



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED DECEMBER 2010 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 7:00 P.M. ON THURSDAY, DECEMBER 9, 2010, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE RESCHEDULED DECEMBER 2010 REGULAR MEETING IS AS FOLLOWS:

REVISED AGENDA

DUPAGE WATER COMMISSION

**THURSDAY, DECEMBER 9, 2010
7:00 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Administering Official Oath

Jeffrey J. Pruyn – District 1
- IV. Public Hearing regarding Amendments to the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

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

RECOMMENDED MOTION: To open the Public Hearing regarding Amendments to the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 (Voice Vote).

RECOMMENDED MOTION: To close the Public Hearing regarding Amendments to the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 (Voice Vote).

- V. Public Comments (limited to 5 minutes per person)

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

VI. Approval of Minutes

- Regular Meeting of November 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 November 11, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).

VII. Treasurer's Report – November 2010

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

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

VIII. Committee Reports

A. Administration Committee

- Meeting Cancelled

B. Engineering & Construction Committee

- Meeting Cancelled

C. Finance Committee

- Meeting Cancelled

IX. Chairman's Report

X. Omnibus Vote Requiring Majority Vote

- A. Ordinance No. O-13-10: An Ordinance Transferring Appropriations Within Certain Funds for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

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

- B. Resolution No. R-53-10: A Resolution Awarding a Contract for High Lift Pump Motor Re-Build at the DuPage Pumping Station

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

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

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

- A. Resolution No. R-54-10: A Resolution Approving and Ratifying Certain Contract PSC-4/08 Change Orders at the December 9, 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-55-10: A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the December 9, 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).

XII. Old Business

- A. Recommendations From Ad Hoc Committee
- B. Downers Grove Contaminated Well Loan
- C. Treasurer Compensation

RECOMMENDED MOTION: To change the compensation of the Treasurer, effective as of January 1, 2010, from a stipend of \$50 per meeting to an annual fee of \$10,000.00, payable in substantially equal monthly installments, to any Treasurer who is not a member of a governing board or an officer or employee of a unit of local government within DuPage County (Roll Call).

- D. Ordinance No. O-15-10: An Ordinance Amending the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

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

RECOMMENDED MOTION: To adopt Ordinance No. O-15-10: An Ordinance Amending the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 (Roll Call).

- E. Retain Financial Services Provider

(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 XXXXX as Financial Services Provider at a cost of \$XXXXX (Roll Call).

XIII. New Business

A. Westchester Payment Failure

B. Ordinance No. O-14-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser

(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 Ordinance No. O-14-10: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser (Roll Call).

XIV. 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 \$5,448,853.81, 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 \$899,000.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

XV. 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).

XVI. General Manager Appointment

(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)

XVII. Treasurer Appointment

(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)

XVIII. Adjournment

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

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**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY NOVEMBER 11, 2010
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Rathje at 7:25 P.M.

Commissioners in attendance: T. Bennington (arrived at 7:45 P.M.), T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Commissioners Absent: W. Mueller

Also in attendance: T. McGhee, R. Skiba, M. Crowley, C. Johnson, J. Nesbitt, R. C. Bostick, F. Frelka, J. Schori, Mike Weed, and E. Kazmierczak

PUBLIC COMMENTS

Donald Dionesotes, Bensenville, Illinois, expressed concerns with the Commission's recent financial shortfall, noting that qualified leadership needs to be in place.

APPROVAL OF MINUTES

Commissioner Furstenau moved to approve the Minutes of the October 11, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zay and approved by a Voice Vote.

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

Commissioner Elliott moved to approve the Executive Session Minutes of the October 11, 2010 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zay and approved by a Voice Vote.

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

TREASURER'S REPORT

Treasurer/Commissioner Zeilenga presented the October 2010 Treasurer's Report, which consisted of three pages designated Reports A, B, and C. With respect to Report B, Treasurer/Commissioner Zeilenga noted that Table 1 Line B will be eliminated once all current construction projects are completed, which should be by the end of the year. Treasurer/Commissioner Zeilenga then referred to Table 2, Line G, of Report B, noting that the final payment of the 2011 General Obligation Bond will be made March 1 with funds already set aside to make the payment. With respect to Report B, Treasurer/Commissioner Zeilenga referred to Table 2 – total month end funds cash balance for the month of October totaling \$76,947,598, stating that the total reconciled with Report C – Total funds of \$76,947,598.47.

Minutes of the 11/11/10 Meeting

Treasurer/Commissioner Zeilenga lastly reported that the West Suburban Bank \$30MM Certificate of Deposit loan is up for renewal in December and suggested staff start preparing the necessary documents.

Commissioner Bennington arrived at 7:45 P.M.

Commissioner Maio moved to accept the October 2010 Treasurer's Report. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

Meeting Canceled

Engineering & Construction Committee

Meeting Canceled

Finance Committee

Meeting Canceled

CHAIRMAN'S REPORT

Chairman Rathje asked Acting General Manager McGhee to report on the status of the Contaminated Well Water Loan Program and Loan to Downers Grove. Acting General Manager McGhee noted that he spoke with David Fieldman, the Downers Grove Village Manager, and Mr. Fieldman, along with other Village representatives, had planned to attend the meeting to discuss the loan amendment request, but instead sent an email stating that the letter sent from Mayor Sandack would speak for Village and, therefore, Village staff would not be attending.

Commissioner Murphy reminded the Board that the Village of Downers Grove is a customer and, as such, felt that a meeting would be appropriate to determine if a timely resolution could be accomplished that would not have a negative impact on the Commission or the Village of Downers Grove.

Commissioner Zay noted that he spoke to Mayor Sandack and clarified that the reason the Downers Grove representatives decided not to attend the Commission meeting was because the item was not listed on the Agenda even after the Board specifically directed staff to include it. Commissioner Zay noted that all parties involved need to sit down in a face-to-face meeting, work out the details, and then bring it back to the Board for consideration.

Minutes of the 11/11/10 Meeting

Acting General Manager McGhee stated that he had informed Mr. Fieldman that a discussion of their request would take place at the Commission meeting but that because the Village's request was not a final action item, it would not be separately listed on the Agenda.

Commissioner Maio suggested sending a letter to the Village of Downers Grove asking them to submit a written proposal of their request. Acting General Manager McGhee responded that, in July 2010, staff had requested, but was still waiting to receive, information as to the precise relief being requested.

After Commissioner Elliott echoed Commissioner Zay's comments, noting that a meeting should be scheduled with all parties involved to discuss the request, it was the consensus of the Board to schedule a meeting to include representatives from the Village of Downers Grove, Commissioners Bennington and Murphy, and Commission staff to discuss the Village's proposal.

Regarding the Treasurer's position, Chairman Rathje requested that all Board members review the resumes submitted for appointment at the December Commission meeting subject to the advice and consent of the DuPage County Board. Treasurer/Commissioner Zeilenga reminded the Commissioners that he would be serving as Treasurer through December 31 and would be available for signature as needed.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Bennington requested that Resolution No. R-50-10 be removed from the Majority Omnibus Vote Agenda for separate consideration to avoid a possible or perceived conflict of interest because his firm represents PNC, NA as a client.

Commissioner Murphy moved to adopt the items listed on the revised 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:

Majority Omnibus Vote

- Ayes: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje
- Nays: None
- Absent: W. Mueller
- Item 1: Resolution No. R-49-10: A Resolution Further Amending the DuPage Water Commission Flexible Benefits Plan—"Majority Omnibus Vote"
- Item 2: Resolution No. R-51-10: A Resolution Retaining SPI Energy Group for Electric Market Consulting Services—"Majority Omnibus Vote"

Minutes of the 11/11/10 Meeting

Commissioner Bennington left the meeting at 8:10 P.M.

Commissioner Hartwig moved to adopt Resolution No. R-50-10: A Resolution Further Amending Resolution No. R-7-97 to Designate PNC, NA, the Successor to National City Bank of Michigan/Illinois, as the Authorized Custodian of Commission Investments and Pledged Collateral. Seconded by Commissioner Furstenau and approved by a Roll Call Vote:

Ayes: T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Mueller

Commissioner Bennington returned to the meeting at 8:12 P.M.

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Elliott 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 Hartwig and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

Ayes: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Mueller

Item 1: Resolution No. R-48-10: A Resolution Awarding Quick Response Electrical Contract QRE-5/10—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-52-10: A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the November 11, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

Treasurer/Commissioner Zeilenga stated that the Board needs to address the compensation of the part-time Treasurer's position. Based on the hours calculated, Commissioner Furstenau suggested an annual salary of \$10,000.00.

In response to questions raised by various Commissioners, Staff Attorney Crowley noted that there was no statutory limit on the amount of compensation that could be

Minutes of the 11/11/10 Meeting

paid to the Treasurer except that, pursuant to the Water Commission Act of 1985, no member of a governing board or an officer or employee of a unit of local government within DuPage County could receive any compensation for acting as the Commission's Treasurer. Staff Attorney Crowley also noted that there is no statutory provision that expressly prohibits an officer or employee of a unit of local government within DuPage County from simultaneously serving as Commission Treasurer, adding that so long as the duties of an officer or employee of a unit of local government within DuPage County were purely ministerial involving no exercise of discretion, simultaneous tenure as Commission Treasurer should not trigger incompatibility of office prohibitions under common law.

