.56%	\$2,328,635.92	\$3,510,226.72	2,041,001	0.09%	97.65%	\$1.04	\$1.530
Apr-08	2,177,771,000	2,244,319,320	97.03%	\$2,266,101.68	\$3,432,686.40	8,144,629	0.36%	97.40%	\$1.04	\$1.530
May-08	2,474,831,000	2,566,584,008	96.43%	\$2,573,824.24	\$3,925,590.24	4,884,294	0.19%	96.62%	\$1.04	\$1.529
Jun-08	2,604,318,000	2,677,371,376	97.27%	\$2,709,084.64	\$4,095,039.52	1,964,000	0.07%	97.34%	\$1.04	\$1.530
Jul-08	3,152,495,000	3,254,898,777	96.85%	\$3,278,594.80	\$4,978,367.68	2,131,900	0.07%	96.92%	\$1.04	\$1.530
Aug-08	3,184,859,000	3,279,095,181	97.13%	\$3,312,253.36	\$5,015,376.08	2,353,100	0.07%	97.92%	\$1.04	\$1.530
Sep-08	2,552,623,000	2,619,576,751	97.44%	\$2,655,066.48	\$4,006,642.64	2,109,972	0.08%	97.52%	\$1.04	\$1.529
Oct-08	2,302,750,000	2,362,503,982	97.47%	\$2,855,410.00	\$3,613,449.84	7,923,498	0.34%	97.81%	\$1.24	\$1.529
Nov-08	2,096,015,000	2,165,230,363	96.80%	\$2,599,238.12	\$3,311,719.84	2,220,353	0.10%	96.91%	\$1.24	\$1.529
Dec-08	2,256,850,000	2,320,311,736	97.26%	\$2,798,494.00	\$3,548,916.80	2,283,006	0.10%	97.36%	\$1.24	\$1.529
Jan-09	2,293,548,000	2,349,026,333	97.64%	\$2,843,999.52	\$4,131,937.32	2,163,839	0.09%	97.73%	\$1.24	\$1.759
Feb-09	2,048,827,000	2,102,586,263	97.44%	\$2,540,545.48	\$3,696,346.65	1,967,373	0.09%	97.54%	\$1.24	\$1.758
Mar-09	2,141,079,000	2,198,279,067	97.40%	\$2,655,454.08	\$3,864,574.60	5,652,898	0.26%	97.66%	\$1.24	\$1.758
Apr-09	2,090,046,000	2,146,681,399	97.36%	\$2,591,657.04	\$3,773,865.90	2,265,801	0.11%	97.47%	\$1.24	\$1.758
May-09	2,446,586,000	2,522,765,415	96.98%	\$3,620,947.28	\$4,435,021.60	2,189,800	0.09%	97.07%	\$1.48	\$1.758
Jun-09	2,517,674,000	2,587,363,481	97.31%	\$3,726,157.52	\$4,548,585.00	2,202,450	0.09%	97.39%	\$1.48	\$1.758
Jul-09	2,888,499,000	2,971,742,918	97.20%	\$4,274,978.52	\$5,224,324.05	2,030,397	0.07%	97.27%	\$1.48	\$1.758
Aug-09	2,931,183,000	3,010,833,874	97.35%	\$4,338,150.84	\$5,293,045.95	7,554,834	0.25%	97.61%	\$1.48	\$1.758
Sep-09	2,614,552,000	2,691,957,594	97.12%	\$3,869,536.96	\$4,732,461.45	1,994,945	0.07%	97.20%	\$1.48	\$1.758
Oct-09	2,155,177,000	2,204,779,266	97.75%	\$3,189,661.96	\$3,876,001.95	2,141,324	0.10%	97.85%	\$1.48	\$1.758
Nov-09	2,003,572,000	2,054,392,036	97.53%	\$2,965,286.56	\$3,611,621.20	2,224,921	0.11%	97.63%	\$1.48	\$1.758
Dec-09	2,124,149,000	2,174,881,342	97.67%	\$3,143,740.52	\$3,823,441.40	2,335,534	0.11%	97.77%	\$1.48	\$1.758
Jan-10	2,152,708,000	2,207,536,160	97.52%	\$3,186,007.84	\$4,426,110.00	2,148,128	0.10%	97.61%	\$1.48	\$2.005
Feb-10	1,920,433,000	1,956,112,219	98.18%	\$2,842,240.84	\$3,922,005.00	1,920,979	0.10%	98.27%	\$1.48	\$2.005
TOTALS (1)	531,279,727,400	546,840,217,995	97.15%	\$695,368,271.71	\$650,045,226.53	561,780,937	0.10%	97.26%		

