



DuPage Water Commission

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

AGENDA

ENGINEERING & CONSTRUCTION COMMITTEE
THURSDAY, NOVEMBER 21, 2013
6:20 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

D. Loftus, Chair
R. Furstenau
F. Saverino
M. Scheck
J. Zay

- I. Roll Call
- II. Approval of Committee Meeting Minutes

RECOMMENDED MOTION: To approve the Minutes of the October 17, 2013 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission.

- III. Report of Status of Construction/Operations
- IV. R-28-13: A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Electrical Contract QRE-6/12 at the November 21, 2013 DuPage Water Commission Meeting (**McWilliams Electric Co., Inc. in an amount not-to-exceed \$11,000.00**)
- V. R-31-13: A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement—(**Integritys Energy Services Inc. for a total electrical cost not-to-exceed 4.22 cents per kWh**)
- VI. R-32-13: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with AECOM Technical Services Inc. at the November 21, 2013 DuPage Water Commission Meeting (**\$29,800.00 – estimated**)
- VII. Discussion Items
- VIII. Old Business
- IX. Other
- X. Adjournment

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

**MINUTES OF A MEETING OF THE
ENGINEERING & CONSTRUCTION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, OCTOBER 17, 2013
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order at 6:20 P.M.

Committee members in attendance: R. Furstenau, F. Saverino, M. Scheck and J. Zay (ex officio)

Committee members absent: D. Loftus

Also in attendance: C. Bostick, E. Kazmierczak, T. McGhee, J. Schori, J. Spatz and M. Weed.

Commissioner Saverino moved to approve the Minutes of the September 19, 2013 Special Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck and passed as follows:

Ayes: R. Furstenau, M. Scheck, and F. Saverino

Nays: None

Absent: D. Loftus

Commissioner Saverino moved to approve the Minutes of the September 19, 2013 Regular Engineering & Construction Committee Meeting of the DuPage Water Commission. Motion seconded by Commissioner Scheck and passed as follows:

Ayes: R. Furstenau, M. Scheck, and F. Saverino

Nays: None

Absent: D. Loftus

Facilities Construction Supervisor Bostick provided an oral report highlighting the Status of Operations report;

Regarding Water Conservation, Facilities Construction Supervisor Bostick advised the Committee that the Village of Westmont, as a leading edge community, was the subject of a meeting to review potential training topics for conservation methods or educational programs that may be employed by the Village. A follow up discussion is planned to take place in the near future.

Regarding the Document Management System (DMS), Facilities Construction Supervisor Bostick advised the Committee that the GIS Supervisor and Document Management Specialist continue working on a plan to migrate all documents from the existing iManage document management system to SharePoint. After further research, Staff determined that they need to have a better understanding of how to optimize SharePoint's built-in document management function before performing the migration.

Regarding the York Township Water Facility, Facilities Construction Supervisor Bostick advised the Committee that Commission legal counsel and the Assistant State's Attorney continue discussing deficiencies in the County's proposed easements which are in conflict with the unencumbered and insured easements requirements of the Subsequent Customer Agreement. Facilities Construction Supervisor Bostick also advised that the County has yet still to provide the construction contract documents or plans for Commission review and approval.

Engineering Committee Minutes 10/17/2013

Regarding the Standpipe Evaluations, Facilities Construction Supervisor Bostick advised the Committee that QRE-6/12 Work Authorization Order No. 5 appears on the agenda as part of R-26-13 to install the electrical portion of the PAX mixer system as discussed at the September 2013 Engineering and Construction Committee Meeting. Facilities Construction Supervisor Bostick also advised that the next step will be seeking proposals to install the temperature sensing instrumentation to monitor the water temperature within the standpipe.

Regarding Instrumentation and Remote Facilities Maintenance, Facilities Construction Supervisor Bostick informed the Committee that Instrumentation/Remote Facilities Supervisor Schori is discussing the means and costs associated with bringing sixty-four (64) metering stations back into electrical code compliance. A recommendation should be brought forth at a future Engineering and Construction Committee Meeting. Facilities Construction Supervisor Bostick also advised the Committee that QRE-6/12 Work Authorization Order (WAO) No. 4 appears on the agenda as part of R-26-13. This is to ratify an emergency WAO to repair an electrical fault found on the utility service cables to Metering Station 1E.

Regarding GIS, Facilities Construction Supervisor Bostick informed the Committee that the internal GIS website with ArcGIS for Server 10.2 and ArcGIS Viewer for Silverlight is operational. Facilities Construction Supervisor Bostick also advised the Committee that GIS Coordinator Frelka continues the rebuilding of the cathodic protection GIS layer using recent test data and additional information as provided by the Pipeline Department as they locate additional or replace facilities.

Regarding Contract QR-10/13, Facilities Construction Supervisor Bostick informed the Committee work in rehabilitating structures and pavement at 32 sites is ongoing. Facilities Construction Supervisor Bostick advised the Committee that R-25-13 appears on the agenda to rehabilitate an additional 31 structures at an estimated cost not to exceed \$100,750.00. Commissioner Furstenau provided his opinion that the cost per unit seemed excessive. Pipeline Supervisor Kazmierczak responded stating that some of the designated locations require an additional measure of work than others due to requirements of the authority having jurisdiction over the right of way whether it be a municipality or other entity. Pipeline Supervisor Kazmierczak also stated that the pricing received is in line with other recent contracts.

Regarding Contract TOB-7/12, Facilities Construction Supervisor Bostick that all nine (9) rectifier sites are operational and final test reports are forthcoming. Upon receipt of the reports, Staff will most likely be recommending final project acceptance at the November 2013 Commission meeting.

Facilities Construction Supervisor Bostick advised the Committee that the Pipeline Department is in process of locating pipelines using vacuum excavation services. This is being undertaken to re-establish the location of facilities where roadwork or other construction has eliminated the basis of previous location methods. Upon excavation of the mains, Pipeline Staff is placing electronic locating markers to assist in future locating needs.

Commissioner Furstenau inquired with the Committee as to any questions or comments regarding the three action items on the agenda. Commissioner Saverino inquired about the replacement F-250 pick-up truck as to why this 2001 model year vehicle remained in service so long noting that typically trucks with snow plows remain in service only five to six years. Manager of Water Operations McGhee responded that Staff performed maintenance on the vehicle to extend its useful life. Commissioner Saverino moved to recommend approval of items 2 through 4 of the Engineering

and Construction Committee items of the Commission Agenda. Seconded by Commissioner Scheck and passed unanimously as follows:

Ayes: R. Furstenau, M. Scheck, and F. Saverino

Nays: None

Absent: D. Loftus

2. Resolution No. R-25-13: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-10/13 at the October 17, 2013, DuPage Water Commission Meeting (**John Neri Construction Co. Inc. – Estimated Not to Exceed \$100,750.00**)
3. Resolution No. R-26-12: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract (Contract QRE-6/12) at the October 17, 2013, DuPage Water Commission Meeting (**WAO No. 4 to McWilliams Electric Co. Inc. – Estimated Not to Exceed \$2,000.00 and WAO No. 5 to Divane Bros. Electric Co. – Estimated Not to Exceed \$9,500.00**)
4. To Authorize the General Manager to Purchase one F-250 Pick-Up Truck and Snow Plow Equipment- **State of Illinois Joint Purchasing Contract in the amount of \$38,934.00**

Commissioner Furstenau inquired with the Committee if any other business or items are to be discussed. General Manager Spatz advised the Committee that roof replacement at the Lexington Pump Station has become necessary at the Commission's portion of the expense is approximately \$175,000.00, and since this item was not included in the FY2013/14 Management Budget, a budgetary adjustment is required. General Manager Spatz indicated however that the budget adjustment has no effect on the appropriation.

In addition, General Manager Spatz stated that requests for proposals have been sent to five separate consulting firms to perform the capacity studies, threat/vulnerability assessments and a water rate/cost analysis associated with providing emergence water service to the various Cook County entities which have requested service. General Manager Spatz indicated that once the proposals are received, Staff will review the proposals for Board consideration.