Commissioner Elliott asked if Staff Attorney Crowley would review the resumes of all the Treasurer applicants and advise the Chairman whether any raised incompatibility of office concerns. Commissioner Maio questioned whether, and Staff Attorney Crowley confirmed that, the State's Attorney determines whether positions are incompatible.

Annual Audit Report for the Fiscal Year Ending April 30, 2009

Commissioner Zay moved to accept the draft Audit Report for the Fiscal Year ending April 30, 2009, direct the auditors to print the final report, and direct staff to distribute copies. Seconded by Commission Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The item to retain the services of a Financial Services Provider was deferred to the December Commission meeting.

NEW BUSINESS

Commissioner Elliott moved to reduce Contract PSD-7/08 retainage from 10% of the Contract Price to 5% of the Contract Price. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Mueller

With regard to the Workers Compensation Insurance Renewal and the two Purchase Order Nos. 12472 and 12473, Commissioner Bennington questioned the need to suspend the Commission's purchasing procedures. With regard to the Workers Compensation Insurance Renewal, Staff Attorney Crowley explained that the Commission obtained quotes, not sealed proposals, as required for purchases in excess of \$20,000. With regard to the two purchase orders, Staff Attorney Crowley

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noted that even though sealed proposals had been obtained, the two low bidders took exception to certain provisions in the technical specifications.

Commissioner Maio moved to suspend the purchasing procedures of the Commission's By-Laws and purchase workers compensation insurance coverage in accordance with the October 15, 2010, Proposal of Insurance by Arthur J. Gallagher Risk Management Services, Inc. for a premium of \$81,586.00. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Mueller

Commissioner Loper moved to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 12472 in the amount of \$62,635.00 to Packey Webb Ford. Seconded by Commissioner Hartwig.

After Commissioner Maio clarified that the purchase of a F350 instead of a F450 was due to the diesel dual axles, Commissioner Maio then questioned why the Commission was not considering diesel, noting it would be better in the long run. Acting General Manager McGhee responded that the Commission currently only has gasoline on site but could consider the cost-effectiveness of adding a diesel supply during the 2011-2012 budget review.

After Commissioner Bennington confirmed with Acting General Manager McGhee that no similar vehicles were available for purchasing under the state purchasing program, the motion was unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Mueller

Commissioner Maio moved to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 12473 in the amount of \$58,749.00 to Freeway Ford. Seconded by Commissioner Zay and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

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Absent: W. Mueller

ACCOUNTS PAYABLE

To avoid a possible or perceived conflict of interest because his firm has National City as a client, Commissioner Bennington left the meeting at 8:30 P.M.

Commissioner Elliott moved to approve both Accounts Payable in the combined amount of \$7,762,846.88, subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Furstenau.

After Commissioner Zay questioned and Staff Attorney Crowley confirmed that there are four authorized users for Commission credit cards, but that only two of the four are currently employed by the Commission, the motion was unanimously approved by a Roll Call Vote:

Ayes: T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Murphy, F. Saverino, P. Suess, J. Zay, D. Zeilenga, and L. Rathje

Nays: None

Absent: T. Bennington and W. Mueller

After Commissioner Bennington returned to the meeting at 8:32 P.M., Acting General Manager McGhee referred to the water conservation handouts distributed, noting that included in the handouts was the Water Conservation & Protection Program 2009 Annual Report.

GENERAL MANAGER APPOINTMENT

Regarding the selection of a new General Manager, Chairman Rathje stated that he would be sending another letter to both County Board Chairman Schillerstrom and Senator Cronin asking for prompt action be taken on the selection of a new General Manager for the DuPage Water Commission.

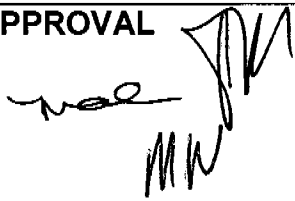
EXECUTIVE SESSION

None

After Commissioner Maio wished everyone good luck, stating he would be out of town and therefore unable to attend the December Commission meeting, Commissioner Maio moved to adjourn the meeting at 8:35 P.M. Seconded by Commissioner Furstenau and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Operations						
ITEM	<p>A Resolution Awarding a Contract for High Lift Pump Motor Re-Build at the DuPage Pumping Station</p> <p>Resolution No. R-53-10</p>	<p>APPROVAL</p> 							
<p>Account Number: 01-60-6621</p>									
<p>Pursuant to Resolution No. R-40-10, the Board authorized advertisement for bids on a contract for the removal, shop repair, and reinstallation of the Commission's 800 HP High Lift Pump Motor #5. This budgeted repair work is needed because there are strong indications, based upon test results, that the motor stator winding is damaged and, as such, is unsafe to operate.</p>									
<p>The Commission published notice of the Commission's request for proposals (RFP) in the <i>Chicago Tribune</i> on October 18, 2010 and October 25, 2010, in accordance with state statute, in addition to posting notice of the solicitation on the Commission's website starting on October 18, 2010 and ending on November 17, 2010. Sealed proposals were received until 1:00 p.m., local time, November 17, 2010, at which time all proposals were publicly opened and read aloud.</p>									
<p>Of the 13 companies that requested copies of the RFP document, only three proposals were received. Of the three proposals received (see tabulation below), the proposal of Dreisilker Electric Motors, Inc. was found to be in the best interests of the Commission.</p>									
<table border="1"> <tr> <td data-bbox="162 1417 803 1470">Dreisilker Electric Motors, Inc.</td> <td data-bbox="803 1417 1437 1470">\$7,940.00</td> </tr> <tr> <td data-bbox="162 1470 803 1512">Flolo Corporation</td> <td data-bbox="803 1470 1437 1512">\$9,150.00</td> </tr> <tr> <td data-bbox="162 1512 803 1564">Joliet Equipment Corporation</td> <td data-bbox="803 1512 1437 1564">\$10,575.00</td> </tr> </table>				Dreisilker Electric Motors, Inc.	\$7,940.00	Flolo Corporation	\$9,150.00	Joliet Equipment Corporation	\$10,575.00
Dreisilker Electric Motors, Inc.	\$7,940.00								
Flolo Corporation	\$9,150.00								
Joliet Equipment Corporation	\$10,575.00								
<p>Resolution No. R-53-10 would award the Contract to the low bidder, Dreisilker Electric Motors, Inc.</p>									
<p>MOTION: To adopt Resolution No. R-53-10.</p>									

DUPAGE WATER COMMISSION

RESOLUTION NO. R-53-10

A RESOLUTION AWARDED A CONTRACT FOR
HIGH LIFT PUMP MOTOR RE-BUILD AT THE DUPAGE PUMPING STATION

WHEREAS, sealed proposals for the removal, shop repair, and reinstallation of the Commission's 800 HP High Lift Pump Motor #5 at the DuPage Pumping Station were received on November 17, 2010; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Dreisilker Electric Motors, Inc. 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 incorporated herein as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Contract for High Lift Pump Motor Re-Build to Dreisilker Electric Motors, Inc. for the lump sum of \$7,940.00 as set forth in its Contract/Proposal, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the Acting General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

Resolution No. R-53-10

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2010.

Chairman

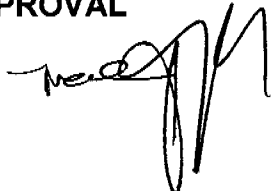
ATTEST:

Clerk

Board/Resolutions/R-53-10.docx

DATE: December 2, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract PSC-4/08 Change Orders at the December 9, 2010, DuPage Water Commission Meeting Resolution No. R-54-10	APPROVAL	

Account No: 01-60-8201.01

Resolution No. R-54-10 would approve the following Contract PSC-4/08 Change Order:

Change Order No. 8 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station)

Change Order No. 8 would retroactively authorize, at a net increase in the Contract Price of \$88,870.66, the following changes to the Contract: 1) Replacement of the specified 480V fuel pumps with 208V rated fuel pumps, together with the installation of a Mechanical Line Leak Detector (\$38,339.54); 2) Installation of low voltage conduits, cables, and conductors in the ComEd building and performance of terminations in both the ComEd building and the Lexington Pumping Station (\$22,514.82); and 3) Installation of 18" diameter generator exhaust piping and stacks in lieu of the specified 14" diameter generator exhaust piping and stacks (\$28,016.30).

In regards to item 1 above, after the Contract was awarded, the fuel pump manufacturer discontinued the specified 480V fuel pumps. The manufacturer advised that 480V rated pumps were available only as an aftermarket product, as refurbished products with limited availability and warranty. The Engineer and Contractor investigated the possibility of an alternate manufacturer and determined that an alternate 480V pump motor manufacturer was not available. The Engineer recommended changing the Contract to require the Contractor to provide 208V rated fuel oil pumps rather than accepting the aftermarket product. In addition, after Contract award, the Office of the State Fire Marshal issued a notice to Underground Storage Tank (UST) Owners and Contractors requiring the addition of a Mechanical Line Leak Detector. The Office of the State Fire Marshal requirements for mechanical line leak detectors are retroactive and apply to all existing and new UST installations. This work has been performed.