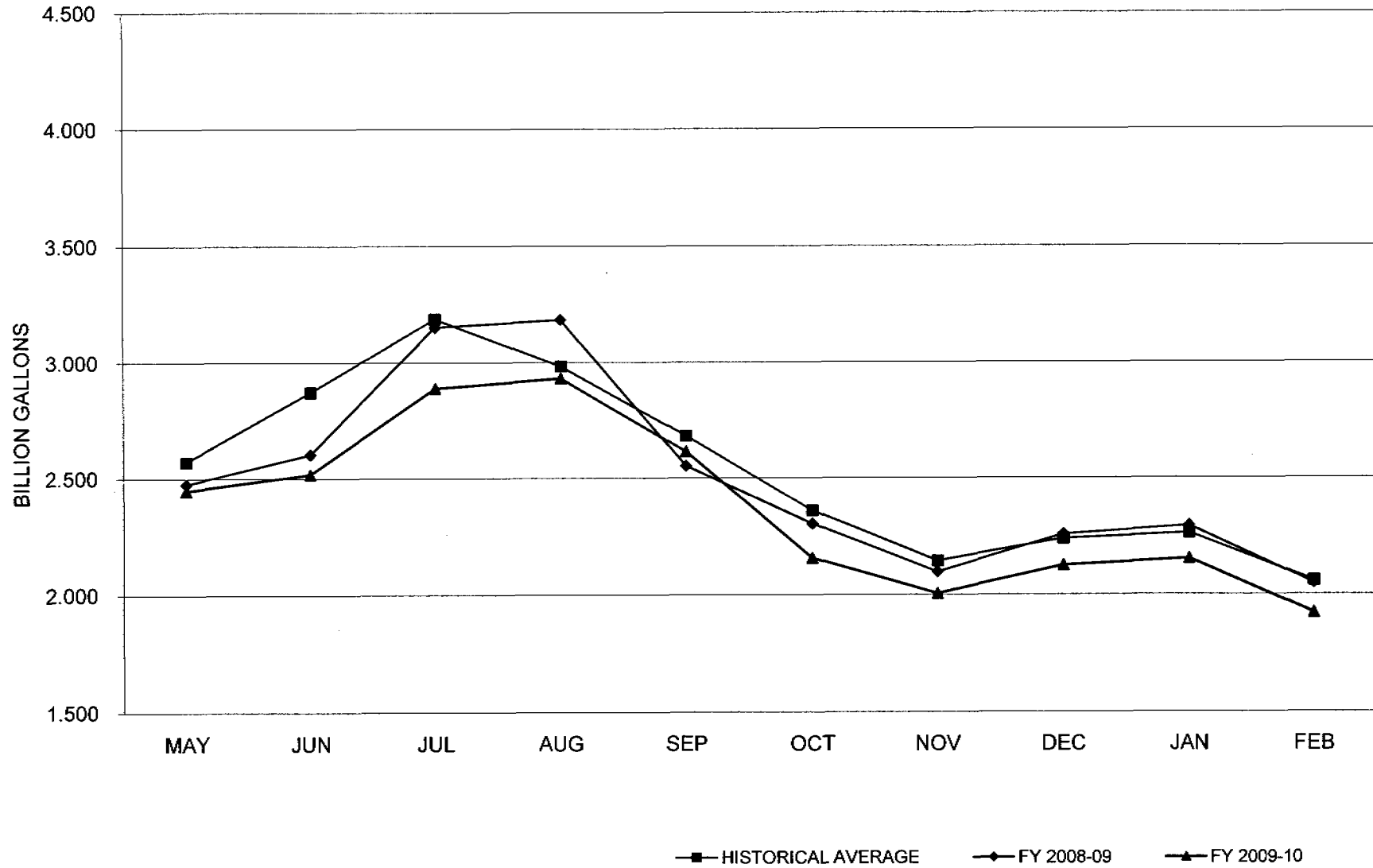
(1) - SINCE MAY 1, 1992

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

**DU PAGE WATER COMMISSION SALES  
FY 2009-10 VS. ALLOCATION**



**DU PAGE WATER COMMISSION SALES  
FY 2009-10 & FY 2008-09 VS. HISTORICAL AVERAGE**



**DuPage Water Commission  
Facilities Construction Change Order Log**

**March 4, 2010**

<b>PSC-4 LEXINGTON GENERATORS AND VFD'S</b>			<b>ORIGINAL CONTRACT</b>	<b>\$17,209,000.00</b>	
<b>CHANGE ORDER</b>	<b>DATE APPROVED</b>	<b>CONTENT</b>	<b>COST</b>	<b>REVISED CONTRACT COST</b>	
1	4/9/09	South Road Modifications	\$28,331.37	\$17,237,331.37	<b>CUMULATIVE CHANGE ORDER PERCENTAGE</b> 1.76%
2	9/10/09	Building Permit Related Work	\$204,866.51	\$17,442,217.88	
3	10/9/09	South Road Manhole Adjustment	\$3,270.43	\$17,445,468.31	
4	2/12/10	IDOT Permit Required Work	\$67,025.47	\$17,512,493.78	
5	In Development	Underground Fuel Storage Tank Permit Requirements and Roof Curb Additions	Approximated at \$70,500.00		
<b>PSC-5 LEXINGTON PHOTOVOLTAIC</b>			<b>ORIGINAL CONTRACT</b>	<b>\$7,996,000.00</b>	
<b>CHANGE ORDER</b>	<b>DATE APPROVED</b>	<b>CONTENT</b>	<b>COST</b>	<b>REVISED CONTRACT COST</b>	<b>CUMULATIVE CHANGE ORDER PERCENTAGE</b>
1	8/14/09	Expansion of 24 KW from ILDCEO Grant received	\$250,000.00	\$8,246,000.00	3.13%
2	In Development	Reservoir Electric Installation Modifications	Approximated at \$40,000.00		
<b>PSD-7 DUPAGE GENERATORS/OFFICE/GARAGE EXPANSION</b>			<b>ORIGINAL CONTRACT</b>	<b>\$16,970,000.00</b>	
<b>CHANGE ORDER</b>	<b>DATE APPROVED</b>	<b>CONTENT</b>	<b>COST</b>	<b>REVISED CONTRACT COST</b>	
1	2/6/09	Building Permit Required Work - Garage	\$78,175.00	\$17,048,175.00	<b>CUMULATIVE CHANGE ORDER PERCENTAGE</b> 1.68%
2	5/15/09	Sanitary Casing/Demolition and Storm water Work	\$36,131.00	\$17,084,306.00	
3	7/10/09	Structural/Architectural Modifications	\$14,279.00	\$17,098,585.00	