Commissioner Saverino moved to adjourn the meeting at 6:45 P.M. Motion seconded by Commissioner Scheck and passed unanimously as follows:

Ayes: R. Furstenau, M. Scheck, and F. Saverino

Nays: None

Absent: D. Loftus



DuPage Water Commission

MEMORANDUM

TO: John Spatz
General Manager

FROM: Terry McGhee
Manager of Water Operations

Ed Kazmierczak Pipeline Supervisor
Chris Bostick Facilities Construction Supervisor
John Schori Instrumentation Supervisor
Frank Frelka GIS Coordinator
Mike Weed Operations Supervisor

DATE: November 14, 2013

SUBJECT: Status of Operations

Operations Overview

The Commission's sales for the month of October were a total of 2.197 billion gallons. This represents an average day demand of 70.9 million gallons per day (MGD), which is lower than the October 2012 average day demand of 71.3 MGD. The maximum day demand was 81.8 MGD on October 1, 2013, which is lower than the October 2012 maximum day demand of 86.9 MGD. The minimum day flow was 65.7 MGD.

The Commission's recorded total precipitation for the month of October was 3.12 inches compared to 3.15 inches for October 2012. The level of Lake Michigan for October 2013 is 577.46 (Feet IGLD 1985) compared to 576.57 (Feet IGLD 1985) for October of 2012.

Water Conservation

The Commission's water conservation related project was selected by Chicago Metropolitan Agency for Planning (CMAP) Local Technical Assistance (LTA) Program. The program includes a customer survey, development of a training manual to summarize the four workshops that took place over the summer for our Customer's conservation coordinators to utilize and outreach materials for elected officials. CMAP and Metropolitan Planning Council (MPC) are currently developing the training manual.

Westmont was chosen as the leading-edge community and will receive a small amount of additional training to help them implement some of the recommendations highlighted in the training. The top ideas for the additional training were: a new lawn-watering ordinance, a residential rain barrel and native plants education program, or improving their water bill legibility. CMAP and MPC presented the three main ideas to Westmont, which will be bringing the ideas to their Board so they can rank them based on their priorities.

Customer Inter-Connections

During the week of October 28th the Commission conducted a test to verify the capabilities of supplying the Village of Schaumburg through their emergency inter-connection located in Roselle. This test was in preparation of the Villages planned loss of supply from the Northwest Suburban Municipal Joint Action Water Agency scheduled for the spring of 2014 as part of the Toll-way widening project

Facilities Construction Overview

DuPage County Service Areas

York Township: No Change: Joint facility design is ongoing. Commission legal counsel is working with the County's Assistant State's attorney on the outstanding easement issues. DuPage County has posted funds to cover the Commission's related expenses on this project.

Storage System Improvements

Staff is working on quotes from the QRE contractors to provide and install instrumentation to monitor the Standpipe 4W mixing system effectiveness. This will be accomplished by measuring water temperatures at varying heights of the standpipe.

No Change: Staff will bring forth for consideration at a future date Rider No. 2 of the engineering agreement which would authorize the next phase of the work which is development of bid specifications for standpipe rehabilitation and coating work at standpipes 4E and 4W to be undertaken in FY2014/15.

Staff has met with the Lisle-Woodridge Fire District to discuss rescue service needs for these standpipes. Additional discussions with the Engineer (TIC) regarding the inclusion of anchorage points for rescue services and fall prevention systems will be held in the coming month.

Instrumentation / Remote Facilities Overview

Contract QRE-6/12

Both QRE contractors have responded with recommendations and cost estimates to a draft Work Authorization Order QRE 6.003 to return the electrical systems of the original 64 meter stations to electrical standards. Staff is evaluating the recommendations and proposals to recommend a course of action. They have also responded with cost estimates to make necessary repairs at four meter station facilities and staff is recommending its approval under resolution R-28-13.

Instrumentation and Remote Facilities Maintenance

The annual standpipe cathodic protection system inspection, testing, and adjusting have been scheduled.

Meter Shop

The annual customer meter calibration program is approximately 25% complete.

Document ManagementSharePoint 2013

Staff is working on a plan to migrate documents from the iManage document management system to SharePoint 2013. SharePoint is not a document management system per se but it has document management functionality that we plan to take advantage of in order to eliminate the annual software maintenance fees charged by iManage. The easy part of the project will be using software to export documents from iManage and import them to SharePoint. Planning for how to organize documents in SharePoint is key and staff is researching best practices on how to do this.

GIS

Work continues on inputting the cathodic protection test data in GIS.

Pipeline Maintenance and Construction OverviewContract QR-10/13

Work authorized by R-22-13 (Work Authorization Order No. 1: manhole adjustments; pavement removal and replacement) is ongoing.

Work authorized by R-25-13 (Work Authorization Order No. 2: manhole adjustments; pavement removal and replacement) is underway.

Contract TOB-7/12 Corrosion Protection and Control for the Outer Belt Transmission Mains)

Final testing and commissioning of the system has been completed. A resolution requesting a time extension and release of final payment to the contractor, will be presented to the board upon receipt and approval of the commissioning report.

The work authorized by R-24-13 (Airy's Inc. for vacuum excavation services) was completed on November 1.

OCTOBER 2013 COMMISSION AGENDA ITEMS:

R-28-13: A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Contract QRE-6/12 at the November 21, 2013 DuPage Water Commission Meeting

R-31-13 A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement at the November 21, 2013 DuPage Water Commission Meeting

R-32-13 A Resolution Approving Task Order No. 1 Under the Master Contract with AECOM Technical Services, Inc.

Attachments:

1. DuPage Laboratory Bench Sheets for October, 2013
2. Water Sales Analysis 01-October-09 to 31-October-2013
3. Chart showing Commission sales versus allocations
4. Chart showing Commission sales versus historical averages

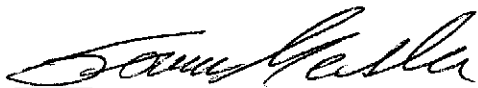
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DUPAGE WATER COMMISSION LABORATORY BENCH SHEET
MONTHLY REPORT FOR OCTOBER 2013

LEXINGTON SUPPLY

DUPAGE DISCHARGE

DAY	FREE CL ₂	TURBIDITY	PO ₄	FREE CL ₂	TURBIDITY	TEMP	pH	Fluoride	PO ₄	P.A.C.	ANALYST
	mg/l	NTU	mg/l	mg/l	NTU	°F					
1	0.89	0.10	0.57	0.93	0.10	67	7.5	1.1	0.55	0	KD
2	0.89	0.10	0.56	0.92	0.11	67	7.6	1.1	0.55	0	KD
3	0.86	0.11	0.55	0.90	0.10	66	7.5	1.0	0.53	0	KD
4	0.93	0.10	0.59	0.95	0.10	66	7.5	1.1	0.53	0	KD
5	0.92	0.10	0.58	0.94	0.11	65	7.5	1.1	0.56	0	CT
6	0.94	0.12	0.57	0.96	0.11	65	7.5	1.1	0.54	0	CT
7	0.91	0.10	0.56	0.94	0.11	65	7.5	1.1	0.53	0	AM
8	0.95	0.10	0.55	0.96	0.10	65	7.5	1.0	0.56	0	CT
9	0.92	0.11	0.56	0.94	0.10	65	7.5	1.1	0.54	0	CT
10	0.92	0.10	0.59	0.95	0.09	64	7.5	1.1	0.53	0	CT
11	0.95	0.11	0.55	0.97	0.10	62	7.5	1.0	0.55	0	CT
12	0.93	0.10	0.55	0.95	0.10	62	7.6	1.1	0.55	0	AM
13	0.89	0.10	0.54	0.91	0.11	62	7.5	1.1	0.54	0	CT
14	0.90	0.11	0.55	0.93	0.09	59	7.5	1.1	0.53	0	CT
15	0.90	0.12	0.56	0.92	0.11	59	7.5	1.1	0.54	0	CT
16	0.92	0.10	0.54	0.94	0.09	59	7.5	1.1	0.54	0	CT
17	0.94	0.12	0.59	0.96	0.09	58	7.6	1.0	0.53	0	CT
18	0.94	0.11	0.54	0.95	0.11	57	7.6	1.0	0.56	0	CT
19	0.93	0.11	0.56	0.95	0.10	57	7.6	1.1	0.54	0	CT
20	0.92	0.11	0.57	0.94	0.11	57	7.5	1.0	0.56	0	FG
21	0.92	0.10	0.56	0.95	0.10	57	7.5	1.1	0.56	0	FG
22	0.94	0.10	0.55	0.92	0.11	57	7.5	1.1	0.55	0	CT
23	0.91	0.10	0.55	0.92	0.11	56	7.5	1.0	0.52	0	CT
24	0.90	0.10	0.55	0.92	0.11	57	7.6	1.1	0.52	0	CT
25	0.90	0.11	0.56	0.91	0.10	56	7.5	1.0	0.50	0	FG
26	0.89	0.11	0.55	0.90	0.11	55	7.5	1.1	0.53	0	FG
27	0.90	0.10	0.57	0.91	0.11	55	7.5	1.1	0.53	0	CT
28	0.89	0.10	0.58	0.90	0.09	55	7.5	1.1	0.50	0	CT
29	0.91	0.11	0.56	0.92	0.10	55	7.5	1.1	0.53	0	FG
30	0.93	0.11	0.57	0.92	0.09	54	7.5	1.1	0.54	0	FG
31	0.92	0.11	0.54	0.92	0.09	54	7.6	1.0	0.53	0	FG
AVG	0.91	0.11	0.56	0.93	0.10	60	7.5	1.1	0.54	0	
MAX	0.95	0.12	0.59	0.97	0.11	67	7.6	1.1	0.56	0	
MIN	0.86	0.10	0.54	0.90	0.09	54	7.5	1.0	0.50	0	