In regards to item 2 above, and as reported at the Committee of the Whole meeting on August 12, 2010, during the design of the project it was understood by the Commission/Engineer that all the work required to be performed inside the ComEd building would be performed by the ComEd personnel and the expenses associated with the work would be part of the fee charged by ComEd. After the PSC-4 contract was signed, ComEd determined that the non switchgear related work inside of the ComEd building would not be performed by ComEd. Because the work inside the ComEd building was critical for the

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract PSC-4/08 Change Orders at the December 9, 2010, DuPage Water Commission Meeting Resolution No. R-54-10	APPROVAL	

completion of the PSC-4 project, the work was shifted to the PSC-4 Contract. In addition, it was determined that the fire alarm circuits, intrusion detection circuits and temperature monitoring circuits were not identified in the PSC-4 work and these circuits were critical and necessary to the operation of the Lexington Pumping Station. This work has been performed.

In regards to item 3 above, after the PSC-4 Contract was awarded, the generator units as provided under a separate contract were manufactured requiring exhaust piping and stacks of 18" in diameter. The 18" diameter exhaust was needed to meet the sound pressure levels required for the super critical grade silencers specified and provided with the diesel engine generator. This required the PSC-4 Contractor to provide additional materials and labor to meet the requirements of the generator manufacturer. This work has been performed.

Approval of this negotiated Change Order would increase the Contract Price by \$88,870.66, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an decrease 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 decrease in the price of any subcontract under the Contract that is 50% or more of the original subcontract price. The Completion Date would remain as October 21, 2010.

In addition, approval of this negotiated Change Order would cause the previously increased \$19MM budget for the Commission's share of Lexington Pumping Station improvements to be exceeded by \$300,759.32, which increased budget already exceeded the \$15MM cap on the Commission's share provided for in the intergovernmental agreement with the City of Chicago.

MOTION: To adopt Resolution No. R-54-10.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-54-10

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT PSC-4/08 CHANGE ORDERS AT THE
DECEMBER 9, 2010, DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Contract PSC-4/08 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 Contractor, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Contract PSC-4/08 was signed, the Contract PSC-4/08 Change Orders are germane to Contract PSC-4/08 as signed, and/or the Contract PSC-4/08 Change Orders are in the best interest of the DuPage Water Commission and authorized by law; provided, however, that such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

Resolution No. R-46-10

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2010.

ATTEST

Chairman

Clerk

Board\Resolutions\R-54-10.docx

Exhibit 1

Resolution No. R-54-10

1. Change Order No. 8: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) in the amount of \$88,870.66.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

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

CHANGE ORDER NO. 8

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: December 9, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Replace the specified 480V fuel pumps with 208V rated fuel pumps. Provide associated starters, disconnects, transformers, circuit breakers, panel board modifications and associated control wiring for the 208V rated fuel pumps. Provide mechanical leak detectors for each fuel pump. All in accordance with Engineer's Project Correspondence No. 14 dated October 5, 2010.
2. Furnish and install low voltage conduits, cables, conductors in the ComEd building and perform terminations in both the ComEd building and Lexington Pumping Station in accordance with Engineer's Project Correspondence No. 15 dated November 2, 2010.
3. Provide and install 18" diameter generator exhaust piping and stacks in lieu of the specified 14" diameter generator exhaust piping and stacks in accordance with Engineer's Project Correspondence No. 17R2 dated November 12, 2010.

B. REASON FOR CHANGE:

1. After the Contract was awarded, the fuel pump manufacturer discontinued the specified 480V fuel pumps. The manufacturer advised that 480V rated pumps were available only as an aftermarket product, as refurbished products with limited availability and warranty. In addition, after contract award, the Office of the State Fire Marshal issued a notice to UST Owners and Contractors requiring the addition of a "mechanical line leak detector." The requirements for mechanical line leak detectors are retroactive and apply to all existing and new installations.

2. During the design of the project it was understood by the Owner/Engineer that all the work required to be performed inside the ComEd building would be accomplished by the ComEd personnel and the expenses associated with the work would be part of the fee charged by ComEd. After the Contract was signed, ComEd determined that the non switchgear related work inside of the ComEd building would not be performed by ComEd. Since the work inside the ComEd building is critical for the completion of the PSC-4 project, Owner decided to shift the work to the PSC-4 Contract. In addition, it was determined that the fire alarm circuits, intrusion detection circuits and temperature monitoring circuits were not identified in the PSC-4 work and are critical and necessary to the operation of the Lexington Pumping Station.
3. After the Contract was awarded, the generator units as provided under a separate contract were manufactured requiring exhaust piping and stacks of 18" in diameter. The 18" diameter exhaust is needed to meet the sound pressure levels required for the super critical grade silencers provided with the diesel engine generator. This required Contractor to provide additional materials and labor to meet the requirements of the generator manufacturer.

C. REVISION IN CONTRACT PRICE:

1. \$38,339.54 (negotiated)
2. \$22,514.82 (negotiated)
3. \$28,016.30 (negotiated)

Total Net Increase of \$88,870.66.

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date October 21, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the 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>17,209,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>7</u>	\$	<u>404,078.54</u>
3.	Contract Price, not including this Change Order	\$	<u>17,613,078.54</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>88,870.66</u>
5.	Contract Price including this Change Order	\$	<u>17,701,949.20</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley and Hansen LLC

By: _____ ()
Signature of Authorized Date
Representative

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

CONTRACTOR: Joseph J. Henderson and Son, Inc.


By: _____ ()
Signature of Authorized Date
Representative

DUPAGE WATER COMMISSION:

By: _____ ()
Signature of Authorized Date
Representative

DATE: December 2, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the December 9, 2010, DuPage Water Commission Meeting Resolution No. R-55-10	APPROVAL	

Account Numbers: 01-60-7213.01

Resolution No. R-55-10 would approve the following Contract PSD-7/08 Change Orders:

Change Order No. 13 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station). Change Order No. 13 would authorize, at a net increase in the Contract Price of \$18,342.00, the following changes to the Contract: 1) Consolidation of HVAC control cabinets including engineering, I/O boards, conduit and wire (\$7,871.00); 2) Installation of addressable smoke detectors in air handlers AHU-1 and AHU-2 and in supply fan SF-1 (\$6,118.00); 3) Installation of properly sized electric motor for supply fan SF-1 (\$585.00); 4) Supply of portable generator fuel oil connection hoses (\$709.00); and 5) Installation of additional data cabling to connect electric power analyzers to the DWC SCADA control cabinet (\$3,059.00). The Contract Completion Date remains December 31, 2010.

With regard to item 1, after the Contract was awarded and construction commenced on this portion of the work, staff determined that panel placement and the quantity of panels to be placed was non-conducive to operation and maintenance of the generator facility. The Contractor agreed to remove all overhead and profit from their proposal. This work has been performed.

With regard to item 2, after the Contract was awarded, staff determined that, for the purposes of commonality and ease of maintenance, the duct smoke detectors should be of the same make and model as all other duct smoke detectors in the DuPage Pump Station facilities. This work has not been performed.

With regard to item 3, after the start-up of Supply Fan No. 1 (SF-1), it was determined that the specified air flow output of the system could not be met without exceeding the electrical power safety factor of the specified electric motor. It is the Contractor's opinion that the Owner is responsible for specifying the correct motor size which as testing confirms was not properly specified. It is staff and Engineer's opinion that the Contractor is responsible for making such corrections and associated costs are incidental to the Contract. In order to settle the dispute and avoid possible arbitration and/or litigation costs, staff suggested, and

Resolution No. R-55-10

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the December 9, 2010, DuPage Water Commission Meeting Resolution No. R-55-10	APPROVAL	

the Contractor agreed, to split the cost and eliminate overhead and profit from the cost of the work. This work has not been performed.

With regard to item 4, it is the Contractor's opinion that the Commission did not specify the type, size, length or connections of portable generator fuel connection hoses and, therefore, the provision of such hoses is not part of the Contract. It is staff and the Engineer's opinion that the Contractor is responsible for providing the necessary connections and associated costs are incidental to the Contract. In order to settle the dispute and avoid possible arbitration and/or litigation costs, staff suggested, and the Contractor agreed, to split the cost and eliminate overhead and profit from the cost of the work. This work has not been performed.

With regard to item 5, staff has determined that insufficient real-time electrical data is being sent to the Commission's Supervisory Control And Data Acquisition system (SCADA). This data is critical to monitoring the incoming ComEd power, the electrical usages of the pumping station, and the output of the generators. Staff has requested that the Contractor provide the electrical cabling and connections to the data source and Staff will perform the SCADA interface and programming necessary. This work has not been performed.

Approval of this Change Order would increase the Contract Price in the net amount of \$18,342.00, 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.

Approval of this Change Order would also operate as a negotiated settlement of all outstanding disputed claims and issues.

MOTION: To adopt Resolution No. R-55-10.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-55-10

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT PSD-7/08 CHANGE ORDERS AT THE
DECEMBER 9, 2010, DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Contract PSD-7/08 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 Contractor, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Contract PSD-7/08 was signed, the Contract PSD-7/08 Change Orders are germane to Contract PSD-7/08 as signed and/or the Contract PSD-7/08 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.