4	8/14/09	ComEd Work, IDOT Permit Required Work, Add Gypsum and Knee Wall	\$33,179.00	\$17,131,764.00	
5	10/9/09	Roof and Underground Piping Modifications, Water Stop Addition	\$29,861.00	\$17,161,625.00	
6	2/12/10	15 Items; Electrical, Data, Natural Gas Piping, Fall Protection, Water Main Work and Credit, Mechanical Work, Permit Required Sanitary Vents	\$74,959.00	\$17,236,584.00	
7	Pending	Combination Motor Starters, Fuel/Oil Piping Modifications	\$18,576.00	\$17,255,160.00	
8	In Development	Perimeter Security System, Access Controls and Monitoring System Additions	Approximated at \$250,000.00		



# DuPage Water Commission

## MEMORANDUM

TO: Robert Martin

FROM: Chris Bostick *CB*

DATE: March 4, 2010

SUBJECT: Contract PSC-4/08 – JJ Henderson – Excess Engineering Charges

At the February 11, 2010 Engineering Committee meeting, the Committee members were advised by Staff that excess engineering charges would be directly deducted from JJ Henderson's construction invoices commencing with invoice #8. The Committee was advised these deductions are mostly related to the second and subsequent re-submittal reviews for critical electrical equipment associated with the generator facility and also variable frequency drive equipment used for pumping operations. In addition, the Committee members were advised that the engineering team is concerned these delays will directly affect the delivery, start-up, and testing of the equipment. Furthermore, these anticipated delays could extend past the Contract Completion date where damages could be applied at a minimum of \$2,000.00 per day. The above mentioned actions are in accordance with the PSC-4/08 Contract. The Engineering Committee requested a report on this matter. Please note that the Contractor's Project Management team has been advised of the deductions and possible damage assessment and is preparing to pass along these deducts to the appropriate subcontractor or supplier as the case may be.