Terrance McGhee
Manager of Water Operations

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-13
PER DAY AVERAGE 81,243,493

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-10	2,493,442,000	2,546,177,057	97.93%	\$4,587,933.28	\$5,105,085.00	1,951,633	0.08%	98.01%	\$1.84	\$2.005
Jun-10	2,379,251,000	2,435,768,080	97.68%	\$4,377,821.84	\$4,883,715.00	1,052,920	0.04%	97.72%	\$1.84	\$2.005
Jul-10	2,977,683,000	3,048,231,920	97.69%	\$5,478,936.72	\$6,111,705.00	1,342,710	0.04%	97.73%	\$1.84	\$2.005
Aug-10	2,867,253,000	2,924,004,988	98.06%	\$5,275,745.52	\$5,862,630.00	930,281	0.03%	98.09%	\$1.84	\$2.005
Sep-10	2,525,751,000	2,588,259,352	97.58%	\$4,647,381.84	\$5,189,460.00	1,085,300	0.00%	97.58%	\$1.84	\$2.005
Oct-10	2,394,743,000	2,449,952,618	97.75%	\$4,406,327.12	\$4,912,155.00	1,143,788	0.05%	97.79%	\$1.84	\$2.005
Nov-10	2,044,476,000	2,079,920,200	98.30%	\$3,761,835.84	\$4,170,240.00	955,414	0.05%	98.34%	\$1.84	\$2.005
Dec-10	2,173,930,000	2,196,014,963	98.99%	\$4,000,031.20	\$4,403,010.00	943,234	0.04%	99.04%	\$1.84	\$2.005
Jan-11	2,176,905,000	2,203,802,993	98.78%	\$4,005,505.20	\$4,418,625.00	6,094,505	0.28%	99.06%	\$1.84	\$2.005
Feb-11	1,960,872,000	1,992,314,214	98.42%	\$3,608,004.48	\$3,994,590.00	3,351,469	0.17%	98.59%	\$1.84	\$2.005
Mar-11	2,084,629,000	2,119,930,175	98.33%	\$3,835,717.36	\$4,250,460.00	875,189	0.00%	98.33%	\$1.84	\$2.005
Apr-11	2,032,022,000	2,050,900,249	99.08%	\$3,736,920.48	\$4,112,055.00	674,574	0.03%	99.11%	\$1.84	\$2.005
May-11	2,342,971,000	2,384,648,379	98.25%	\$4,779,660.84	\$4,781,220.00	603,990	0.03%	98.28%	\$2.04	\$2.005
Jun-11	2,467,779,000	2,526,763,092	97.67%	\$5,034,118.96	\$5,066,160.00	700,540	0.03%	97.69%	\$2.04	\$2.005
Jul-11	3,211,413,000	3,276,142,145	98.02%	\$6,551,276.72	\$6,568,665.00	1,090,800	0.03%	98.06%	\$2.04	\$2.005
Aug-11	2,733,016,000	2,779,503,741	98.33%	\$5,575,352.64	\$5,572,905.00	792,559	0.03%	98.36%	\$2.04	\$2.005
Sep-11	2,486,823,000	2,533,174,564	98.17%	\$5,073,028.92	\$5,079,015.00	1,078,701	0.04%	98.21%	\$2.04	\$2.005
Oct-11	2,206,656,398	2,249,745,636	98.08%	\$4,501,579.05	\$4,510,740.00	681,023	0.03%	98.11%	\$2.04	\$2.005
Nov-11	1,986,038,000	2,012,618,454	98.68%	\$4,051,517.52	\$4,035,300.00	850,000	0.04%	98.72%	\$2.04	\$2.005
Dec-11	2,046,708,000	2,072,416,459	98.76%	\$4,175,284.32	\$4,155,195.00	974,459	0.05%	98.81%	\$2.04	\$2.005
Jan-12	2,073,584,000	2,111,472,876	98.21%	\$5,660,884.32	\$5,293,462.50	978,662	0.05%	98.25%	\$2.73	\$2.507
Feb-12	1,926,054,000	1,974,613,582	97.54%	\$5,258,127.42	\$4,950,356.25	923,283	0.05%	97.59%	\$2.73	\$2.507
Mar-12	2,006,949,000	2,047,616,673	98.01%	\$5,478,970.77	\$5,133,375.00	1,394,581	0.07%	98.08%	\$2.73	\$2.507
Apr-12	2,020,132,000	2,067,114,579	97.73%	\$5,514,960.36	\$5,182,256.00	1,425,448	0.07%	97.80%	\$2.73	\$2.507
May-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,635,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,669.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,118,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.66%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
Jun-13	2,321,503,000	2,390,040,458	97.13%	\$7,707,389.96	\$6,888,096.60	649,245	0.03%	97.16%	\$3.32	\$2.882
Jul-13	2,829,247,000	2,911,976,489	97.16%	\$9,393,100.04	\$8,392,316.24	1,059,086	0.04%	97.20%	\$3.32	\$2.882
Aug-13	3,007,723,000	3,089,289,160	97.36%	\$9,985,640.36	\$8,903,331.36	1,323,465	0.04%	97.40%	\$3.32	\$2.882
Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
TOTALS (1)	635,567,846,798	653,365,594,083	97.28%	\$950,097,557.72	\$899,570,227.00	615,845,460	0.09%	97.37%	\$1.49	\$1.377

- (1) - SINCE MAY 1, 1992
- (2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE
- (3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD	Month	Oct>Sept
Oct-12	17,124,733,000	17,533,725,569
Oct-13	15,234,438,000	15,656,607,176
	(1,890,295,000)	(1,877,118,393)
	-11.0%	-10.7%
		8.2%
		2.7%
Month	Oct-12	2,204,646,000
	Oct-13	2,190,814,000
		(13,832,000)
		-0.6%
		(5,859,606)
		-0.3%
		\$ 1,254,819
		22.2%
		\$ 827,227
		13.7%
Oct>Sept	(346,427,000)	(361,238,473)
		\$ (1,150,138)
		\$ (1,041,089)

DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 30-Sep-13

PER DAY AVERAGE 81,243,493

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-11	2,342,971,000	2,384,648,379	98.25%	\$4,779,660.84	\$4,781,220.00	603,990	0.03%	98.28%	\$2.04	\$2.005
Jun-11	2,467,779,000	2,526,763,092	97.67%	\$5,034,118.96	\$5,066,160.00	700,540	0.03%	97.69%	\$2.04	\$2.005
Jul-11	3,211,413,000	3,276,142,145	98.02%	\$6,551,276.72	\$6,568,665.00	1,090,800	0.03%	98.06%	\$2.04	\$2.005
Aug-11	2,733,016,000	2,779,503,741	98.33%	\$5,575,352.64	\$5,572,905.00	792,559	0.03%	98.36%	\$2.04	\$2.005
Sep-11	2,486,823,000	2,533,174,564	98.17%	\$5,073,028.92	\$5,293,462.50	1,078,701	0.04%	98.21%	\$2.04	\$2.005
Oct-11	2,206,656,398	2,249,745,636	98.08%	\$4,501,579.05	\$4,510,740.00	681,023	0.03%	98.11%	\$2.04	\$2.005
Nov-11	1,986,038,000	2,012,618,454	98.68%	\$4,051,517.52	\$4,035,300.00	850,000	0.04%	98.72%	\$2.04	\$2.005
Dec-11	2,046,708,000	2,072,416,459	98.76%	\$4,175,284.32	\$4,155,195.00	974,459	0.05%	98.81%	\$2.04	\$2.005
Jan-12	2,073,584,000	2,111,472,876	98.21%	\$5,660,884.32	\$5,293,462.50	978,662	0.05%	98.25%	\$2.73	\$2.507
Feb-12	1,926,054,000	1,974,613,582	97.54%	\$5,258,127.42	\$4,950,356.25	923,283	0.05%	97.59%	\$2.73	\$2.507
Mar-12	2,006,949,000	2,047,616,673	98.01%	\$5,478,970.77	\$5,133,375.00	1,394,581	0.07%	98.08%	\$2.73	\$2.507
Apr-12	2,020,132,000	2,067,114,579	97.73%	\$5,514,960.36	\$5,182,256.00	1,425,448	0.07%	97.80%	\$2.73	\$2.507
May-12	2,571,924,000	2,631,095,433	97.75%	\$7,021,352.52	\$6,596,156.25	845,168	0.03%	97.78%	\$2.73	\$2.507
Jun-12	3,400,363,000	3,498,823,295	97.19%	\$9,282,990.99	\$8,771,550.00	1,375,200	0.04%	97.23%	\$2.73	\$2.507
Jul-12	3,529,438,000	3,609,199,242	97.79%	\$9,635,365.74	\$9,048,262.50	1,048,718	0.03%	97.82%	\$2.73	\$2.507
Aug-12	2,941,022,000	3,012,931,292	97.61%	\$8,028,990.06	\$7,553,418.75	986,869	0.03%	97.65%	\$2.73	\$2.507
Sep-12	2,477,340,000	2,530,704,029	97.89%	\$6,763,138.20	\$6,344,475.00	1,328,048	0.05%	97.94%	\$2.73	\$2.507
Oct-12	2,204,646,000	2,250,972,278	97.94%	\$6,018,683.58	\$5,643,187.50	1,277,774	0.06%	98.00%	\$2.73	\$2.507
Nov-12	1,997,315,000	2,038,118,269	98.00%	\$5,452,669.95	\$5,109,562.50	1,099,388	0.05%	98.05%	\$2.73	\$2.507
Dec-12	2,051,481,000	2,091,309,334	98.10%	\$5,600,543.13	\$5,242,912.50	882,788	0.04%	98.14%	\$2.73	\$2.507
Jan-13	2,118,398,000	2,159,418,779	98.10%	\$7,033,081.36	\$6,223,444.92	836,113	0.04%	98.14%	\$3.32	\$2.882
Feb-13	1,903,034,000	1,950,611,450	97.56%	\$6,318,072.88	\$5,621,662.20	1,106,766	0.06%	97.62%	\$3.32	\$2.882
Mar-13	2,046,176,000	2,085,514,809	98.11%	\$6,793,304.32	\$6,010,453.68	1,128,463	0.05%	98.17%	\$3.32	\$2.882
Apr-13	1,987,777,000	2,035,998,626	97.63%	\$6,599,419.64	\$5,867,748.04	708,538	0.03%	97.67%	\$3.32	\$2.882
May-13	2,347,910,000	2,413,837,252	97.27%	\$7,795,061.20	\$6,956,678.96	809,119	0.03%	97.30%	\$3.32	\$2.882
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Sep-13	2,537,241,000	2,606,351,145	97.35%	\$8,423,640.12	\$7,511,504.00	1,371,480	0.05%	97.40%	\$3.32	\$2.882
Oct-13	2,190,814,000	2,245,112,672	97.58%	\$7,273,502.48	\$6,470,414.72	763,519	0.03%	97.62%	\$3.32	\$2.882
TOTALS (1)	635,567,846,798	653,365,594,083	97.28%	\$950,097,557.72	\$899,570,227.00	615,845,460	0.09%	97.37%	\$1.49	\$1.377

(1) - SINCE MAY 1, 1992

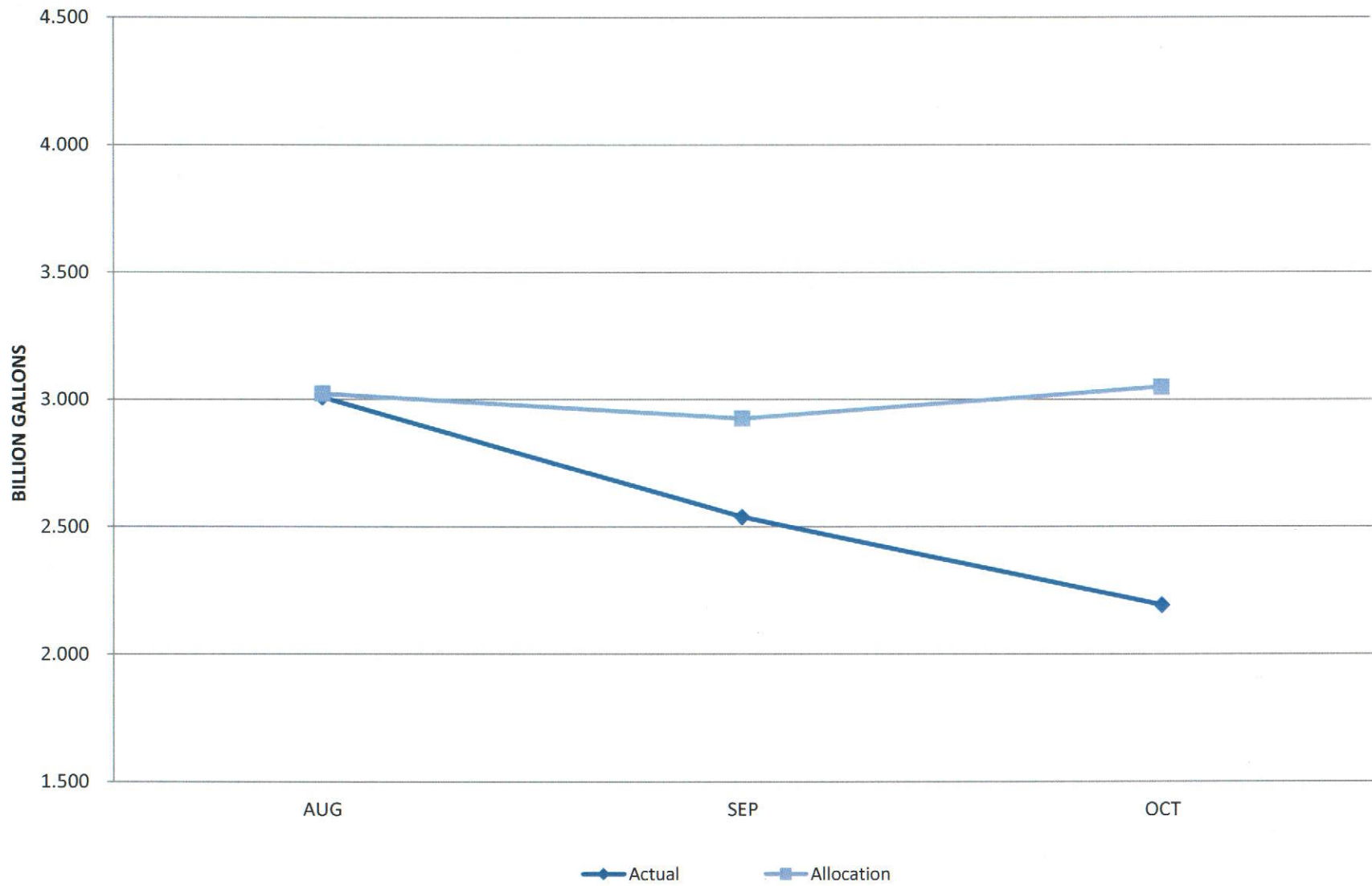
(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