ATTEST:

Chairman

Clerk

Board\Resolutions\R-55-10.docx

Exhibit 1

Resolution No. R-55-10

1. Change Order No. 13 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) in the net amount of \$18,342.00.

DUPAGE WATER COMMISSION
CHANGE ORDER

SHEET 1 OF 4

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

CHANGE ORDER NO. 13

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: December 9, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Consolidation of HVAC control cabinets including engineering, I/O boards, conduit and wire in accordance with the Engineer's Proposed Change Order Memorandum No. 053.
2. Furnish and install addressable smoke detectors in AHU-1, AHU-2 and SF-1 in accordance with the Engineer's Proposed Change Order Memorandum No. 059.
3. Furnish and install the properly sized electric motor for SF-1 in accordance with the Engineer's Proposed Change Order Memorandum No. 061.
4. Furnish portable generator fuel oil connection hoses in accordance with the Engineer's Proposed Change Order Memorandum No. 062.
5. Furnish and install additional data cabling to connect electric power analyzers to DWC SCADA control cabinet in accordance with the Engineer's Proposed Change Order Memorandum No. 063.

B. REASON FOR CHANGE:

1. After the Contract was awarded and construction commenced on this portion of the work, Owner determined that panel placement and the quantity of panels to be placed was non-conducive to operation and maintenance of the generator facility. The Contractor has removed all overhead and profit from their proposal.
2. After the Contract was awarded, Owner determined that, for the purposes of commonality and ease of maintenance, the duct smoke detectors should be of the same make and model as all other duct smoke detectors in the DuPage Pump Station facilities.

3. After the start-up of Supply Fan No. 1 (SF-1), it was determined that the specified air flow output of the system could not be met without exceeding the electrical power safety factor of the specified electric motor. It is the Contractor's opinion that the Owner is responsible for specifying the correct motor size which as testing confirms was not properly specified. It is the Owner's and Engineer's opinion that the Contractor is responsible for making such corrections and associated costs are incidental to the Contract. In order to settle the dispute and avoid possible arbitration and/or litigation costs, Owner suggested, and the Contractor agreed, to split the cost and eliminate overhead and profit from the cost of the work.
4. It is the Contractor's opinion that the Owner did not specify the type, size, length or connections of portable generator fuel connection hoses and therefore is not part of the Contract. It is the Owner's and Engineer's opinion that the Contractor is responsible for providing the necessary connections and associated costs are incidental to the Contract. In order to settle the dispute and avoid possible arbitration and/or litigation costs, Owner suggested, and the Contractor agreed, to split the cost and eliminate overhead and profit from the cost of the work.
5. Owner has determined that insufficient real-time electrical data is being sent to the Commission's Supervisory Control And Data Acquisition system (SCADA). This data is critical to monitoring the incoming ComEd power, the electrical usages of the pumping station and the output of the generators. The Owner has requested that the Contractor provide the electrical cabling and connections to the data source and Owner's Staff will perform the SCADA interface and programming necessary.

C. REVISION IN CONTRACT PRICE:

1. \$7,871.00 (Negotiated)
2. \$6,118.00 (Negotiated)
3. \$585.00 (Negotiated portion of \$1,170.00 total cost)
4. \$709.00 (Negotiated portion of \$1,418.00 total cost)
5. \$3,059.00 (Negotiated)

Total Net Increase of \$18,342.00

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 December 31, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>16,970,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>12</u>	\$	<u>634,310.00</u>
3.	Contract Price, not including this Change Order	\$	<u>17,604,310.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$	<u>18,342.00</u>
5.	Contract Price including this Change Order	\$	<u>17,622,652.00</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. I further certify by my authorized signature below, being first duly sworn on oath, that (1) Contractor agrees that no requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer to date entitles Contractor to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in this Change Order or in any other Change Order issued to date and (2) Contractor waives all claims based on any such requirement, direction, instruction, interpretation, determination, or decision to date.

CONTRACTOR: Williams Brothers Construction, Inc.

By: _____ ()
 Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
 Signature of Authorized Representative Date



DuPage Water Commission MEMORANDUM

TO: Chairman Rathje and Commissioners
FROM: Terry McGhee, Acting General Manager
DATE: December 2, 2010
SUBJECT: Village of Westchester Pavement Issue

The Commission was contacted by the Village of Westchester in regard to pavement settlement on Kitchener Street between Cromwell and Balmoral Avenues in the Village of Westchester. The pavement in question is finished concrete pavement installed under Contract TE-3/94 (*72" supply line between the Lexington and DuPage Pump Stations*). The pavement is approximately 15 years old. Pavement deflection in the worst areas looks to be between 3 and 4 inches from level. Based on the various asphalt patches along the length of the settlement and fissure cracking of the pavement it appears the settlement has occurred gradually over an extended period of time.

Commission staff members have been in discussion with representatives from The Village of Westchester regarding this issue. Staff has informed the Westchester officials that the warranty period for this project expired on July 18, 2000. The Westchester officials acknowledged this information and requested that they be allowed to attend the December 9, 2010 Commission meeting to present their case.

The Village has made temporary asphalt repairs to Kitchener Street to eliminate any safety issues.

I have attached supplement documents to provide background information in regard to this issue.



DU PAGE WATER COMMISSION

600 E. BUTTERFIELD ROAD ELMHURST, IL 60126-4642
(708) 834-0100 FAX: (708) 834-0120

TE-3-I
0121.30
5136-Att. Dick, etc.

March 11, 1996

Mr. John Sinde, President
Village of Westchester
10300 Roosevelt Rd.
Westchester, IL 60154

Dear Mr. Sinde:

We are in receipt of your letter dated February 29, 1996, concerning the terms and conditions of the Intergovernmental Agreement which governs the construction of the 72-inch Transmission Main construction in the Village of Westchester.

As indicated in your letter, the Village Public Works Department has reported pavement crack areas in the last two weeks. It would have been helpful if your letter had indicated which areas your Public Works Department are concerned with. It should be pointed out that cracking is to be expected in rigid base or concrete pavement installation.

Your letter also indicated the presence of pavement settlement and dips along the route of the pipeline construction. The Commission's engineers, since receipt of your letter, have inspected the entire route through the Village of Westchester. The reports from our engineers indicate no evidence of pavement settlement and the "dips" referred to in your letter are required and were specifically installed to provide for storm water runoff (drainage).

In response to your reference to the Commission's contract, regarding completion and acceptance of the work, under section "C Post Construction" of the Intergovernmental Agreement, it states, "The Commission's contract documents will require the contractor to provide a one-year guarantee of all work within the Village beginning after all work has been completed within the Village." Further, "The Commission shall continue to make repairs of all damage or subsidence due to the installation of the Main for one year following the expiration of the contractor's guarantee."

Under the terms of the contract documents between the DuPage Water Commission and Rossi Contractors, which is also incorporated into the Intergovernmental Agreement, the Commission's engineers under Article I, Section 1.2 of the

Mr. John Sinde
March 11, 1996

2

General Conditions "Engineer's Authority," "The Engineer shall in all cases, determine the amount, quality, acceptability and fitness of Work to be performed under the contract. Engineers shall have the power to reject or condemn all work that is defective, flawed, unsuitable or nonconforming to the terms of the Contract."

Should Village of Westchester staff or engineers have any concerns or questions relating to restoration work and acceptance thereof throughout the Village, please have them call the Commission directly and we will forward your concerns to our engineers prior to their acceptance of any such work.

Very truly yours,

Edward J. Nawrocki
Manager of Maintenance & Construction

/ltw

cc: James Holzwart, DWC
Warren Green, AB&H
Maureen Crowley, BW&P

en030801.ltr

Village of Westchester

715-3-
westchester

JOHN J. SINDE
President

JOHN H. CROIS
Village Manager

KATHRYN J. HAYES
Clerk

CHRISTOPHER D. EDMONDS
Village Attorney

10300 ROOSEVELT ROAD • WESTCHESTER, ILLINOIS 60154
TELEPHONE (708) 345-0020

Trustees

BARBARA L. BAILE
MICHAEL DEL RE
ANTHONY J. KRIPAS
ANGELO L. LUCIANO
DAVID RICORDATI
GEORGE A. VELASCO

April 29, 1997

Mr. Edward Nawrocki
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

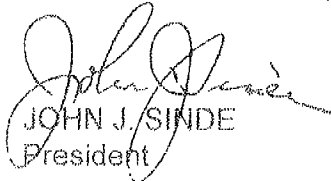
RE: 78" TRANSMISSION MAIN PROJECT

Dear Mr. Nawrocki:

The Village of Westchester has inspected the above referenced project as completed within our Village limits and finds the work to be in substantial compliance with the project specifications.

It is our understanding that there will be a two (2) year warranty on the job beginning on the date of final payment by the DuPage Water Commission to the contractor.