### Excess Engineering Charges

As per the General Conditions of the Contract, section 1.13 Submittals Required, the Contractor is allowed two chances to achieve approved status on submittals at no cost to the Contractor. The first two submittal reviews are at the expense of the DuPage Water Commission and are included in the engineering agreement with the Engineer, Greeley and Hansen. Additional reviews required by the Engineer are billed to the Commission. The Contract language in the PSC-4 Contract provides a mechanism to reimburse the Commission for the extra Engineering effort.

The following table reflects the specification/submittal number, the subject, the date received from the Contractor, The date returned to the Contractor after the Engineers review and the approval status. The review status is reflected in the following manner: Revise and Resubmit, Approved as Noted or Approved. Any status but "Approved" or "No Exception Noted" requires the Contractor to provide a re-submittal. Initial submittals begin with a suffix of A, a first re-



submittal has a suffix of B, and subsequent re-submittals of C and so forth are subject to Excess Engineering.

<b>CONTRACT START DATE: 03/20/08</b>			<b>CONTRACT COMPLETION DATE: 10/21/10</b>		
<b>MEDIUM VOLTAGE VFD</b>					
SPEC/SUBMITTAL	PAGES OF DATA	DATE REC'D FROM CONTRACTOR	DATE RETURNED TO CONTRACTOR	ELAPSED TIME	STATUS OF REVIEW
16268-001A	102	3/10/09	4/15/09		REVISE AND RESUBMIT
16268-001B	259	6/12/09	6/19/09		REVISE AND RESUBMIT
16268-001C	318	7/21/09	8/24/09		REVISE AND RESUBMIT
16268-001D	370	8/26/09	9/19/09		193 DAYS
<b>VFD MANUFACTURER QUALITY ASSURANCE</b>					
SPEC/SUBMITTAL	PAGES OF DATA	DATE REC'D FROM CONTRACTOR	DATE RETURNED TO CONTRACTOR	ELAPSED TIME	STATUS OF REVIEW
16268-002A	5	3/10/09			WITDRAWN BY CONTRACTOR
16268-002B	6	4/23/09	4/24/09		REVISE AND RESUBMIT
16268-002C	9	5/29/09	6/09/09		REVISE AND RESUBMIT
16268-002D	16	7/21/09	7/21/09		REVISE AND RESUBMIT
16268-002E	3	8/6/09	8/17/09		REVISE AND RESUBMIT
16268-002F	3	8/27/09	10/23/09		227 DAYS
<b>SUBSTATION TRANSFORMERS</b>					
SPEC/SUBMITTAL	PAGES OF DATA	DATE REC'D FROM CONTRACTOR	DATE RETURNED TO CONTRACTOR	ELAPSED TIME	STATUS OF REVIEW
16275-001A	25	3/6/09	4/3/09		REVISE AND RESUBMIT
16275-001B	39	5/29/09	7/22/09		REVISE AND RESUBMIT
16275-001C	39	10/12/09	12/21/09		290 DAYS
<b>GENERATOR PARALLELING GEAR</b>					
SPEC/SUBMITTAL	PAGES OF DATA	DATE REC'D FROM CONTRACTOR	DATE RETURNED TO CONTRACTOR	ELAPSED TIME	STATUS OF REVIEW
16291-001A	490	2/12/09	5/18/09		REVISE AND RESUBMIT
16291-001B	1211	8/07/09	8/20/09		REVISE AND RESUBMIT
16291-001C	1065	9/23/09	10/20/09		REVISE AND RESUBMIT
16291-001D	905	1/26/10	2/16/10		369 DAYS
<b>MEDIUM VOLTAGE SWITCHGEAR</b>					
SPEC/SUBMITTAL	PAGES OF DATA	DATE REC'D FROM CONTRACTOR	DATE RETURNED TO CONTRACTOR	ELAPSED TIME	STATUS OF REVIEW
16341-001A	164	6/02/09	7/29/09		REVISE AND RESUBMIT
16341-001B	149	11/25/09	1/29/10		REVISE AND RESUBMIT
16341-001C	153	2/8/10	2/17/10		260 DAYS
<b>GENERATOR SWITCHGEAR</b>					
SPEC/SUBMITTAL	PAGES OF DATA	DATE REC'D FROM CONTRACTOR	DATE RETURNED TO CONTRACTOR	ELAPSED TIME	STATUS OF REVIEW
16341-002A	1224	8/08/09	8/20/09		REVISE AND RESUBMIT
16341-002B	1340	9/23/09	10/19/09		REVISE AND RESUBMIT
16341-002C	1525	1/26/10	2/16/10		192 DAYS