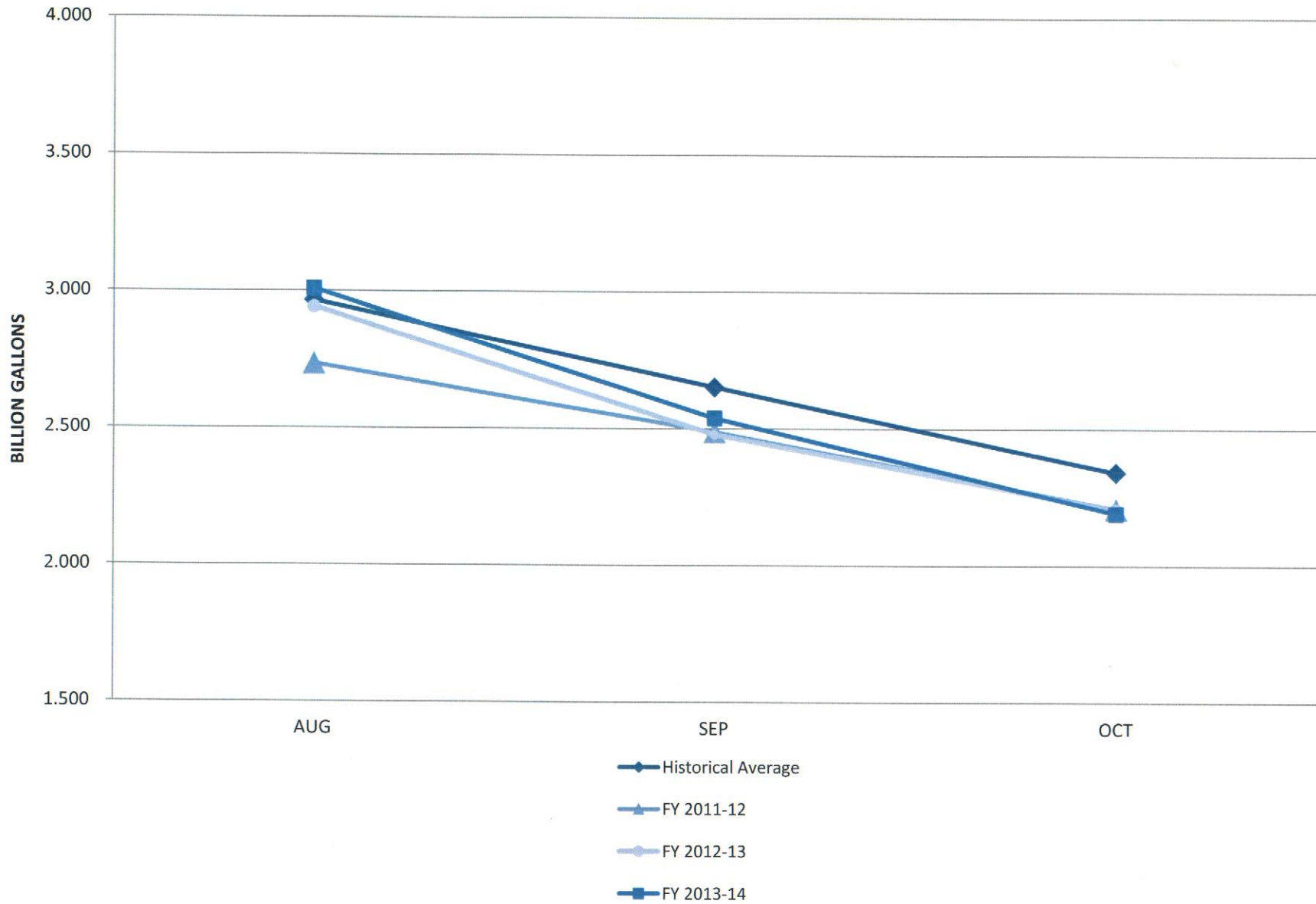
YTD

Oct-12	17,124,733,000	17,533,725,569	97.67%	\$ 46,750,521	\$ 43,957,050				\$2.73	\$2.507
Oct-13	15,234,438,000	15,656,607,176	97.30%	\$ 50,578,334	\$ 45,122,342				\$3.32	\$2.882
	(1,890,295,000)	(1,877,118,393)		\$3,827,813	\$1,165,292					
	-11.0%	-10.7%		8.2%	2.7%					
Month										
Oct-12	2,204,646,000	2,250,972,278	97.94%	6,018,684	5,643,188				\$2.73	\$2.507
Oct-13	2,190,814,000	2,245,112,672	97.58%	7,273,502	6,470,415				\$3.32	\$2.882
	(13,832,000)	(5,859,606)		\$ 1,254,819	\$ 827,227					
	-0.6%	-0.3%		22.2%	13.7%					
Oct>Sept	(346,427,000)	(361,238,473)		\$ (1,150,138)	\$ (1,041,089)					

DU PAGE WATER COMMISSION SALES FY 2013-14 VS. ALLOCATION

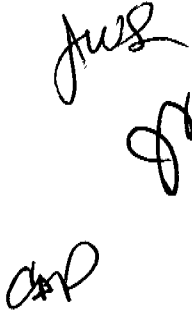


DU PAGE WATER COMMISSION SALES FY 2013-14, 2012-13 & 2011-12 VS. HISTORICAL AVERAGE



DATE: November 12, 2013

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities				
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Contract QRE-6/12 at the November 21, 2013 DuPage Water Commission Meeting Resolution No. R-28-13	APPROVAL 					
Account Number: 01-60-6633							
<p>The Commission entered into certain agreements dated June 21, 2012, with McWilliams Electric Company, Inc and Divane Bros. Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Order(s). Resolution No. R-28-13 would approve the following Work Authorization Order(s) under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 006: This work authorization is to McWilliams Electric Co., Inc. for replacing and repairing electrical service entrances at two (2) meter station facilities because the underground service entrances are settling and heaving, causing the service conductors and conduits to shift and move, putting stress on the meter socket enclosure and inner structure of the meter socket causing damage. Additional two (2) meter stations need to have the buildings ground system ground rod replaced.</p> <p>At two of the above mentioned meter stations the contractor is also upgrading the breaker panel wiring to current NEC and local electrical codes.</p> <p>Proposals were received from both QRE-6/12 contractors and the result is listed below.</p> <table><tr><td>McWilliams Electric Co.</td><td>\$10,050.00</td></tr><tr><td>Divane Bros. Electric Co.</td><td>\$22,800.00</td></tr></table> <p>The total cost for this work is not known but is estimated to not exceed \$11,000.00.</p>				McWilliams Electric Co.	\$10,050.00	Divane Bros. Electric Co.	\$22,800.00
McWilliams Electric Co.	\$10,050.00						
Divane Bros. Electric Co.	\$22,800.00						
MOTION: To adopt Resolution No. R-28-13.							

DuPAGE WATER COMMISSION

RESOLUTION NO. R-28-13

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-6/12
AT THE NOVEMBER 21, 2012, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 21, 2012, with Divane Bros. Electric Co. and with McWilliams Electric Co. Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-6/12"); and

WHEREAS, Contract QRE-6/12 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

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

Resolution No. R-28-13

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, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2013

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-6/12: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-6.006

LOCATION:

Meter Station 8A, Park Ave & Summit, Downers Grove - ComEd Account # 6936271006

Meter Station 21A, Off of President near Heather, Wheaton – ComEd Account # 8595502004

Meter Station 8C, 1200 75th Street, Downers Grove – ComEd Account # 8750166000

Meter Station 7B/8F, 2101 75th Street, Darien – ComEd Account # 7658105006

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Meter Station 8A: Install new ground rod 10' south from south-west corner of building and connect to exposed station ground cables using cadwell type of connections. Remove existing SPD and install new SPD to new 2-pole breaker. Add conduit and J-box to protect ground cable to RTU and antenna.

Meter Station 21A: Install new ground rod 10' north from north-east corner of building and connect to exposed station ground cables using cadwell type of connections. Remove existing SPD and install new SPD to new 2-pole breaker. Make any necessary corrections to breaker panels and grounding system to mitigate any violations of the NEC and local electrical codes. Add conduit and J-box to protect ground cable to RTU and antenna.

Meter Station 8C: Disconnect old meter socket and cut down existing service feed conduit. Install new meter socket, if required, and pedestal raceway. Install ground rod and cable to meter socket enclosure, if required. Perform a megger test of the incoming service conductors, replace if testing indicates problems otherwise splice additional cable length, if needed, to existing service conductors in the pedestal raceway to create slack for future settling. Connect and test for proper voltage to breaker panels. Restore any disturbed landscaping to its existing condition. Remove existing SPD and install new SPD to new 2-pole breaker. Make any necessary corrections to breaker panels and grounding system to mitigate any violations of the NEC and local electrical codes. Add conduit and J-box to protect ground cable to RTU and antenna.

Meter Station 7B/8F: Repair service entrance and add ground bushings to meter socket. Remove existing SPD and install new SPD to new 2-pole breaker.

REASON FOR WORK:

Meter Station grounding cables found not connected. Electrical service entrances are settling and heaving, causing the service conductors and conduits to shift and move, putting stress on the meter socket enclosure and inner structure of the meter socket causing damage. Original construction does not adhere to current NEC and local electrical codes.