Sincerely,


JOHN J. SINDE
President

cj

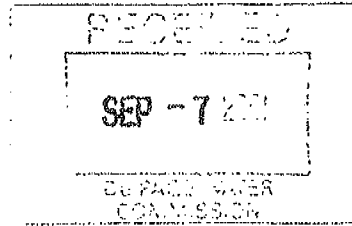
cc: Edwin Hancock Engineering Co.

JOHN J. SINDE
President
JOHN H. CROIS
Village Manager
KATHRYN HAYES-GAUDRY
Clerk
CHRISTOPHER D. EDMONDS
Village Attorney

Village of Westchester

10300 ROOSEVELT ROAD • WESTCHESTER, ILLINOIS 60154
TELEPHONE (708) 345-0020

Trustees
WILLIAM BUIKEMA
PATRICK CASEY
PAUL GATTUSO
ANTHONY J. KRIPAS
ANGELO L. LUCIANO
SUSAN M. NOKES



September 5, 2001

Mr. James J. Holzwart, General Manager
Du Page Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

Dear Mr. Holzwart:

Re: 72" Transmission Main


We have received numerous complaints regarding the condition of the pavement on the east side of the intersection of Kitchener Street and Westchester Boulevard. This pavement began settling shortly after the 72" transmission main was installed and the street was resurfaced. You were notified of this problem in our letter dated February 29, 1996 and yet this letter has never even been acknowledged on your part.

While trying to get the Village to approve the plans and specifications, you repeatedly assured us that your engineers would adequately supervise the work and that any defects in the work would be corrected. This has certainly not been the case with this situation.

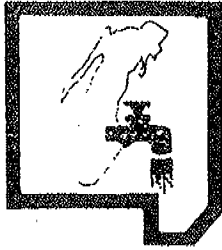
The deterioration and settlement of this section of pavement has progressed to a point where the pavement poses a safety hazard to motorists and pedestrians and must be corrected immediately. I request that you inspect this area of settlement and then call me so we can set up a meeting on the site to discuss the repair of the pavement at your earliest convenience. We are prepared to pursue this matter through whatever means are necessary. The settlement is obviously caused by the work done by your contractor and the Village should not be required to bear the costs for performing these repairs.

I look forward to hearing from you in the near future.

Sincerely,


John J. Sinda
Village President

JJS/cd



DU PAGE WATER COMMISSION

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

September 12, 2001

Mr. John J. Sinde, President
Village of Westchester
10300 Roosevelt Road
Westchester, Illinois 60154

Dear Mr. Sinde:

The following is in response to your September 5th letter concerning the condition of the eastside pavement at the intersection of Kitchener Street and Westchester Boulevard. In that letter, you state that the Commission has never responded to your letter of February 29, 1996 regarding this intersection.

Attached is a copy of the Commissions response dated March 11, 1996. In addition, we have attached a copy of your letter to the Commission of April 29, 1997 indicating acceptance of the work within the corporate limits of Westchester as well as your acknowledgement of the two (2) year warranty period for this work. Final payment was made to the contractor on July 17, 1997. The warranty thus concluded at 12:01 a.m. on July 18, 1999.

As stated in the Commission's March 11, 1996 letter, "The Commission shall continue to make repairs of all damage or subsidence due to the installation of the Main for one year following the expiration of the contractor's guarantee." This period concluded at 12:01 a.m. on July 18, 2000.

Finally, upon receipt of your September 5th letter, I asked my staff to inspect the pavement in question. They reported heavy use of this intersection by construction vehicles. The Commission is no longer working in this area. You may wish to determine if this current construction use may be the cause of this pavement deterioration.

Very truly yours,

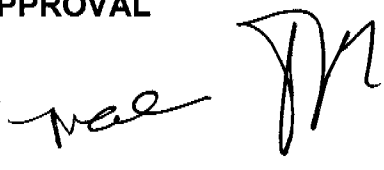
James J. Holzwart
General Manager

cc: Chairman Herter and Commissioners
Edward J. Nawrocki, DWC

Pipeline/Letters/en010912 Westchester.doc

DATE: December 2, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT Finance
ITEM An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser Ordinance No. O-14-10	APPROVAL 
<p>Pursuant to Ordinance No. O-14-09, the Commission issued its \$30,000,000 Taxable Debt Certificate, Series 2009, \$30,000,000 of which is currently outstanding and matures on December 21, 2010 (the "2009 Certificate"). Ordinance No. O-14-10 would restructure the debt burden of the Commission by extending the maturity date of the 2009 Certificate from December 21, 2010, to December 21, 2015, with a variable rate of interest that is determined and re-set annually, and also by allowing optional redemption and prepayment, in whole or in part, on any semi-annual interest payment date.</p>	
MOTION: To adopt Ordinance No. O-14-10.	

ORDINANCE NUMBER O-14-10

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser.

Adopted by the Board of
Commissioners of Said
Commission on the **[9th]**
day of December 2010

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ORDINANCE NUMBER O-14-10

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser.

PREAMBLES

WHEREAS

A. The DuPage Water Commission, Illinois (the "*Commission*"), is a duly organized water commission and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the following laws:

1. the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*");
2. the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and
3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended (collectively, "*Applicable Law*").

B. Pursuant to Ordinance Number O-14-09, passed by the Board of Commissioners of the DuPage Water Commission (the "*Board of Commissioners*") on the 10th day of December 2009, and signed by the Chairman of Board of Commissioners, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

(the "2009 Ordinance"), the Commission issued its \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, \$30,000,000 of which is currently outstanding and matures on December 21, 2010 (the "2009 Certificate").

C. The 2009 Certificate was issued to the original purchaser and current owner of the 2009 Certificate, West Suburban Bank (the "Original Purchaser"), in evidence of the indebtedness incurred pursuant to that certain Installment Purchase Agreement dated as of December 21, 2009 (the "2009 Agreement").

D. The Board of Commissioners has determined that it is necessary and desirable to restructure the debt burden of the Commission by (i) extending the maturity date of the 2009 Certificate from December 21, 2010, to December 21, 2015, (ii) amending the 2009 Certificate to provide for partial redemptions and a variable rate of interest which is determined and re-set annually, and (iii) amending and restating the 2009 Agreement accordingly.

E. In furtherance thereof, and in accordance with the provisions of the Installment Purchase Provisions of the Debt Reform Act, the Board of Commissioners finds that it is necessary and desirable and in the best interests of the Commission:

1. To authorize an Amended and Restated Installment Purchase Agreement (the "Amended and Restated Agreement") more particularly as described and provided below in the text of this Ordinance;

2. To name as counter-party to the Amended and Restated Agreement the Commission Treasurer (the "Treasurer"), as nominee-seller;

3. To authorize the Chairman of the Board of Commissioners (the "Chairman") and the Commission Clerk (the "Clerk") to execute and attest,

respectively, the Amended and Restated Agreement on behalf of the Commission and to file same with the Clerk in his or her capacity as keeper of the records and files of the Commission; and

4. To amend and extend the 2009 Certificate by exchanging the Taxable Debt Certificate, Series 2009 originally issued under the 2009 Ordinance (the "*Original 2009 Certificate*") for a new newly-issued Amended and Extended Taxable Debt Certificate, Series 2009 of the Commission evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$30,000,000 (the "*Amended and Extended 2009 Certificate*"), in form and having such details as set forth below in the text of this Ordinance.

NOW THEREFORE Be It Ordained by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

2009 Agreement

2009 Certificate

2009 Ordinance

Amended and Extended 2009 Certificate

Amended and Restated Agreement

Applicable Law

Board of Commissioners

Chairman

Clerk

Commission

Debt Reform Act

Installment Purchase Provisions of the Debt Reform Act

Original 2009 Certificate

Original Purchaser

State

Treasurer

Water Commission Act

B. The following words and terms are as defined in the 2009 Ordinance.

Book Entry Form

Certificate Fund

Certificate Register

Certificate Registrar

Code

Depository

Purchase Program

Record Date

Related Expenses

C. The following words and terms are defined as set forth.

"Certificates" means the Original 2009 Certificate issued under the 2009 Ordinance as well the Amended and Extended 2009 Certificate and any other certificate authorized to be issued under the 2009 Ordinance as amended by this Ordinance.

"Continuing Disclosure Undertaking" means the (optional) undertaking by the Commission as authorized in (Section 14 of) this Ordinance.

"Designated Officials" means the Chairman and the Acting General Manager, acting together.

"Interest Period" means each one-year period (computed on the basis of a 360-day year of twelve 30-day months) beginning on the 21st day of December for which a Prime Rate is being calculated hereunder.

"Ordinance" means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board of Commissioners on the [9th] day of December 2010.

"Prime Rate" means, with respect to each Interest Period, the prevailing commercial rate of interest then most recently announced by the *Wall Street Journal* or, if the *Wall Street Journal* ceases to announce a prime rate, the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may not be said bank's lowest rate of interest at any one time charged by said bank for extensions of credit to debtors, each as in effect as of the 10th business day in December immediately preceding the Interest Period for which the Prime Rate is being calculated, but the effective date of any change in the Prime Rate shall, for purposes hereof, be the 21st day of December following such determination date.