Although excess engineering is not exclusive to the PSC-4 project, and are also being assessed to other projects under contract with the Commission, no other project has the added contract time extensions afforded by permit delays and yet is this far behind in achieving the minimum "approved" or "no exception noted" status.

March 4, 2010

**Special Remedies for Delay**

As per the Contract, "No equipment, materials, or supplies shall be purchased, fabricated, or installed until all Required Submittals pertaining thereto have been reviewed and stamped by Engineer with no exception noted or an equivalent notation (Approved). As stated earlier, the engineering team is concerned with the delays in receipt, installation, testing, start-up and training requirements of the equipment recently only receiving the "approved as noted" status of shop drawing submittals. The Contractor may be taking risks in fabrication of the equipment listed above in order to meet the Contract Completion Date; however we cannot allow installation of the equipment until each submittal has achieved final approval. As of March 12, 223 calendar days remain on the Contract Period of 579 days. Should the Work extended past the Contract Completion Date, section 6.6 of the General Conditions state the "Owner may invoke its remedies under Subsection 6.6B above or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, a per diem charge for each Day completion of the Work is delayed beyond the Completion Date computed on the basis of \$2,000.00 per Day, as liquidated damages and not as a penalty..."

Please advise if any additional information is required.



**DuPage Water Commission**

**PSC-04/08**

# **Lexington Pumping Station**

Division A – Generator Facility

Division B – Variable Frequency Drives

## **Progress Report #12**

**February 2010**

Prepared by: Eric Darlinger / MAI



**GREELEY AND HANSEN**



**McDonough Associates Inc.**  
Engineers/Architects

March 3, 2010

## Progress Report – February 2010

The following is a brief report of the progress achieved on the PSC-04/08 project at the Lexington Pumping Station for the month of February 2010.

### I. Summary of Work Performed and Project Status

By the end February the Work for the PSC-04/08 project is progressing within days of the current approved construction schedule. As planned, the masonry work was completed in both buildings, the plumbing piping and electrical work has continued, and work on the Generator penthouses has begun. In addition, the spray fire proofing and fire-resistant joint systems have been completed in both buildings, and the interior painting has been completed in the Electrical Building. Photographs of February's progress can be found at the end of this report.

### II. Project Progress

- Contract Commencement Date                      July 21, 2008
- Contract Duration                                      730 calendar days
  - Days Expended                                      587
- Approved Time Extensions
  - Generator Delivery Period                      188 days
  - Contract Completion Date                      92 days
  
- Revised Contract Duration                      822 calendar days
  - Percent Completion                              71%
- Final Completion Date                              October 21, 2010

### III. Planned Work – March 2010

The Month of March will bring the completion of the majority of the interior painting, continuation of the plumbing, electrical, and HVAC work, and the start of integration/controls work. In addition, the witness testing for the new Pumping Station VFD's is currently scheduled to start March 15<sup>th</sup>.

### IV. Construction Costs and Progress Payments

The following summary reflects activity through pay request #8 which is currently being processed and the Board approved Change Order #4.

- Original Contract Price                              \$ 17,209,000.00
  
- Approved Permit Related Change Orders                      \$ 351,223.23
  - Permit Change Order Percentage                      2.0%
  
- Approved Constructive Change Orders                      -\$ 47,729.45
  - Constructive Change Order Percentage                      -0.3%
  
- Revised Contract Price                              \$ 17,512,493.78
- Completed to Date                                      \$ 7,646,856.68
- Percent Completed to Date                              43.7%

## Progress Report – February 2010

### V. Pending Action Items and Project Issues

#### A. *Water Main Change Order Request*

The contractor has recently responded to Ownership's request for further information/clarification for this change order request. The revised recommendation and Contractor's response will be issued for ownership's review in March.