MINIMUM RESPONSE TIME:

3 weeks from approval

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

Copper Ground Rods - 3/4" x 10'

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

Data sheet for SPD

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

As-built drawings of these types of meter stations showing ground rod placement, if requested.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

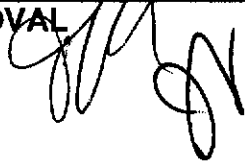
DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Operations
ITEM A Resolution Approving and Authorizing the Execution of a New Electrical Supply Agreement Resolution No. R-31-13	APPROVAL 
<p>Account Number: 01-60-6612.01</p> <p>The Commission's current electric power supply agreement expires April 03, 2014. After several years of obtaining the Commission's power supply from Exelon/Constellation, staff solicited new proposals from a broad group of market suppliers. After a detailed evaluation of the six comprehensive responses received from Constellation, Ameren, Integrys, Nobles, Midwest-Direct Energy, and World Energy. SPI Energy Group (SPI), the Commission's Illinois electric market consultant, determined that the most favorable pricing would be obtained by entering in to a two year Electrical Supply Agreement with Integrys Energy Supply Services. This agreement will include a total electrical cost of 4.22 cents per kWh and terminate on April 3, 2016. Over the term of this agreement the Commission can expect to see a minimum saving of \$166,000 from the prior agreement.</p> <p>Resolution No. R-31-13 would approve the form of the new electrical supply agreement to be entered into between the Commission and Integrys Energy Supply Services and would also authorize the General Manager to execute the agreement with Integrys Energy Supply Services.</p>	
<p>MOTION: To approve Resolution No. R-31-13.</p>	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-13

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A NEW ELECTRICAL SUPPLY AGREEMENT

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

WHEREAS, the Commission's current electric power supply agreement expires on April 3, 2014; and

WHEREAS, the Commission solicited new proposals from a broad group of market suppliers and, based upon the recommendations of the Commission's Illinois electric market consultant, SPI Energy Group (SPI), the Commission has determined that most favorable pricing would be obtained by entering in to a two year Electrical Supply Agreement with Integrys Energy Supply Services;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to enter into a new electrical supply agreement with Integrys Energy Supply Services.

Resolution No. R-31-13

SECTION THREE: The form of the new electrical supply agreement between the Commission and Integrys Energy Supply Services shall be in the form of the energy supplier's standard form of agreement attached hereto and by this reference incorporated herein and made a part hereof as Group Exhibit A; provided, the energy price component of the total electric cost shall not exceed 4.22 cents per kWh and the length of service shall not exceed 24 months.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2013.

Chairman

ATTEST:

Clerk

GROUP EXHIBIT A



POWER SALE AGREEMENT

This Power Sale Agreement ("Agreement"), dated as of 11/7/2013 (the "Effective Date"), is made by and between **IntegrYS Energy Services, Inc.** ("Seller") and **DuPage Water Commission** ("Buyer"). Seller and Buyer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties". Capitalized terms used herein will have the meanings ascribed to them herein or in any Rider or Confirmation.

Section I: Price, Quantity, Delivery Point, Accounts, Service Level, and Delivery Period	Seller agrees to sell and schedule for delivery, and Buyer agrees to purchase and receive electricity and, as applicable, capacity, ancillary services, and other components (collectively "Energy") at the Delivery Point, in a Quantity, at a Price, for the Accounts and Delivery Period as provided on any effective Confirmation. A Confirmation shall be "effective" for purposes of this Agreement when it has been fully executed by the Parties. Energy shall be provided on a Firm basis. "Firm" means that either Party shall be relieved of its obligations to sell and schedule or purchase and receive without liability only to the extent prevented by Force Majeure (as defined in Section VIII hereof). If no effective Confirmation is in effect, there shall be no obligation to sell and schedule or purchase and receive Energy under this Agreement.
Section II: Term	This Agreement shall commence as of the Effective Date and remain in effect, subject to termination rights provided for herein, until terminated by either Party in a manner that is not inconsistent with an effective Confirmation. Notwithstanding the Effective Date of this Agreement, the obligations to sell and schedule and purchase and receive Energy shall be in accordance with the Delivery Period designated on any effective Confirmation. Notwithstanding anything to the contrary, termination of this Agreement by a Party will in no way affect (a) the obligations of the Parties with respect to effective Confirmations already entered into, which shall survive according to their terms along with all provisions of this Agreement (as they may apply) unless such Confirmations have been terminated pursuant to this Agreement, and (b) shall not relieve the other Party from an obligation under this Agreement to pay money due that was incurred prior to termination (including without limitation Early Termination Damages).
Section III: Changes in Tariff or Law	Seller's charges include tariff charges that are set forth by the applicable utility, transmission provider, Regional Transmission Organization ("RTO") or Independent System Operator ("ISO") (e.g. Midcontinent ISO, New York ISO, PJM Interconnection, or ISO New England, or any successors to such entities having jurisdiction), the Federal Energy Regulatory Commission ("FERC"), and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup, (i) any increase or decrease in such tariff charges or (ii) other increase or decrease in Seller's cost to provide Energy that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Any such addition to or increase in costs shall be Buyer's obligation.
Section IV: Billing and Payment	<p>A. Utility Single Bill Billing If an effective Confirmation indicates that 'Utility Single Bill Billing' will apply, Buyer will be invoiced for Seller's charges and the Utility's delivery charges by the utility(ies) on the invoice(s) Buyer receives from its utility(ies), and such billing and payment shall be subject to the applicable utility rules regarding billing and payment procedures. Notwithstanding the election of 'Utility Single Bill Billing' on any effective Confirmation, any of Seller's charges or credits not invoiced through the utility shall be invoiced or credited, respectively, directly by Seller, in accordance with Section IV(B).</p> <p>B. Seller Billing If an effective Confirmation indicates that 'Seller Billing' will apply, Buyer will be invoiced by Seller for Seller's charges payable by Buyer through the last day of the billing cycle, and Buyer will be invoiced for the Utility's delivery charges by its applicable utility(ies). Seller's invoice may be sent to the address (or facsimile number or e-mail address, as applicable) listed on an effective Regional Rider, Confirmation or otherwise. Seller may invoice Buyer based upon the estimated quantity delivered, which will be adjusted to the actual quantity on a subsequent invoice. Buyer shall make payments according to invoice instructions and shall pay invoices over \$50,000 by wire transfer or ACH. Buyer shall remit the amount due on or before 10 calendar days after the invoice date ("Due Date"). Payments not received by the Due Date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month ("Interest Rate"), provided that such rate does not exceed the maximum rate allowed by law, compounded daily from the Due Date until the same is paid. If Buyer, in good faith, disputes the amount of any invoice, Buyer shall pay such amount as it concedes to be correct by the Due Date and, along with its payment, provide Seller with documentation to support the amount disputed. Upon determination of the correct amount, any amount</p>

owed shall be paid within 15 calendar days of resolution of the dispute with interest at the Interest Rate. All invoices and billings are conclusively presumed final and accurate unless such invoices or billings are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Seller may rebill based on post-period audits or adjustments made by the Authorized Entity. Any and all adjustments under this Section IV(B) shall be paid in full by the owing Party within 30 calendar days after the invoice date for such charges. In the event the owing Party fails to make payment in accordance with this Section IV(B), the owing Party shall also be responsible for all reasonable costs of collection, including attorneys' fees.

C. Seller Single Bill Billing

If an effective Confirmation indicates that 'Seller Single Bill Billing' will apply, then Buyer will be invoiced for Seller's charges and the Utility's delivery charges by Seller on the invoice(s) Buyer receives from Seller, and such billing and payment shall be subject to Section IV(B) above.

D. Taxes

Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. If Seller does not receive a signed certificate(s) of exemption, Seller is required by law to levy sales tax on its invoices to Buyer, and remit the money to the appropriate authority.

Section V: Adequate Assurance

Buyer (i) agrees to provide Seller with required information, including pertinent financial information and other information required for Seller to assess Buyer's financial position, and (ii) authorizes the applicable utility, credit reporting agencies, trade references, and other relevant parties to release data to Seller relating to Buyer's billing, usage, and credit data with such authorization enduring for the term of this Agreement. If Seller concludes in its sole discretion that reasonable grounds for insecurity of Buyer's payment exist, Buyer will provide Adequate Assurance within 3 business days of Seller's request. "Adequate Assurance" means sufficient security in a form, amount, from an issuer, and for a term, all as acceptable to Seller.