D. Definitions also appear in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Board of Commissioners hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Amended and Restated Agreement Is a General Obligation; Annual Appropriation. The Commission hereby represents, warrants, and agrees that the obligation to make the payments due under the Amended and Restated Agreement shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller (which term is hereinafter defined) under the Amended and Restated Agreement, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. The Commission agrees to appropriate funds of the Commission annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Amended and Restated Agreement.

Section 4. Execution and Filing of the Amended and Restated Agreement. From and after the effective date of this Ordinance, the Chairman and Clerk shall be and they are hereby authorized and directed to execute and attest, respectively, the Amended and Restated Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Amended and Restated Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Amended and Restated Agreement. Upon full execution, the original of the Amended and Restated Agreement shall be filed with the Clerk and retained in the Commission records and, together with the 2009 Agreement, shall constitute authority

for issuance of the Amended and Restated 2009 Certificate. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Amended and Extended Agreement shall be in substantially the form as follows:

AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated as of the 21st day of December 2009.

THIS AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT (this "*Amended and Restated Agreement*") made as of the 21st day of December 2009 by and between the Treasurer of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as Nominee-Seller (the "*Seller*"), and said Commission (the "*Commission*");

WITNESSETH

A. The Board of Commissioners (the "*Board of Commissioners*") of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, has determined to acquire real or personal property, or both, for the purpose of providing for the acquisition of water and of improvements and extensions to the existing facilities of the Commission (the "*Purchase Program*"), all as previously approved by the Board of Commissioners and on file with the Commission Clerk (the "*Clerk*").

B. Pursuant to the provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*"); the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively "*Applicable Law*"); the Commission has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no

more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 10th day of December 2009, the Board of Commissioners, pursuant to Applicable Law and the need to provide for the Purchase Program, adopted an ordinance (the "*2009 Ordinance*"), numbered O-14-09, authorizing the borrowing of money for the Purchase Program, the execution and delivery of an Installment Purchase Agreement, dated as of December 21, 2009 to finance same (the "*2009 Agreement*"), and the issuance of not-to exceed \$30,000,000 Debt Certificates, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, \$30,000,000 of which is currently outstanding and matures on December 21, 2010 (the "*2009 Certificate*"), evidencing the indebtedness so incurred.

D. On the **[9th]** day of December 2010, the Board of Commissioners, pursuant to Applicable Law and the need to restructure the debt burden of the Commission, adopted an ordinance (the "*Ordinance*"), numbered O-14-10, authorizing the extension of the one-year short term debt incurred to finance the Purchase Program, including the execution and delivery of this Amended and Restated Agreement and the amendment and extension of the 2009 Certificate by exchanging the Taxable Debt Certificate, Series 2009 originally issued under the 2009 Ordinance (the "*Original 2009 Certificate*") for a new newly-issued Amended and Extended Taxable Debt Certificate, Series 2009 evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$30,000,000 (the "*Amended and Extended 2009 Certificate*").

E. The Ordinance and the 2009 Ordinance are

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance and the 2009 Ordinance are also incorporated by reference for use in this Amended and Restated Agreement. In the event of a conflict between the 2009 Ordinance and the text or definitions of the Ordinance, the text and definitions of the Ordinance shall control.

F. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, and acquire the Purchase Program on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Commission as follows:

1. MAKE AND ACQUIRE PURCHASE PROGRAM

The Seller agrees to make, acquire, equip and install the Purchase Program, and for the portion which constitutes improvements or extensions, upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the Commission.

2. CONVEYANCE

The Seller agrees to convey each portion of the Purchase Program to the Commission and when required to perform all necessary work and convey all necessary equipment; and the Commission agrees to purchase all real or personal property which is part of the Purchase Program from the Seller and pay for the Purchase Program the purchase price of \$30,000,000 plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Original 2009 Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Amended and Restated Agreement exceed said sum of

\$30,000,000 plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Original 2009 Certificate.

3. PAYMENTS

The payment of the entire sum of not to exceed \$30,000,000 of said purchase price shall:

(a) be payable in installments due on the dates and in the amounts;

(b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;

(c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Amended and Extended 2009 Certificate in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Amended and Restated Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the Original Purchaser for so long as the Original Purchaser owns the Amended and Extended 2009 Certificate and to the owners of any other certificate authorized to be issued under the 2009 Ordinance as amended by the Ordinance (the "*Certificates*"). This Amended and Restated Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificates remain outstanding; *provided, however*, that assignment for the benefit of refunding certificates which may be issued in the future to refund the Certificates shall be permitted. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the Tax-exempt status of that portion of the Certificates which may be issued as Tax-exempt, as set forth in the 2009 Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Amended and Restated Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the real or personal property constituting the Purchase Program, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Commission.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Amended and Restated Agreement, (i) all or any part of the real or personal property constituting the Purchase Program shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the real or personal property constituting the Purchase Program shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the real or personal property constituting the Purchase Program shall become apparent; or (iv) title to or the use of all or any part of the real or personal property constituting the Purchase Program shall be lost by reason of a defect in title; then the Commission shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the real or personal property constituting the Purchase Program.

7. **LAWFUL CORPORATE OBLIGATION**

The Commission hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. The Commission agrees to appropriate funds of the Commission annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Amended and Restated Agreement.

8. **GENERAL COVENANT AND RECITAL**

It is hereby certified and recited by the Seller and the Commission, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Amended and Restated Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. **NO SEPARATE TAX**

THE SELLER AND THE COMMISSION RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE COMMISSION OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. **DEFAULT**

In the event of a default in payment hereunder by the Commission, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to

enforce the payment of all amounts due or to become due under this Amended and Restated Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Amended and Restated Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Clerk, and the Commission has caused this Amended and Restated Installment Purchase Agreement to be executed by its Chairman, and also attested by the Clerk, and the official seal of the Commission to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____

Donald G. Zeilenga
as Nominee-Seller and the Commission
Treasurer

ATTEST:

Commission Clerk

[SEAL]

DUPAGE WATER COMMISSION

By _____
Chairman of the Board of
Commissioners

ATTEST:

Commission Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Commission Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), and as such officer I do hereby certify that on the ____ day of December 2010 there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board of Commissioners, attested by me in my capacity as Commission Clerk, and further executed, as Nominee-Seller, by the Commission Treasurer of the Commission, also attested by me, dated as of the 21st day of December 2009, and entitled:

AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT
for purchase of real or personal property, or both, for the
purpose of the purchase of water and of improvements and
extensions to the existing facilities of the DuPage Water
Commission, Counties of DuPage, Cook and Will, Illinois;
dated the 21st day of December 2009.

and supporting the issuance of certain Debt Certificates, Series 2009, of the Commission; that attached hereto is a true and complete copy of said Amended and Restated Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the Commission this ____ day of December 2010.

Commission Clerk

[SEAL]

Section 5. Amended and Extended 2009 Certificate Details. For the purpose of restructuring the debt burden of the Commission by extending the maturity date of the 2009 Certificate from December 21, 2010, to December 21, 2015, with a variable rate of interest determined and re-set annually and partial redemptions allowed, the original Purchaser has agreed to exchange the Original 2009 Certificate for the Amended and Extended 2009 Certificate evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$30,000,000. In exchange for the Original 2009 Certificate, the Amended and Extended 2009 Certificate shall be issued to the Original Purchaser in the aggregate principal amount of \$30,000,000; shall be dated as of December 21, 2009 (the "Dated Date"), and shall also bear the date of authentication thereof. The Amended and Extended 2009 Certificate shall be in fully registered form and may, at the option of the Original Purchaser, be in Book Entry Form. The Amended and Extended 2009 Certificate shall become due and payable on December 21, 2015 (subject to right of prior redemption and prepayment hereinafter stated), and shall bear interest, never to exceed the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2), at the Formula Rate, defined as follows:

For the period 12/21/09 to 12/20/10:

1.25% per annum

For the period 12/21/10 to 12/20/15:

That rate which is equal to the lesser of the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2) or the rate determined as of the 10th business day of any December and applicable for a one-year period (computed on the basis of a 360-day year of twelve 30-day months) beginning on the 21st day of December next following as follows:

PRIME RATE - 0.75

where "PRIME RATE" means: for each one-year interest period ("Interest Period") for which the Prime Rate is being calculated, the prevailing commercial rate of interest then most recently announced by the *Wall Street Journal* or, if the *Wall Street Journal* ceases to announce a prime rate, the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may not be said bank's lowest rate of interest at any one time charged by said bank for extensions of credit to debtors, each as in effect as of the 10th business day in December immediately preceding the Interest Period for which the Prime Rate is being calculated.

The Amended and Extended 2009 Certificate shall bear interest from the later of its Dated Date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 21 and December 21 of each year, commencing June 21, 2010. Interest on the Amended and Extended 2009 Certificate, and the principal of or redemption price due on the Amended and Extended 2009 Certificate, shall be paid in the same manner, and following the same procedures, as provided in the final two sentences of Section 6 of the 2009 Ordinance with respect to the Original 2009 Certificate.

Section 6. Book Entry Provisions. The provisions of Section 7 of the 2009 Ordinance shall apply to the Amended and Extended 2009 Certificate only in the event the Original Purchaser shall have delivered a written request at least five business days prior to the issuance of the Amended and Extended 2009 Certificate.