#### B. *Penthouse Roofing Change Order Request*

Negotiation of the change order request for the roofing area within the penthouses on the Generator Building has been completed recently. The Engineer's recommendation will be issued in March for ownership review.

#### C. *Paralleling and Switchgear Equipment Submittals*

Submittals for the primary electrical components of the project were given approved as noted status in February. While this was definitely a step in the right direction, there were several Contractor actions required in the approval notes. Most notable of these was the resubmission and approval of the short circuit study before proceeding with construction of the switchgear. At this time the resubmittal from the Contractor is expected in early March.



## Progress Report – February 2010

### Masonry Work in the Electrical Building





## Progress Report – February 2010

### Masonry Work in the Generator Building



## Progress Report – February 2010

---

### Electrical Building Painting and Fire-Resistant Joint Installation





## Progress Report – February 2010

### Beginning of Penthouse Installation for the Generator Building





**DuPage Water Commission**

**PSC-05/08**

**Lexington Pumping Station**

**PHOTOVOLTAIC SYSTEM**

**Progress Report #7**

**February 2010**

Prepared by: Eric Darlinger / MAI



**GREELEY AND HANSEN**



**McDonough Associates Inc.**  
**Engineers/Architects**

March 3, 2010

## Progress Report –February 2010

The following is a brief report of the progress achieved on the PSC-05/08 project at the Lexington Pumping Station for the month of February 2010.

### I. Summary of Work Performed and Project Status

Progress for the PSC-05/08 project has been slightly behind the approved schedule for the month of February, but this is not expected to negatively impact the overall completion date for the project. The progress schedule is in the process of being updated to reflect current status. Final wire termination at the PV panels is now complete, all of the reservoir wall equipment has been installed, and cable installation for this equipment has been started. Photographs of February's progress can be found at the end of this report.

### II. Project Progress

- Contract Commencement Date July 21, 2008
- Contract Duration 730 calendar days
  - Days Expended 587
  - Percent Time Complete 80.4%
- Approved Time Extension 0 days
- Final Completion Date July 21, 2010

### III. Planned Work – March 2010

During the month of March, equipment pads in the Electrical Building will be completed by the PSC-4 Contractor allowing for placement of the inverters and the current transformer/meter compartments. Once the equipment is in place in the Electrical Building, cable installation from the reservoir wall to the equipment will proceed.

### IV. Construction Costs and Progress Payments

The progress payment summary is reflective of the installation milestone payment currently being processed.