Section VI: Default, Remedies and Setoff

A. Events of Default

"Event of Default" means (i) Buyer fails to provide Adequate Assurance to Seller pursuant to Section V; (ii) Buyer fails to pay amounts, not otherwise disputed in good faith, by Due Date; (iii) either Party makes an assignment or any general arrangement for the benefit of creditors; (iv) either Party defaults in any payment obligation to the other Party; (v) either Party defaults in any material payment obligation to any of its creditors; (vi) either Party files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or causes under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (vii) either Party otherwise becomes bankrupt or insolvent (however evidenced); (viii) either Party is unable to pay its debts as they fall due; (ix) either Party terminates this Agreement and/or any effective Confirmation (or service to certain Accounts under a Confirmation) during the Delivery Period of an effective Confirmation for any reason except for a termination resulting from an Event of Default committed by the other Party; (x) Seller fails to sell and schedule for delivery, or Buyer fails to purchase and receive Energy in accordance with any effective Confirmation, and such failure is not otherwise excused due to Force Majeure or the other Party's nonperformance; (xi) any representation or warranty made by a Party herein is false or misleading in any material respect on the Effective Date or at any time during the term of this Agreement; or (xii) either Party fails to perform any material covenant or obligation set forth in this Agreement or any effective Confirmation (except to the extent such failure is excused or constitutes a separate Event of Default).

B. Remedy

With respect to any Delivery Period set forth on an effective Confirmation, if either Party commits an Event of Default (the "Defaulting Party"), then the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to suspend service and/or terminate this Agreement and the applicable Confirmation (or all Confirmations if more than one) and the Defaulting Party shall pay and the Non-Defaulting Party shall be entitled to, as its exclusive remedy, early termination damages arising out of the Event of Default as reasonably calculated by Seller ("Early Termination Damages"). If Seller commits an Event of Default and the price for replacement Energy, including any associated costs reasonably incurred by Buyer in obtaining replacement Energy, is higher than the amount the Buyer would have paid under the applicable Confirmation (including energy, capacity, and other components), then Seller shall pay Buyer Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. If Buyer commits an Event of Default and the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller, is less than the amount that would have been paid under the applicable Confirmation, then Buyer shall pay Seller Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. Unless a fixed quantity appears on the applicable Confirmation, for the purposes of determining the "remaining quantity" in calculating Early Termination Damages, Seller's forecasted quantity for the remaining

portion of the Delivery Period(s) shall be used, with such forecasted quantity being derived by Seller from the Account(s)' historical usage as of the date of the Confirmation). In determining the price at which Seller could re-sell the power, Seller may consider quotations for replacement transactions supplied by one or more third parties and relevant market data supplied by one or more third parties or internal sources, provided that information from internal sources must be of the same type used by Seller in the regular course of its business for the valuation of similar transactions. Seller shall act in good faith and in a commercially reasonable manner when determining the price at which power could have been resold.

The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.

Notwithstanding the election of 'Utility Single Bill Billing' on any effective Confirmation, Seller may invoice Buyer directly for Early Termination Damages owed by Buyer. Payment for Early Termination Damages shall be due within 5 days of the invoice date for said Damages. In the event the owing Party fails to pay Early Termination Damages in accordance with the previous sentence, the owing Party shall be responsible for interest at the Interest Rate (compounded daily from the date such Early Termination Damages are due until the same are paid) and all reasonable costs of collection, including attorneys' fees.

C. Setoff

Without limiting its rights under this Agreement, a Non-Defaulting Party may setoff any and all amounts that the Defaulting Party owes to it (whether under this Agreement, any effective Confirmation or otherwise and whether or not then due) against (i) any or all amounts it owes the Defaulting Party or (ii) any security or other collateral posted by the Defaulting Party for the benefit of the Non-Defaulting Party. This Section VI(C) shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract, or otherwise).

Section VII: Limitations of Liability

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER BUYER NOR SELLER NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HEREWITH, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF SELLER, BUYER OR OTHERS), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Seller has no control or liability for matters within the control of the utility or the ISO/RTO controlled grid, which include maintenance or operation of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section VIII: Force Majeure

A Party shall not be considered to be in default in the performance of its obligations under this Agreement or any effective Confirmation if its ability to perform was prevented by Force Majeure. For purposes of this Agreement and any effective Confirmation, Force Majeure means an event which prevents one Party from performing its obligations hereunder, which event was not (i) within the reasonable control of, or (ii) the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid. Force Majeure shall include, without limitation: a condition resulting in the curtailment or disruption of firm Energy supply or the transmission on the electric transmission and/or distribution system; restraint by court order; any action or non action by, or the inability to obtain necessary authorizations or approvals from any Authorized Entity; or a Force Majeure event experienced by an Authorized Entity. Force Majeure shall not include loss or failure of either Party's markets or supplies. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for Energy supplied by Seller before a Force Majeure event, or during a Force Majeure event, provided any Energy is delivered and received pursuant to the terms of this Agreement and any effective Confirmation. The claiming Party must provide the other Party with written notice of the Force Majeure as soon as practicable, which notice shall contain reasonably full particulars of the Force Majeure, including the estimated duration. Further, if the Force Majeure event extends beyond 30 days, the non-claiming Party may terminate the Confirmations with

	respect to the Account(s) affected by the Force Majeure upon written notice to the other Party.
Section IX: Notices	All notices required pursuant to this Agreement may be sent by facsimile, a nationally recognized overnight courier service, first class mail, certified mail return receipt requested, or hand delivery, in accordance with the information provided in any effective Confirmation or Rider, which information may be updated in writing by a Party from time to time. Notice shall be deemed effective when received, if received on a business day during recipient's normal business hours. If not received on a business day, or if received after normal business hours on a business day, then notice shall be deemed effective as of the next business day. Subject to the foregoing, in the absence of proof of the actual receipt date, the following presumptions will apply: Notices sent by facsimile shall be deemed received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission. Notice by overnight mail or courier shall be deemed received on the next business day after it was sent, or such earlier time as is confirmed by the receiving Party. First class mail is deemed received 5 business days after mailing.
Section X: Representations and Warranties	As of the Effective Date hereof and the date of any effective Confirmation, (a) each Party represents and warrants to the other that (i) it is duly organized and validly existing under the laws of the State of its incorporation/organization, (ii) is qualified to do business and is in good standing in the State where the facility receiving Energy under any Confirmation is located, (iii) it has all requisite power and authority under its organizational instruments and otherwise to execute, deliver, and perform its obligations under this Agreement and any effective Confirmation, (iv) this Agreement and any effective Confirmations have been or will be duly executed and delivered, (v) it has reviewed, understands, and accepts the terms, conditions, and risks of this Agreement and any effective Confirmation, (vi) it has made its own independent decisions to enter this Agreement and any effective Confirmations and its decisions are based on its own judgment and upon advice from advisors as it has deemed necessary, and (vii) each Party represents and warrants that it is entering into this Agreement and any effective Confirmation as principal and not as agent or in any other capacity, fiduciary or otherwise, and (b) Buyer represents and warrants to Seller that (i) it is in compliance with all material terms of its bank and debt covenants (as applicable), (ii) it is not in default under the terms of any material contracts to which it is a party, and (iii) it understands that any corresponding futures hedge referenced by Seller is owned by Seller for Seller's price protection and that no representation has been made by Seller that a position in futures is held by Seller for Buyer's benefit. By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement, any Regional Riders and any Confirmation on behalf of the Party for which it was executed and is authorized to act under any effective Confirmation and for the Account(s) listed thereon.
Section XI: Miscellaneous	If the terms of any effective Confirmation modify, change or otherwise conflict with any provisions of this Agreement, the terms of the Confirmation shall govern. This Agreement and any Confirmation may be executed and delivered in counterparts (including by facsimile transmission or electronic reproduction and transmission), each of which will be deemed an original and all of which constitute one and the same instrument. Title to the Energy shall transfer at the Delivery Point identified on any effective Confirmation. As necessary, Buyer hereby appoints Seller its agent for the purposes of effectuating delivery. There are no third party beneficiaries to the Agreement or any effective Confirmation and none are intended by the Parties. This Agreement and any effective Confirmation shall be binding upon and inure to the benefit of the respective heirs, representatives, successors, and assigns of the Parties hereto, and shall not be assigned or transferred by either Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Buyer and Seller each may assign this Agreement and any effective Confirmation to its parent, affiliate, subsidiary, or successor to all or a material portion of its assets (such as an identifiable market), without the other Party's consent as long as notice is provided and the assigning Party retains liability for the obligations hereunder. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE A FACILITY RECEIVING ENERGY UNDER THE AGREEMENT IS LOCATED WITHOUT REGARD TO THE LAWS OF SUCH STATE REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE, AND FEDERAL LAW, AS APPLICABLE. Any waiver of the requirements or provisions of this Agreement or any effective Confirmation must be in writing in order to be effective. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right hereunder shall not be construed as a waiver of such requirement or provision or a relinquishment of such right. This Agreement, including any effective Confirmations, Amendments and/or Riders, as applicable, constitutes the complete agreement reached between the Parties and shall not be changed unless mutually agreed to in a writing signed by both of the Parties, except as may otherwise be provided herein. All prior agreements, understandings and representations, whether consistent or inconsistent, oral or written, between the Parties are merged into and superseded by this Agreement and any effective Confirmation. The Parties acknowledge and agree that (i) this Agreement and any effective Confirmation constitute a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (ii) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (iii) the rights set forth under