Section 7. Execution; Authentication. The Amended and Extended 2009 Certificate shall be executed and, upon presentation of the Original 2009 Certificate to the Certificate Registrar, authenticated in accordance with the provisions of Section 8 of the 2009 Ordinance. Upon authentication of the Amended and Extended 2009 Certificate, the Original 2009 Certificate shall be canceled and destroyed by the Certificate Registrar.

Section 8. Redemption. The Amended and Extended 2009 Certificate is subject to optional redemption and prepayment as a whole or in part in integral multiples of \$20,000 on any interest payment date at the price of 100% of the principal amount thereof plus accrued interest to the redemption and prepayment date.

Section 9. Redemption and Prepayment Procedures. The Amended and Extended 2009 Certificate or portion thereof subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures set forth in Section 10 of the 2009 Ordinance except that upon surrender for any partial redemption, there shall be prepared for the registered owner a new Amended and Extended 2009 Certificate of like tenor, of authorized denomination, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal. Alternatively, optional redemptions may, by agreement of the Designated Officials and the registered owner, occur automatically and in lieu of a new Amended and Extended 2009 Certificate, the payment by redemption may be noted thereon by the registered owner.

Section 10. Registration of Amended and Extended 2009 Certificate; Persons Treated as Owners. The Amended and Extended 2009 Certificate shall be registered

and transferred in accordance with the procedures, and subject to the conditions and limitations, set forth in Section 11 of the 2009 Ordinance.

Section 11. Form of Amended and Extended 2009 Certificate. The Amended and Extended 2009 Certificate shall be in substantially the form hereinafter set forth.

REGISTERED
No. TWO

REGISTERED
\$30,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE, COOK AND WILL
DUPAGE WATER COMMISSION
AMENDED AND EXTENDED TAXABLE DEBT CERTIFICATE, SERIES 2009

Interest Maturity Dated
Rate: Formula Rate Date: December 21, 2015 Date: December 21, 2009 CUSIP: None

Registered Owner: WEST SUBURBAN BANK

Principal Amount: THIRTY MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, a water commission and unit of local government of the State of Illinois (the "*Commission*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to right of prior redemption and prepayment), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Amended and Extended 2009 Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Formula Rate identified below, such interest to be payable on June 21 and December 21 of each year, commencing June 21, 2010, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Amended and Extended 2009 Certificate is payable in lawful money of the United States of America upon presentation hereof at the office maintained for such purpose of Clerk of the Commission, as paying agent and registrar (the "*Certificate Registrar*"). Payment of

interest shall be made to the Registered Owner hereof as shown on the registration books of the Commission maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "Record Date"). The Record Date shall be the first day of the month of any regular interest payment date and five days preceding any other interest payment date. Interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar; or as otherwise agreed by the Commission and the Certificate Registrar and either the original purchaser of this Amended and Extended 2009 Certificate or a qualified securities clearing corporation as depository, or nominee.

The Formula Rate ("Formula Rate") is hereby defined as follows:

For the period 12/21/09 to 12/20/10:

1.25% per annum

For the period 12/21/10 to 12/20/15:

That rate which is equal to the lesser of the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2) or the rate determined as of the 10th business day of any December and applicable for a one-year period (computed on the basis of a 360-day year of twelve 30-day months) beginning on the 21st day of December next following as follows:

PRIME RATE - 0.75

where "PRIME RATE" means: for each one-year interest period ("Interest Period") for which the Prime Rate is being calculated, the prevailing commercial rate of interest then most recently announced by the *Wall Street Journal* or, if the *Wall Street Journal* ceases to announce a prime rate, the base corporate rate of interest then most recently announced by the largest

commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may not be said bank's lowest rate of interest at any one time charged by said bank for extensions of credit to debtors, each as in effect as of the 10th business day in December immediately preceding the Interest Period for which the Prime Rate is being calculated.

This Amended and Extended 2009 Certificate is issued by the Commission for the purpose of providing funds to pay costs of the Purchase Program and Related Expenses, all as described and defined in the ordinances authorizing the Amended and Extended 2009 Certificate (collectively, the "*Amended and Extended 2009 Certificate Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("*Applicable Law*"), and with the Amended and Extended 2009 Certificate Ordinance, being ordinance numbered O-14-09 which has been duly passed by the Board of Commissioners of the Commission on the 10th day of December 2009, as amended by Ordinance numbered O-14-10 which has been duly passed by the Board of Commissioners of the Commission on the **[9th]** day of December 2010, and signed by the Chairman, in all respects as by law required. This Amended and Extended 2009 Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Amended and Extended Installment Purchase Agreement (the "*Amended and Restated Agreement*"), dated as of the 21st day of December 2009. The Amended and Restated Agreement has been entered into by and between the Commission and its Commission Treasurer, as Seller-Nominee,

and reference is hereby expressly made to same for further definitions and terms and to all the provisions of which the holder by the acceptance of this Amended and Extended 2009 Certificate assents.

This Amended and Extended 2009 Certificate is subject to provisions relating to registration and transfer; redemption and prepayment and notice and procedure for redemption and prepayment; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject. Any optional redemption of this Amended and Extended 2009 Certificate may, by agreement of the Commission and the registered owner, be evidenced by notation on this Amended and Extended 2009 Certificate in lieu of execution and delivery of a new Amended and Extended 2009 Certificate.

The Commission and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Commission nor the Certificate Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as TID, SSN, or other]

(Name and Address of Assignee)

the within Amended and Extended 2009 Certificate and does hereby irrevocably constitute and appoint

as attorney to transfer the said Amended and Extended 2009 Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Amended and Extended 2009 Certificate in every particular, without alteration or enlargement or any change whatever.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Amended and Extended 2009 Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available; that the total amount due under the Amended and Restated Agreement, represented by the Amended and Extended 2009 Certificate, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations; and that the Commission shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS AMENDED AND EXTENDED 2009 CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE COMMISSION OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Amended and Extended 2009 Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, by its Board of Commissioners, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Chairman and attested by the manual or duly authorized facsimile signature of its Commission Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Chairman of the Board of
Commissioners
DuPage Water Commission, Counties
of DuPage, Cook and Will, Illinois

ATTEST:

Commission Clerk
DuPage Water Commission,
Counties of DuPage, Cook and Will, Illinois

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Certificate is the Amended and Extended Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois described in the within-mentioned Ordinance and.

CLERK OF THE DUPAGE WATER COMMISSION
as Certificate Registrar

Certificate Registrar and Paying Agent:

Clerk,
DuPage Water Commission,
Counties of DuPage, Cook and Will,
Illinois

Signature

OPTIONAL REDEMPTION TABLE

By making entry hereon, the undersigned certifies that it is the sole owner of this Amended and Extended 2009 Certificate, and that it has received payment for principal hereon on the dates and in the amounts indicated:

DATE	AMOUNT REDEEMED (\$)	SIGNATURE OF REGISTERED OWNER

Section 12. Exchange of Certificates. The Designated Officials and other officers of the Commission as shall be appropriate shall be and are hereby authorized and directed to proceed, without any further authorization or direction whatsoever from the Board of Commissioners, to exchange the Original 2009 Certificate for the Amended and Extended 2009 Certificate evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$30,000,000, and the Designated Officials and any other officers of the Commission as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such closing documents as may be necessary, their execution shall constitute full and complete approval of all terms as shall appear therein.

Section 13. Funds and Appropriations. Funds or accounts for the payment of the principal of and interest on the Amended and Extended 2009 Certificate and funds or accounts to be used to pay costs of the Purchase Program shall be as provided in Section 14 of the 2009 Ordinance.

Section 14. Continuing Disclosure Undertaking. The Chairman or the Clerk are hereby authorized to deliver a Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") substantially in the form as has previously been provided by the Commission for its other financings. However, due to the private placement nature of the Amended and Extended 2009 Certificate financing, the Commission does not anticipate that such officers will be requested by the Original Purchaser to provide same.

Section 15. Pertaining to the Certificate Registrar. All of the covenants pertaining to the Certificate Registrar in Section 18 of the 2009 Ordinance are hereby

continued and reaffirmed with respect to the Amended and Extended 2009 Certificate as if fully set out herein.

Section 16. Defeasance. The defeasance provisions of Section 19 of the 2009 Ordinance shall apply to the Amended and Extended 2009 Certificate.

Section 17. Publication of Ordinance. Under Applicable Law, this Ordinance need not be published.

Section 18. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2010.

SIGNED: December __, 2010

Chairman of the Board of Commissioners

Recorded In Commission Records: December __, 2010.

ATTEST:

Commission Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Commission and of the Board of Commissioners (the "Board of Commissioners") thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the "Meeting") of the Board of Commissioners held on the [9th] day of December 2010 insofar as the same relates to the adoption of an ordinance, numbered O-14-10, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$30,000,000 Taxable Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser.

(the "Ordinance") a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the meeting.

I do further certify that the deliberations of the Board of Commissioners on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting (the "Agenda"), which Agenda contained a separate specific

item concerning the proposed adoption of the Ordinance, was posted at the location where the Meeting was held and at the principal office of the Board of Commissioners at least 48 hours in advance of the holding of the Meeting, **and a true, correct and complete copy of which Agenda is attached hereto**; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Water Commission Act of 1985, as amended, and that the Board of Commissioners has complied with all of the provisions of said Acts and with all of the procedural rules of the Board of Commissioners in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Commission this ____ day of December 2010.

Commission Clerk

[SEAL]

CONTRACT PSC-4/08 and PSC-5/08 ESTIMATED COST SHARING BETWEEN DWC AND CITY OF CHICAGO

Contract	Project (General Contractor)	Construction	Engineering	Total	City of Chicago Participation	DuPage Water Commission Participation
PSC-4	Electric Generation Facilities (HENDERSON/PATTEN)	\$ 20,624,753.20	\$ 2,795,592.50	\$ 23,420,345.70	\$ 8,500,000.00	\$ 14,920,345.70
PSC-4	VFD's (HENDERSON)	\$ 1,303,000.00	\$ 157,707.00	\$ 1,460,707.00	\$ 730,353.50	\$ 730,353.50
PSC-4	Total Contract (HENDERSON)	\$ 21,927,753.20	\$ 2,953,299.50	\$ 24,881,052.70	\$ 9,230,353.50	\$ 15,650,699.20
PSC-5	Photovoltaic System (DIVANE)	\$ 8,250,111.00	\$ 1,195,236.00	\$ 9,445,347.00	\$ 5,445,347.00	\$ 4,000,000.00
PSC-4&5	Totals	\$ 30,177,864.20	\$ 4,148,535.50	\$ 34,326,399.70	\$ 14,675,700.50	\$ 19,650,699.20
PSC-4&5	InterGovernmental Agreement Caps			\$30,000,000.00	\$15,000,000.00	\$15,000,000.00
PSC-4&5	(Under) - Over Caps			\$ 4,326,399.70	\$ (324,299.50)	\$ 4,650,699.20

CONTRACT PSC-4/08 and PSC-5/08 SUMMARY AS ON NOVEMBER 30, 2010

Contract	Costs Incurred	Construction	Engineering	Total	City of Chicago Participation	DuPage Water Commission Participation
PSC-4	Electric Generation Facilities (HENDERSON/PATTEN)	\$ 19,286,872.80	\$ 2,699,991.97	\$ 21,986,864.77	\$ 8,500,000.00	\$ 13,486,864.77
PSC-4	VFD's (HENDERSON)	\$1,303,000.00	\$147,028.56	\$ 1,450,028.56	\$ 725,014.28	\$ 725,014.28
PSC-4	Total Contract (HENDERSON)	\$ 20,589,872.80	\$ 2,847,020.53	\$ 23,436,893.33	\$ 9,225,014.28	\$ 14,211,879.05
PSC-5	Photovoltaic System (DIVANE)	\$ 7,446,400.00	\$ 1,055,630.48	\$ 8,502,030.48	\$ 4,502,030.48	\$ 4,000,000.00
PSC-4&5	Totals	\$ 28,036,272.80	\$ 3,902,651.01	\$ 31,938,923.81	\$ 13,727,044.76	\$ 18,211,879.05
PSC-4&5	Totals	\$ 30,177,864.20	\$ 4,148,535.50	\$ 34,326,399.70	\$ 14,675,700.50	\$ 19,650,699.20
PSC-4&5	To Be Completed	\$ 2,141,591.40	\$ 245,884.49	\$ 2,387,475.89	\$ 948,655.74	\$ 1,438,820.15

CONTRACT PSC-4/08 and PSC-5/08 ESTIMATED COST SHARING BETWEEN DWC AND CITY OF CHICAGO

PSC-4/08 Electric Generation Facilities and VFD's (HENDERSON)

CONSTRUCTION		ENGINEERING		TOTAL ENGINEERING AND CONSTRUCTION			
1	For providing, performing, and completing all Work related to the Generator Facilities and all other Work except Work specifically included in the lump sum amounts set forth in (2), (3) and (4) below, the total sum of:	\$15,140,000.00	Generator Facilities (Design, (50% of Generator Supply Contract Design Engineering , VE Studies, Corrosion Engineering), Bidding, Project Management and Construction Services (Task Order 5 - Task Order 5R3) Including Other G&H Engineering Task Order Agreements (Task Order Nos. 1, 2 and 3))	\$2,577,795.00	Estimated Combined Engineering and Construction Costs	BY INTERGOVERNMENTAL AGREEMENT: CHICAGO/DUPAGE	
1A	DIV A Change Orders No1 through No7 (plus No 8 as Drafted)	\$492,949.20				City of Chicago Maximum Participation	DuPage Participation
	Four Stationary Generator Units (Patten Contract)	\$2,723,184.00		\$73,113.50			
	One Portable Generator Unit (Patten Contract) \$485620.00	\$485,620.00					
	Commonwealth Edison Engineering/Relay Work Estimate	\$1,017,000.00					
	50% of Power Reliability Contract (CCC & Assoc.)			\$15,000.00			
	50% of Value Engineering Contract (Fanning & Co.)			\$97,851.00			
	EN Engineering Corrosion Review			\$10,000.00			
	Advance Building Permit Review Fees - City of Chicago DOB			\$21,833.00			
4A	For providing, performing, and completing all Work related to the SCADA System for the Generator Facilities , the total sum of:	\$766,000.00					
TOTAL DIVISION A		\$20,624,753.20		\$2,795,592.50	\$23,420,345.70		
2	For providing, performing, and completing all Work related to the Replacement of Variable Frequency Drives , the total sum of:	\$1,278,000.00	Variable Frequency Drive Replacement (Design, Bidding, Project Management and Construction Services)Including Engineering Amendments (Task Order 5 - Task Order 5R3))		Equal Distribution of Costs DWC/COC	Equal Distribution of Costs DWC/COC	
2A	DIV B Change Orders (None Which Revise Cost)	\$0.00					
4B	For providing, performing, and completing all Work related to the SCADA System for the Replacement Variable Frequency Drives , the total sum of:	\$25,000.00					
TOTAL DIVISION B		\$1,303,000.00		\$157,707.00	\$1,460,707.00	\$730,353.50	\$730,353.50
PSC-4 TOTAL	TOTAL CONSTRUCTION PRICE (the sum of (1) plus (2) plus the sum of (4)A, (4)B, AND Joint Purchase of Generator Units AND Commonwealth Edison work:	\$21,927,753.20	TOTAL ENGINEERING:	\$2,953,299.50	\$24,881,052.70	\$9,230,353.50	\$15,650,699.20

PSC-5/08 Photovoltaic System (DIVANE)

C1	PV's (700 kW)	\$7,940,000.00	Photovoltaic System (Design, Bidding, Project Management and Construction Services) Including Engineering Amendments (Task Order 5 - Task Order 5R3))	\$1,178,236.00	City of Chicago Participation	DuPage Maximum Participation	
C1A	Change Orders No 1 through No2 (No. 3 as proposed)	\$254,111.00					
	Tank Industry Consultants (TIC) Reservoir pre-work and post-work inspection and documentation			\$17,000.00			
C2	SCADA for PVs (700 kW)	\$56,000.00					
PSC-5 TOTAL	TOTAL	\$8,250,111.00		\$1,195,236.00	\$9,445,347	\$5,445,347.00	\$4,000,000.00

TOTAL	TOTAL CONSTRUCTION PRICE (the sum of (1) plus (2) plus (3) plus the sum of (4)A, (4)B, and (4)C) AND 50% of Joint Purchase of Generator Units AND PV REBID	\$30,177,864.20	TOTAL ENGINEERING:	\$4,148,535.50	\$34,326,400	\$14,675,700.50	\$19,650,699.20
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IGA CAP	\$15,000,000.00	\$15,000,000.00
(UNDER)OVER	-\$324,299.50	\$4,650,699.20

BUDGET	\$15,000,000.00	\$19,000,000.00
(UNDER)OVER	-\$324,299.50	\$650,699.20



DuPage Water Commission

MEMORANDUM

TO: Terry McGhee
Acting General Manager

FROM: Maureen A. Crowley *MAC*
Staff Attorney

DATE: December 2, 2010

SUBJECT: October/November Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's December 1, 2010, invoice for services rendered during the period October 21, 2010, through November 20, 2010, and recommend it for approval. This invoice should be placed on the December 9, 2010, Commission meeting accounts payable.

H:\Administration\List\MC101202L&MInvoice.docx


October/November 2010
Laner Muchin

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
Labor Relations	\$820.00	4.00	\$205.00	O'Brien (4.0@\$205/hr.)	Collective Bargaining and Personnel Matters
	<u>\$820.00</u>	<u>4.00</u>	<u>\$205.00</u>		

DRAFT



DuPage Water Commission MEMORANDUM

TO: Interested News Medium 

FROM: Terry McGhee
Acting General Manager

DATE: December 2, 2010

SUBJECT: 2011 Schedule of Meetings

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

January 13, 2011
February 10, 2011
March 10, 2011
April 14, 2011
May 12, 2011
June 9, 2011
July 14, 2011
August 11, 2011
September 8, 2011
October 13, 2011
November 10, 2011
December 8, 2011

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