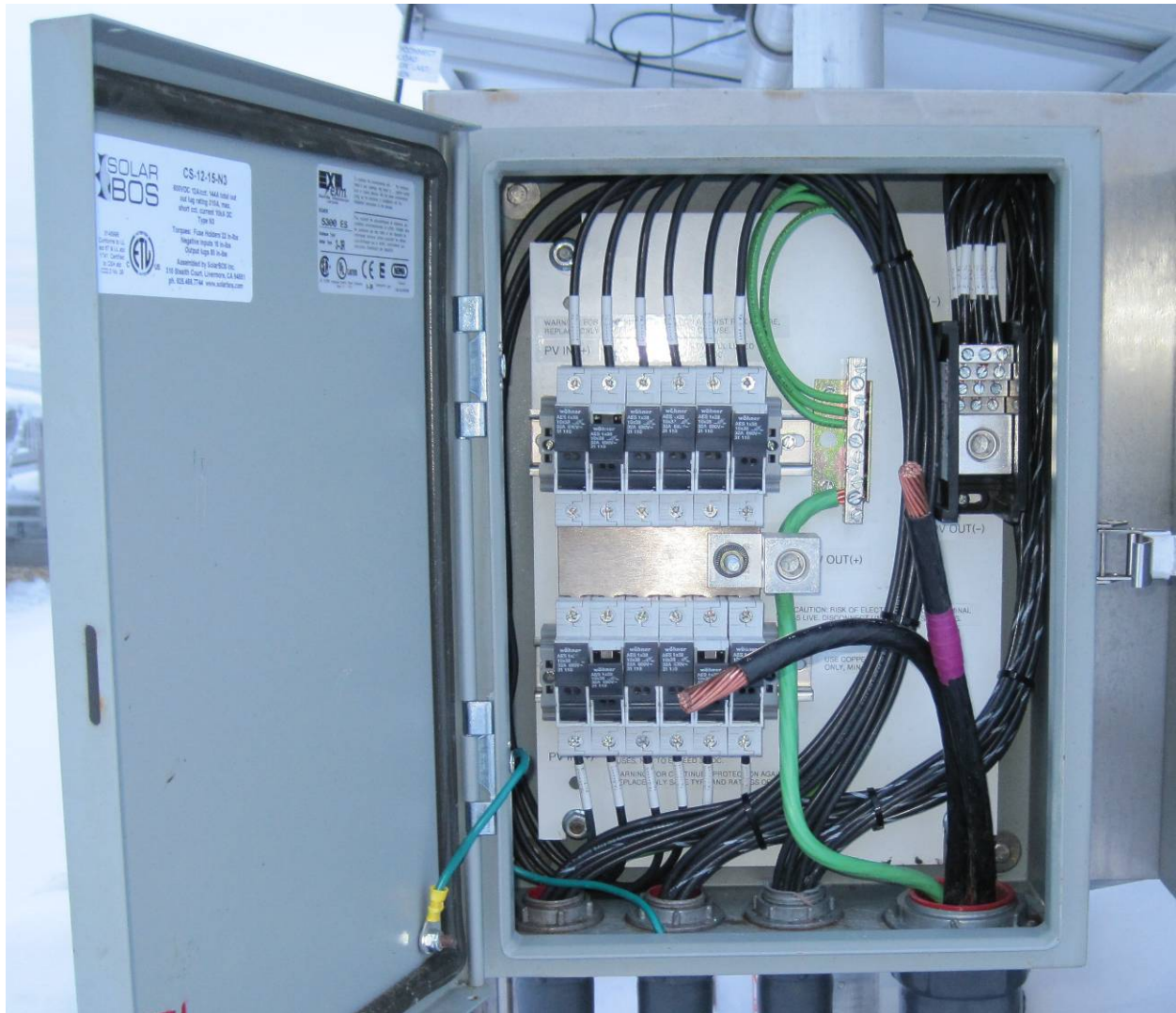
- Original Contract Price \$ 7,996,000.00
- Approved Grant Change Orders \$ 250,000.00
- Approved Constructive Change Orders \$ 0.00
- Constructive Change Order Percentage 0.0%
- Revised Contract Price \$ 8,246,000.00
- Completed to Date \$ 6,646,800.00
- Percent Completed to Date 80.6%

### V. Pending Action Items and Project Issues

A. The Contractor has submitted a request for change order for extension of two spare conduits and addition of a wireway for the reservoir wall equipment. The request is currently being reviewed by the Engineer and the recommendation is expected in March.

## Progress Report –February 2010

### Cable Terminations at the Array Combiner Boxes





## Progress Report –February 2010

### Reservoir Wall Equipment



## Progress Report –February 2010

### Fuse Box Cable Terminations



# **Electric Generation Facility & Office/Garage Expansion**



## **DuPage Water Commission**

**600 E. Butterfield Road**

**Elmhurst IL 60126**

**PSD 7/08**

Monthly Progress Report #14

February 2010





March 1, 2010

Mr. Chris Bostick  
Facilities Construction Supervisor/Safety Coordinator  
DuPage Water Commission  
600 East Butterfield Rd.  
Elmhurst, IL 60126

*Subject:* DuPage Water Commission  
Electrical Generation Facility and Office/Garage Expansion  
Monthly Construction Progress Report No. 14

Dear Mr. Bostick:

We herewith submit our Progress Report No. 14 for the construction of the Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station covering the one month period from February 1, 2010 through February 28, 2010.

**1. *Overview and Status of the Work***

The Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station project consist of the renovation and expansion of the Existing Service Building in both the North and South directions. The North expansion is to create office space, the South expansion is to house four Standby 2500 kW Diesel Engine-Generators and the existing portion is to be the Electrical Room. Due to the conversion of the Existing Service Building a new Garage is to be built. Also, the existing Upper Parking Lot is to be relocated to the Northwest area of the site to allow for the installation of a covered parking structure. The project includes site piping, grading and pavement to accommodate the changes.

In the past month, Williams Brothers Construction, Inc. (WBCI) has continued installing the air intake plenum in the Generator Building and installed HVAC diffusers in the Office Building. They also continued installing fire suppression and sprinkler piping. Additionally, grinding was completed and rubbing began on the interior walls of the Covered Parking Structure. WBCI continued performing patchwork on the existing walls, ceiling and floors inside the buildings and continued painting the walls and structural



steel. They installed the power distribution panels in the Electrical Room as well as pulled wire and installed lights throughout the buildings. Also, installation of fuel piping in the Day Tank Room continued. Finally, they continued installing casework, doors and glazing throughout the buildings.

**2. *Scheduled Upcoming Work/March, 2010***

In the next month, Williams Brothers Construction, Inc. plans to continue painting the structural steel, doors, conduit, ceilings and walls in the buildings. Electrical work will continue in the office, generator and existing service buildings with the installation of electrical equipment, cable and wire. The intake plenum installation will continue in the Generator Building along with the installation of the brick on the security wall. Finally, WBCI will continue rubbing the walls of the Covered Parking Structure.

**3. *Project Schedule***

The February 2010 Construction Schedule update indicates the project's final completion date remains on schedule.

*Contract No. PSD-7/08*

▪ Contract Execution Date	November 25, 2008
▪ Contract Duration (final Completion)	730 calendar days
▪ Time Expended	462 days
▪ Percent Time Complete	63.29%
▪ Approved Time Extensions	0 days
▪ Final Completion Date	November 24, 2010

**4. *Construction Costs and Progress Payments***

Applications for Progress Payments have been submitted each month by Williams Brothers Construction, Inc. to commensurate with the work performed. The following is a summary of progress payments.

*Contract No. PSD-7/08*

▪ Original Contract Price	\$16,970,000.00
▪ Approved Change Orders	\$ 266,584.00
▪ Approved Change Order Percentage	1.57%

Mr. C. Bostick  
March 1, 2010  
Page 3

▪ Revised Contract Price	\$17,236,584.00
▪ Total Completed To Date	\$ 13,613,313.00
▪ Percent Completed To Date	78.98%

5. *Pending Action Items and Issues*

- A couple small potential change orders are pending.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Robert J. Reid  
Resident Engineer  
Camp Dresser & McKee Inc.

cc: David D. Tucker, Jacquelyne Sanders

Mr. C. Bostick  
March 1, 2010  
Page 4



Generator Building Ductwork Progress



Power Distribution Panels in Electrical Room

Mr. C. Bostick  
March 1, 2010  
Page 5



Fuel Piping in Day Tank Room



Cabinets in Kitchenette

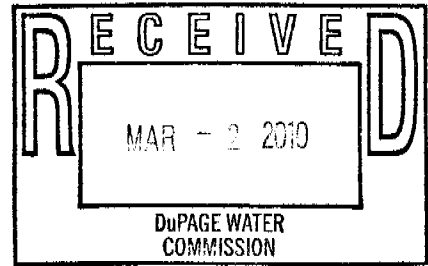
Mr. C. Bostick  
March 1, 2010  
Page 6



Generator Exhaust Louver Progress



# Naperville



March 1, 2010

Mr. S. Louis Rathje, Chairman  
Mr. Robert L. Martin, P.E., General Manager  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, Illinois 60126

Re: Retirement from the City of Naperville and DuPage Water Commission  
Board of Commissioners on April 30, 2010

Gentlemen:

This letter is to advise you that I will be retiring on April 30, 2010 from my 38 years of employment with the City of Naperville and serving 23 years on the DuPage Water Commission Board of Commissioners.

I have already advised Mayor Pradel and Doug Krieger, City Manager for the need to appoint a new Commissioner for municipal representation for District 5 on the Board of Commissioners beginning in May.

It has been my privilege and honor to serve as Naperville's representative on the Board of Commissioners for 23 years as Commissioner from 1882-1884 and 1990-2010.

Very truly yours,

Allan L. Poole, P.E., BCEE  
Director of Public Utilities

cc: Mayor Pradel  
Doug Krieger, City Manager