Section VI herein constitute contractual rights "to liquidate, terminate, or accelerate" within the meaning of Section 556 of the Bankruptcy Code and "to terminate, liquidate, accelerate or offset" within the meaning of Section 561 of the Bankruptcy Code, (iv) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, (v) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, (vi) each Party further agrees to waive the right to assert that the other Party is a provider of last resort, (vii) all payments made or to be made by one Party to the other Party under this Agreement with respect to the forward contracts constitute "settlement payments" and/or "margin payments" within the meaning of the Bankruptcy Code, and (viii) amounts transferred as security pursuant to Section V of this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code. Each Party consents to the recording of telephonic conversations with respect to transactions under this Agreement without further notice and agrees to provide its employees notice of such recording that may be required by applicable law, regulation or tariff. In the event of a service outage, downed wire or other electric emergency, Buyer should contact the applicable utility. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Buyer will have no effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Seller to object to those terms, provisions or conditions. The sale of Energy herein is subject to all applicable federal and state laws, orders, rules and regulations and to FERC rules and regulations or successor agency having jurisdiction. Either Party shall have the right to contest any such law, ordinance, order, rule, or regulation. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision or covenant of this Agreement.

Section XII: Regional Requirements

Regional requirements are set forth on the Regional Rider(s), if applicable. If the terms in a Regional Rider modify, change or otherwise conflict with any provisions of this Agreement, the terms of the applicable Regional Rider shall govern.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below. This Agreement is not valid until signed by both Parties.

Seller:	Integrus Energy Services, Inc.	Buyer:	DuPage Water Commission
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



Current Pricing

Contact Information: Scott Slobodecki

Phone: (312) 681-1882

Fax: (312) 681-1993

E-Mail:

Proposal Date: 11/7/2013

Customer and Facility Information

Customer: DuPage Water Commission

Utility: COMED (1)

Accounts by Rate Class: 1000 - 10000 kW (1)

Account and Product Information

Product(A): Fixed Energy Full Requirements

Aggregate Capacity Peak Load Contribution: 1,118.73485 kW

Aggregate Network Peak Load Contribution: 3,084.33160 kW

Aggregate Peak Load (B): 7,609 kW

Estimated Usage in Delivery Period: 52,533,601 kWh

First Bill Cycle in Aggregate: 2

Estimated First DASR Date: 3/13/2014

Estimated Delivery Period: 04/03/2014 through 04/02/2016

Selected Billing Option: Single Bill (SBO)

Invoice Format: Detailed

	\$/kWh	\$/kWh	\$/kWh	\$/kWh	Notes
	SummerPk (C)	Non-SummerPk (C)	Summer OffPk (C)	Non-Summer OffPk (C)	
Energy Only	0.03174	0.03174	0.03174	0.03174	
Losses (D)	0.00214	0.00214	0.00214	0.00214	
Capacity (E)	0.00227	0.00227	0.00227	0.00227	
Ancillary Services (F)	0.00213	0.00213	0.00213	0.00213	
Transmission Service (G)	0.00256	0.00256	0.00256	0.00256	
RPS Compliance Charge (H)	0.00136	0.00136	0.00136	0.00136	
Total Pricing	0.04220	0.04220	0.04220	0.04220	

(A) Non-interval metered usage shall be allocated into On- and Off-Peak hourly periods based on the applicable utility's class average data.

(B) Maximum aggregate billing demand of the last 12 months of historical/estimated usage.

(C) Fixed energy rate/kWh applied to hours as defined by ComEd.

(D) Weighted average Distribution Losses as defined by the utility at the time of pricing. The RPS Compliance Charge is not adjusted for distribution losses and is applied against the metered usage.

(F) Option 2: Fixed per kWh rate, applied against billing cycle usage.

(G) Option 1: Variable per kWh rate reasonably calculated by Seller to reflect its cost to serve transmission service to the Account for the billing cycle, applied against billing cycle usage.


While the Fixed Rate may be bundled for the convenience of the customer, the Fixed Rate may change in accordance with the particular options selected. See the applicable footnotes.

The pricing herein is based on the market conditions when prepared and subject to change without notice. The information herein is not a binding offer, is intended for discussion purposes only and does not include all of the terms for the related transaction. The transaction described herein is subject to further review and approval of Integrys and Customer, as evidenced by the execution of a written agreement signed by both parties. While this analysis is an estimate based upon information collected from sources believed to be reliable and correct, Integrys did not verify the data and makes no representation or warranty, express or implied, with respect to the accuracy of the information collected or the estimate provided.

Savings are not guaranteed, as actual results will vary based on actual usage, utility charges, tax rates, and regulations, and other factors not considered. Customer acknowledges that the information herein is confidential and provided to Customer on the condition that it limits distribution of the information to those employees that have a need to know and not share the information with non-employees without first receiving the express written consent of Integrys. Customer agrees that if it is unable to afford this information confidential treatment that it will provide Integrys the opportunity to withdraw this information and, if Integrys indicates withdrawal, Customer shall delete all copies without distributing it.

DATE: November 11, 2013

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with AECOM Technical Services, Inc. Resolution No. R-32-13	APPROVAL	
Account No.: 01-60-6280			
<p>The Commission has received various requests for emergency interconnections to the Commission's 90" and 72" supply lines. In order to appropriately evaluate these requests the Commission is seeking assistance in completing a capacity and threat & vulnerability study to determine the feasibility of allowing these interconnections.</p> <p>The Commission solicited proposals from five (5) of the pre-approved Engineering firms that entered into a Master Agreement with the Commission. The proposal submitted by AECOM Technical Services, Inc. was the most favorable to the Commission's request.</p> <p>Task Order No. 1: Capacity and Threat / Vulnerability Study Approval of this Task Order would authorize AECOM Technical Services, Inc to provide the following services:</p> <ul style="list-style-type: none">A. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios.B. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios with the additional demand of all communities that the Commission's supply lines pass through.C. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines.D. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines with the additional connections of all communities that the Commission's supply lines pass through.E. Perform a water rate analysis to determine the costs associated with providing water on an emergency connection basis for each community that the Commission's supply lines pass through. <p>The estimated costs of this Task Order is \$29,800.00.</p>			
MOTION: To adopt Resolution No. R-32-13.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-32-13

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES INC. AT THE
NOVEMBER 21, 2013, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with AECOM Technical Services, Inc. (the "Consultant") to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

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

Resolution No. R-32-13

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2013.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract for Professional Engineering Services Owner and Consultant agree as follows:

1. **Project:**

The Commission has received various requests for emergency interconnections to the Commission's 90" and 72" supply lines. In order to appropriately evaluate these requests the Commission is seeking assistance in completing a capacity and threat & vulnerability study to determine the feasibility of allowing these interconnections.

2. **Services of Consultant:**

- A. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios.
- B. Evaluate the capacity of the Commission's 90" and 72" supply lines for current and future demand scenarios with the additional demand of all communities that the Commission's supply lines pass through.
- C. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines.
- D. Perform a threat and vulnerability study on the Commission's 90" and 72" supply lines with the additional connections of all communities that the Commission's supply lines pass through.
- E. Perform a water rate analysis to determine the costs associated with providing water on an emergency connection basis for each community that the Commission's supply lines pass through.

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

None

4. **Commencement Date:**

November 22, 2013

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

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

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

9. **Payments:**

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

A-1 Consultant personnel billing rates.

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

The Effective Date of this Task Order is November 22, 2013.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

Consultant

By: _____
Name: _____
Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:
Title:
Address:
E-mail Address:
Phone:
Fax: