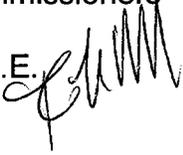




# DuPage Water Commission

## MEMORANDUM

TO: Chairman and Commissioners

FROM: Robert L. Martin, P.E.   
General Manager

DATE: October 12, 2004

SUBJECT: Supplemental Board Meeting Information

Attached is the following supplemental information for the October 14, 2004 Commission meeting:

1. Revised Agenda
2. Purchase Order No. 8428 (formerly P.O. No. 8437)
3. Proposal of Insurance
4. Revised Resolution No. R-64-04



# 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 OCTOBER 2004 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 10:00 A.M. ON THURSDAY, OCTOBER 14, 2004, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED OCTOBER 2004 REGULAR MEETING IS AS FOLLOWS:**

## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, OCTOBER 14, 2004  
10:00 A.M.**

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

**I. Roll Call**

(Majority of the Commissioners then in office—minimum 7)

**II. Public Comments**

**III. Approval of Minutes**

**A. Regular Meeting of September 9, 2004**

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

**RECOMMENDED MOTION: To approve the Minutes of the September 9, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).**

**B. Executive Session Minutes of September 9, 2004**

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

**RECOMMENDED MOTION: To approve the Executive Session Minutes of the September 9, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).**

**IV. Treasurer's Report – September 2004**

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

**RECOMMENDED MOTION: To accept the September 2004 Treasurer's Report (Voice Vote).**

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.

## V. Committee Reports

## A. Administration Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 10/14/04 Administration Committee Agenda

## B. Engineering &amp; Construction Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 10/14/04 Engineering & Construction Committee Agenda

## C. Finance Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 10/14/04 Finance Committee Agenda

- Insurance Renewals

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

**RECOMMENDED MOTION: To purchase property and liability insurance coverage in accordance with the October 7, 2004, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., for a total premium of \$700,605 (Roll Call).**

- Fixed Asset Consulting Services

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

**RECOMMENDED MOTION: To accept the October 6, 2004, Fixed Asset Consulting Services Proposal prepared by Government Fixed Asset Services, Inc., for a cost not-to-exceed \$9,000.00 (Roll Call).**

## VI. Chairman's Report

## VII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-57-04: A Resolution Establishing the Mission Statement for the DuPage Water Commission

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

- B. Resolution No. R-58-04: A Resolution Releasing Certain C-Factor Executive Session Meeting Minutes

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

C. Resolution No. R-59-04: A Resolution Supporting Existing Withdrawal Language in the Proposed Annex 2001 Regulations.

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

D. Resolution No. R-61-04: A Resolution Approving and Authorizing the Execution of the City of Chicago Intergovernmental Agreement for the Donation of Certain Equipment

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

E. Resolution No. R-64-04: A Resolution Approving and Authorizing the Execution of a Site Improvement Agreement between the DuPage Water Commission and Kinander Enterprises, LLC Regarding Driveway, Drainage, and Other Improvements for Tank Site No. 1 and Adjoining Property

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

**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).**

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

A. Resolution No. R-54-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the October 14, 2004, 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-55-04: A Resolution Approving and Authorizing the Execution of the Tyler Technologies, Inc.—Incode Division (Interactive Computer Designs, Inc.) System Agreement for Financial Application Software and Associated Services

(Concurrence of a Majority of the Appointed Commissioners—7—or 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5, whichever is greater)

C. Resolution No. R-56-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation—Plainfield Road

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

D. Resolution No. R-60-04: A Resolution Approving a First Amendment to Task Order No. 20 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.

(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)

- E. Resolution No. R-63-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the October 14, 2004, 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).**

IX. Old Business

- A. Summary of Action Taken Since Previous Meeting  
B. Contract TW-3

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

**RECOMMENDED MOTION: To terminate the design and plan for the Contract TW-3 capital improvement project (Voice Vote).**

X. New Business

- A. Ordinance No. O-18-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation)

(TO SUSPEND FIRST READING: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(TO ADOPT: 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 suspend the first reading requirements of the Commission's By-Laws and adopt Ordinance No. O-18-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation) (Roll Call).**

- B. Purchase Order No. 8428 (designing, furnishing, and installing an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility)

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

**RECOMMENDED MOTION: To approve Purchase Order No. 8428 in the amount of \$41,439.00 to U.S. Filter Control Systems, Inc. (Roll Call).**

XI. Accounts Payable

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

**RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$5,908,929.40 subject to submission of all contractually required documentation (Roll Call).**

XII. Public Comments

XIII. Executive Session

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

**RECOMMENDED MOTION: To go into Executive Session to discuss pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).**

**RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).**

XIV. Contract TIB-1/03

- A. Resolution No. R-62-04: A Resolution Approving Change Order No. 7 to Contract TIB-1/03 at the October 14, 2004, 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 Resolution No. R-62-04: A Resolution Approving Change Order No. 7 to Contract TIB-1/03 at the October 14, 2004, DuPage Water Commission Meeting (Roll Call).**

- B. Utility Relocation Expenses

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

**RECOMMENDED MOTION: To approve a Cash Deposit in the amount of \$XXXXXXX under an Interim Agreement with BP Pipelines (North America) Inc. approved pursuant to Resolution No. R-11-04 (Roll Call).**

XV. Adjournment

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

DATE: October 12, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	New Business	<b>ORIGINATING DEPARTMENT</b>	Instrumentation and Remote Facilities																		
<b>ITEM</b>	Purchase Order No. 8428	<b>APPROVAL</b>	<i>ful</i>																		
Account Number: WF-6623																					
<p>Attached is Purchase Order No. 8428 to U.S. Filter Control Systems, Inc. in the amount of \$41,439.00. This purchase order authorizes the design, furnishing, and installation of an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility. Of the eight proposals received (see tabulation below), U.S. Filter Control Systems, Inc.'s Contract/Proposal dated October 11, 2004, was the most favorable to the interests of the Commission.</p>																					
<table><thead><tr><th>BIDDER</th><th>PROPOSED PRICE</th></tr></thead><tbody><tr><td>U.S. Filter Control Systems, Inc.</td><td>\$41,439.00</td></tr><tr><td>B&amp;W Controls Systems Integration, LLC</td><td>\$45,370.00</td></tr><tr><td>CDC Enterprises, Inc.</td><td>\$59,301.00</td></tr><tr><td>The FLOLO Corporation</td><td>\$59,454.56</td></tr><tr><td>Farnsworth Group, Inc.</td><td>\$64,480.00</td></tr><tr><td>Wunderlich – Malec</td><td>\$64,781.00</td></tr><tr><td>JM Process Systems, Inc.</td><td>\$85,000.00</td></tr><tr><td>SCADAware, Inc.</td><td>\$95,675.00</td></tr></tbody></table>				BIDDER	PROPOSED PRICE	U.S. Filter Control Systems, Inc.	\$41,439.00	B&W Controls Systems Integration, LLC	\$45,370.00	CDC Enterprises, Inc.	\$59,301.00	The FLOLO Corporation	\$59,454.56	Farnsworth Group, Inc.	\$64,480.00	Wunderlich – Malec	\$64,781.00	JM Process Systems, Inc.	\$85,000.00	SCADAware, Inc.	\$95,675.00
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<b>MOTION:</b> To approve Purchase Order No. 8428 in the amount of \$41,439.00 to U.S. Filter Control Systems, Inc.																					



DuPAGE WATER COMMISSION  
CONTRACT/PROPOSAL FOR THE

UPGRADED METER TEST BENCH PLC AND AUTOMATED REPORT GENERATION OPERATION

Full Name of Bidder USFilter Control Systems ("Bidder")  
Principal Office Address 1239 Willow Lake Blvd. Vadnais Heights, MN 55110  
Local Office Address 510 N. Lake Street, Mundelein, IL 60060  
Contact Person Kevin Forsman Telephone Number 847-949-8004 x4034

TO: DuPage Water Commission ("Owner")  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: John Schori  
Instrumentation Supervisor

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

consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. Work Proposal

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

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal. Whenever any equipment, materials or supplies are specified or described in this Contract/Proposal by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for designing, furnishing, and installing an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at Owner's Meter Shop facility located at 600 East Butterfield Road, Elmhurst, Illinois (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner,

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

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

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

A. SCHEDULE OF PRICES

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

TOTAL CONTRACT PRICE (in writing):  
\$41,439 Dollars and 00 Cents

TOTAL CONTRACT PRICE (in figures):  
Forty one thousand four hundred thirty nine Dollars and 00 Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

20%	Upon Approval of Spec. §1.2 Submittals
40%	Upon Shipment to Work Site, Assembly and Completion of Initial Installation
40%	Upon Final Acceptance

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal

provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than 90 days following the Commencement Date.

4. Financial Assurance

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000/accident-injury  
\$500,000/ employee-disease  
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

- Premises Operations
- Products/Completed Operations

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

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

#### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

#### 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

#### 6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in the performance standards set forth in Subsection 1B of this Contract/Proposal or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall

be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract/Proposal); any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

#### 7. Acknowledgements

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

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

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

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

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

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

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

warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

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

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

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

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 11<sup>th</sup> day of October, 2004.

Bidder's Status: ( ) DE Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: US Filter Control Systems

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: KEVIN FORSMAN  
(if corporation)

Title/Position: BRANCH MANAGER

Bidder's Business Address: 510 N. Lake Street

Mundelein, IL 60060

Bidder's Business Telephone: 847-949-8004 x4034 Facsimile: 847-949-8052

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

NAME	TITLE	ADDRESS
RANDY ROSETH	VP/General Manager	1239 Willow Lake Blvd. Vadnais Heights, MN 55110

## SECTION 13000

### SYSTEM DESCRIPTION

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. Section Includes:

1. The DuPage Water Commission (DWC or Owner) would like to upgrade and improve their current meter test bench facility from its existing outdated PLC and manual report generation to a currently supported PLC and an automated report generation operation. This Section includes a description of the requirements for this Contract/Proposal.

B. Related Sections:

1. Input/Output (I/O) Point List.
2. DuPage Water Commission Meter Test Certification Spreadsheet.

##### 1.2 SUBMITTALS

A. Shop Drawings:

1. Complete and detailed system schematic drawings showing all components and electrical point to point connections of each system together with a description of the operation of the system and equipment.
2. Instrumentation equipment specifications, outlined dimension drawings, and wiring and piping diagrams for each item of equipment. Duplicate equipment may be covered by one set of literature.
3. The submittal shall be organized in a logical manner and have a schematic diagram for each system.

B. Product Data:

1. Provide data for each piece of equipment provided.
2. Dimensioned outline drawing.
3. Wiring diagram and connection requirements.
4. Include manufacturer's catalog information showing dimensions and configurations.

C. Manufacturer's Installation Instructions

1. Indicate application conditions and limitations of use stipulated by product testing agency specified under regulatory requirements.
2. Include instructions for storage, handling, protection, examination, preparation, operation and installation of product.

D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements, include certificate of accuracy.

##### 1.3 CLOSEOUT SUBMITTALS

A. Manufacturer's field reports.

B. Project Record Documents: Accurately record actual installed equipment.

C. Operation Data: Include description of system operation, adjusting and testing required.

D. Maintenance Data: Identify system maintenance requirements, servicing cycles, lubrication types required and local spare part sources. Include instructions for testing and cleaning cable and accessories. List of spare parts provided.

## E. Instruction Manuals

1. Provide three sets of complete operation and maintenance manuals.
2. Complete descriptive literature for each piece of equipment, including a list and description of all parts of each piece of equipment.
3. Data sheets containing information relative to metering range, indicator or chart range, electrical requirements, system function, and shop drawing data.
4. Process flow diagrams showing location of instrumentation equipment, function of each piece, and description of use of equipment as applied to this Project.

## PART 2 PRODUCTS

## 2.1 PROGRAMMABLE LOGIC CONTROLLER (PLC)

## A. Manufacturers

1. Allen Bradley CompactLogix

## B. Software, RTU Controllers, I/O Rack, and I/O

1. Software: Provide a licensed copy of RS Logic 5000 programming software.

## C. Controller

1. The main processor, an Allen Bradley CompactLogix 1769-L30 CPU, designed to manage host communications and program control.
2. It shall offer 256 kB RAM and, a real-time clock module.
3. The processor shall allow remote communications between the main processor and the third party serial devices via a standard RS-232/485 (2 or 4-wire) serial connections speeds of 20 kHz.
4. The processor shall have 2 RS-232 ports supporting full- and half-duplex protocols, DH 485, Modbus RTU and ASCII protocols.
5. The processor shall be programmed by Allen Bradley's window based programming RSLogix 5000.

## D. I/O

1. I/O capacity shall be capable of adding up to sixteen I/O modules (1769 series).
2. Modules shall be capable of being added directly to the base unit, or up to a meter away by using an expansion cable and power supply.
3. Digital Input Modules
  - a. Digital inputs shall provide 8 individually isolated inputs and optical isolation between digital and field circuits.
  - b. LEDs to indicate the status of each I/O point.
  - c. Wiring terminals with self-lifting pressure plates to secure two #14 AWG wires.
  - d. Modules shall be Allen Bradley 1769-IA81.
4. Digital Output Modules
  - a. Digital outputs shall provide 8 individually isolated outputs and optical isolation between digital and field circuits.
  - b. LEDs to indicate the status of each I/O point.
  - c. Continuous current rating per point of 2.5 A ac and continuous current rating per module of 16 A ac.
  - d. Modules shall be Allen Bradley 1769-OW81.
5. Analog Input Modules
  - a. Four input channels per module.
  - b. Modules shall include complete electrical channel-to-channel isolation for analog channels and offer 15 bit signed resolution and operate on +/-20 ma or +/- 10VDC.
  - c. The modules shall be Allen Bradley 1769-IF4.
6. Analog Output Modules
  - a. Two output channels per module.

- b. Modules shall include complete electrical channel-to-channel isolation and offer 12 bit signed resolution and be capable of running 4-20 ma, +/- 10VDC or 0-10 VDC.
- c. The modules shall be Allen Bradley 1769-OF2.

E. Power Supplies

- 1. Manufacturer:
  - a. Allen Bradley Model 1769
- 2. All power supplies, in local and remote chassis, shall be mounted on side of chassis.
- 3. Choose the power supplies to meet the current requirement based on the maximum draw of the modules plus 10 percent spare.
- 4. The modules shall include processors, all input/output modules, specialty modules and spare requirements.

F. Features:

- 1. Line Voltage rating of 85 to 265 Volts ac, 47 to 63 Hz.
- 2. Automatically shut down the Programmable Controller system whenever its output power is detected as exceeding 125 percent of its rated power.
- 3. Provide surge protection, isolation, and outage carry-over up to 2 cycles of the AC line.
- 4. Provide a failsafe fuse that is not accessible by the customer.
- 5. Green LED indicator that is ON during normal operation.
- 6. Accept 14 AWG (single wire only) per terminal maximum.

G. Communication Interfaces

- 1. DH-485 Network
  - a. Provide quantity of Allen Bradley 1761-NET-AIC Interface modules to provide DH-485 network access. The module shall be compatible with existing SLC DH-485 networks that use 1747-AICs.
  - b. The module shall have the following features.
    - 1) (2) isolated RS-232 connections (9-pin and 8-pin DIN)
    - 2) (1) RS-485 6-pin Phoenix connection
    - 3) Auto baud rate capability
    - 4) Diagnostic LEDs for network activity
- 2. RS-232 Network
  - a. Provide and configure a modem through the RS-232 port on the processor to handle SCADA communications.
  - b. Support baud rates between 300 and 38.4k
  - c. Support RTS/CTS/DCD hardware handshake signals.
  - d. Provide dial-out capability.
- 3. DeviceNet Network
  - a. Provide a 1769-SDN DeviceNet Adapter module to communicate with DeviceNet devices.
  - b. The module shall be of the same form factor as the I/O modules.
  - c. The module shall have the following features.
    - 1) The module shall allow for program upload/download and control program monitoring over the DeviceNet network.
    - 2) The module shall be capable of owning up to 180 input and 180 output words of data from up to 63 network slave devices. The module shall fully support change of state (COS), cyclic, polled or strobed services.
    - 3) The module shall be capable of simultaneously operating as a master and a slave device on the DeviceNet network. The module shall allow another master to own up to 32 input and 32 output words of data within the module.
    - 4) The module shall allow the control program to initiate or receive standard messages on the DeviceNet network. Compatible devices shall include other controllers using the 1769-SDN or 1761-NET-DNI communication interfaces.
    - 5) The module shall allow the control program to easily send native DeviceNet get/set messages to any DeviceNet product on the network.

- 6) Provide network access via notebook computer with 1784-PCABL interface and RSNetwork software.
- 7) The module shall have the following indicators.
  - a) Module Status – Red/Green
  - b) Network Status – Red/Green
  - c) I/O Status via 7-segment display
  - d) Diagnostic Status via 7-segment display
- 4. Ethernet Network
  - a. Provide a 1761 NET-ENI Interface module to provide Ethernet/IP connectivity.
  - b. The module shall have the following features.
    - 1) Provide upload/download of user programs over Ethernet.
    - 2) Provide peer-to-peer communications with other Rockwell Automation Ethernet controllers.
    - 3) Provide E-Mail communications via ASCII string.
    - 4) 10 Base-T (RJ485) port with 10Mbps network speed.
    - 5) Embedded LEDs for link and transmit/receive status.

## 2.2 PLC CONTROL CABINET

- A. Manufacturers
  - 1. Hoffman Engineering Company.
  - 2. Hennessey.
- B. Enclosures: NEMA 4, Underwriters Laboratory, Inc. approved.
- C. Enclosure size: 30 inches wide by 24 inches deep by 72 inches high to replace the existing pad mounted enclosure.
- D. Material: Exterior enclosure, door, shelves and components enclosure shall be fabricated of galvanized steel with manufacturer's standard enamel.
- E. Doors: Galvanized steel with manufacturer's standard enamel, pan type construction with full length galvanized steel piano hinge. Exterior door shall be equipped with locking pistol grip handles and three point latching mechanism. Doors to be equipped with neoprene gaskets.
- F. Cabinet Light: Provide switched fluorescent cabinet light with low temperature ballast and wet location label.
- G. Receptacle: Provide one GFCI type receptacle in the enclosure.
- H. Space Heater: Strip type space heater in each section with individual thermostats. Heater to be rated minimum 500 watts at 120 volts.
- I. Provide on-line uninterruptible power supply in PLC enclosure rated to back up all equipment in the PLC enclosure for 15 minutes in the event of a power failure or power quality variations.
- J. Terminal Blocks
  - 1. Manufacturers:
    - a. Phoenix Contact.
    - b. Weidmuller.
    - c. Entrelec Inc.
  - 2. Terminal Blocks: ANSI/NEMA ICS 4.
  - 3. Power Terminals: Unit construction type with closed back and tubular pressure screw connectors, rate 600 volts.

4. Signal and Control Terminals: Modular construction type, suitable for channel mounting, with tubular pressure screw connectors, rated 300 volts.
5. Furnish intrinsically safe barriers for signal and control conductors going to explosion proof areas.
6. Furnish ground bus terminal block, with each connector bonded to enclosure.

K. Plastic Raceway

1. Manufacturers:
  - a. Carlon Electrical Products.
  - b. Hoffman Engineering Co.
  - c. Tyton Corporation.
2. Product Description: Plastic open slot wiring duct.
  - a. Rigid vinyl (PVC) bodies.
  - b. Smooth edges with side holes opposite each other.
  - c. Hi-impact rigid vinyl snap-on covers.

### 2.3 PERSONAL COMPUTER OPERATOR INTERFACE

A. Manufacturers:

1. Dell.
2. Compaq Desktop.
3. Hewlett-Packard Company.

B. Components

1. Operator Interface Personal Computer:
  - a. IBM compatible desktop personal computer.
  - b. Processor: Intel Pentium 4, 3.6 GHz.
  - c. RD RAM: 2 GB
  - d. Hard Disk Capacity: 120 GB.
  - e. Drives: CD-ROM, DVD-ROM, DVD+RW
  - f. Communication Ports: PCI Ethernet NIC
  - g. Keyboard: Enhanced keyboard with typewriter – type keyboard, numerical keypad, and 12 programmable function keys (minimum).
  - h. Mouse: Three pushbutton mouse with deskpad.
  - i. Other hardware as required for system operation.
2. Monitor:
  - a. Size: 19 inch LCD flat panel.
  - b. Type: TFT, active Matrix SXGALCD, 0.294 mm pixel pitch minimum.
3. Provide three year warranty.
4. Provide this computer or the best available at the time of installation.
5. Function: Operator Interface (OI) shall be connected to a LAN. The network shall provide real-time data transfer between application programs in different OI's without requiring a file server.
6. Data backup
  - a. The OI shall be connected to DWC's administrative LAN and all data stored on DWC's file server for regular nightly tape backup.
7. Capabilities: The OI shall allow the operator to perform the following functions.
  - a. Examination of process parameters
  - b. Control process parameters
  - c. Alert operator to alarms
  - d. Display alarm summary
  - e. Present real-time historical process information in graphical and tabular form.
  - f. Journaling.
  - g. Report generation.
  - h. System configuration.
8. Software.
  - a. Microsoft Windows XP Professional
  - b. Operator Interface Software

- 1) RS View
- 2) Intellution
- 3) Wonderware
- c. Flow Meter Inventory Database (software to be determined by Contractor/Bidder).
- d. Wireless input terminal and scanner input software (as required).

## 2.4 WIRELESS INPUT TERMINAL AND SCANNER

### A. Manufacturers

1. Worth Data USA 701 RF Terminal
2. Barcode Dynamics PDT 3100

### B. Scanner

1. Integrated laser RF terminal with powerful, high quality built in laser scanner.
2. Terminal shall have full numeric keypad for data entry.
3. Battery powered scanner (rechargeable or alkaline), 3 AA batteries.
4. Bar Codes Supported: Code 39, UPC/EAN (including supplements), Codabar, Interleaved 20F5, Code 128, Standard 2 of 5, Code 43, MSI/Plessey, TriOptic Code 39 (Storage Tek). Full ASC II Code 39 and EAN to ISBN Format.
5. From 0-15 characters to be transmitted in front or at end of each barcode read.
6. Provide all necessary software and programming to incorporate scanner and data input into system.

### C. Wireless Terminal Base

1. 600-38,400 band rate host to base communication.
2. Spread spectrum frequency-hopping, 902 MHz range.
3. 10 frequency hopping channels.
4. Power Supply: F10 5V.
5. Provide cables in order to connect to personal computer.

### D. Metal Bar Code Labels

1. Manufacturers
  - a. Infosight Corp.
2. 1" x 3", four tags with stainless tag and foam adhesive that conforms and adheres aggressively to rough surfaces such as castings.
3. Industrial bar code tags.
4. The label shall be heat resistant, water resistant, light resistant, scuff resistant, smudge resistant, and stain resistant.
5. The label shall be designed for rough handling, repeated usage, outdoor usage, and challenging environments.
6. Label sizes shall be provided to meet the project requirements.
7. Provide a minimum 1000 preprinted labels.

## 2.5 GENERAL REQUIREMENTS

- A. The complete installation, including design, equipment and material shall comply with all local, state and federal laws and ordinances in effect, OSHA regulations, National Electric Code, National Electrical Safety Code, the applicable standards of ANSI, ASTM, IEEE, ICEA, ISA, NEMA and NFPA, and the rules, regulations and special requirements, if any, of the local electrical and telephone utilities.
- B. All material and equipment shall be products of well-established and reputable manufacturers, shall be new, of the highest quality, be designed and guaranteed to perform the service required. Material and equipment with UL labels shall be furnished if such labels are available for the type of material and equipment. Unless otherwise indicated, all electrical installations shall meet NEMA 4X classification.

- C. The installation shall be such that its components will function together as workable systems. It shall be complete, with all accessories necessary for its operation, and shall be left with all equipment properly adjusted and in working order.
- D. The Work shall be executed in conformity with the best practices and so as to contribute to efficiency of operation, minimum maintenance, accessibility and appearance.
- E. It is the intention of these Specifications to provide a complete workable system and any items omitted therefrom, which are clearly necessary for the completion of the Work or its appurtenances, shall be considered a portion of this Work. Should it become necessary, the Contractor/Bidder shall modify the design to comply with the National Electrical Code and/or local codes at no extra cost to the Owner.

## 2.6 METAL CONDUIT

- A. Manufacturers
  - 1. Allied Tube and Conduit.
  - 2. Triangle PWC, Inc.
- B. Rigid Steel Conduit:
  - 1. Conforming to ANSI C80.1, FS WW-C-581 and UL 6.
  - 2. Heavy wall full mild steel.
  - 3. Threaded connections, hot dipped or electro galvanized after cutting.
  - 4. Outside surfaces, including threads and couplings, to be hot dipped or electro galvanized or sherardized, conform to UL 514-B.
- C. Couplings, Fittings and Conduit Bodies: ANSI/NEMA FB 1; threaded, rigid steel fittings conforming to UL 6
- D. Couplings, Fittings and Conduit Bodies for Rigid Aluminum Conduit: ANSI/NEMA FB 1; threaded, material to match conduit.
- E. Finished rigid metal conduit to have a label affixed indicating compliance with UL Standard No. 6.
- F. Boxes
  - 1. ANSI/NFPA 70 as a minimum, larger where required.
  - 2. Galvanized cast metal with cover of same material sized as required.

## 2.7 BUILDING WIRE

- A. Manufacturers:
  - 1. Triangle PWC, Inc. Triangle PWC, Inc.; North Brunswick, NJ.
  - 2. Rome Cable Company.
- B. Product Description: Single conductor, Class B strand, insulated wires.
- C. Conductor: Copper.
- D. Insulation Voltage Rating: 600 volts.
- E. Insulation: ANSI/NFPA 70
  - 1. Type RHH-RHW-USE, and with either heat and moisture resistant ethylene propylene rubber insulation and neoprene jackets overall, or with cross-linked polyethylene insulation for feeders and branch circuits size No. 4 and larger.
  - 2. Type XHHW with heat and moisture resistant thermoplastic insulation, THW or THWN, or cross-linked polyethylene insulation, for feeders and branch circuits smaller than No. 4.

## 2.8 CONTROL WIRE

- A. 14 gauge stranded.

## 2.9 SIGNAL CABLE

### A. Manufacturers:

1. General Cable, Model No. E8102.
2. Belden, Electric Wire and Cable, Model No. 8719.

### B. Above ground, indoor, 2/C and 3/C signal cable.

1. Description: Multi-Conductor cable, shielded.
2. Conductors: Tinned copper with 7-strand concentric Class B stranding, not smaller than 16 AWG.
3. Number of Conductors: 2 or 3 as shown on Plans.
4. Insulation: Each conductor, color coded, nominal 15 mil, pvc or polyethylene insulation, overall PVC jacket, all with thickness of 0.03 inches.
5. Shield: Overall shield of aluminum mylar or aluminum-polyester foil.
6. Drain Wire: No. 16 bare, stranded tinned copper.
7. Conductors to be twisted with the lay of the twist 2 inches.
8. Outer jackets of pvc or polyethylene with a nominal thickness of 20 mils.
9. Temperature: 60 degrees C.
10. Voltage: 600 V.

### C. Above ground, indoor, multi-pair signal cable

1. Description: Multi-Conductor cable, individual shield and overall shielded.
2. Conductors: Stranded tinned copper, not smaller than 20 AWG.
3. Number of Conductors: 4 through 25, paired.
4. Insulation: Color coded high density polyethylene.
5. Shield: Paired cables, aluminum – polyester foil shield with tinned copper drain wire, and, an overall shield of aluminum polyester foil.
6. Braid: 65 percent tinned copper.

## PART 3 PROJECT DESCRIPTION

### 3.1 EXISTING METER TESTING FACILITY

- A. The existing Meter Testing Facility is supplied by a 10" line connected to the DuPage Pump Station east discharge main (Northwest Transmission main). The meter testing facility supply line is connected to the meter test benches and the 84" reservoir supply main (from the Lexington Pump Station) through a three-way pneumatically operated plug valve. The water pressure to the testing facility is reduced from system discharge pressure to a constant level for test purposes (not less than minimum of 20 psi) by using a pressure reducing and sustaining valve.
- B. Test water flows through the meters placed in the test benches to a 5,700-gallon test tank. Load cells connected to each of the four legs of the test tank measure the volume of water held in the test tank. The output from the load cells is displayed in weight in pounds. The load cells and display are calibrated semi-annually.
- C. Control of the test bench is handled through a programmable logic controller (PLC). Testing is also performed simultaneously with the electronic output of the register assembly. The test bench meter settings meet the criteria for installation providing the manufacturers minimum distance requirements between fittings. All meters are tested with strainers.

- D. Although there is a PLC present at the testing facility, it is prone to failure and parts are getting harder to come by to service it.
- E. Meters are calibrated to meet the contractual limits of 98% to 102% accuracy. As a guideline, the AWWA recommended minimum and maximum test flow rates for each meter are utilized in calibrating. Additional test rates of flow, notably AWWA recommended mid point, are used to formulate a performance curve for each individual meter. Should the tested accuracy exceed the contractual limit, the meter calibration vane is adjusted and the meter is re-tested. Should the meter fail to meet the accuracy requirement after reaching the limits of allowable adjustment then the meter is repaired and recalibrated. The recalibrated meter will then be installed at another meter station and the witness testing and calibration cycle begins again.
- F. Typically a single flow meter will be tested at five different flows during each test cycle, in order to ensure that it is fully calibrated over its flow range.
- G. All data for individual meter reports are manually calculated and entered.

### 3.2 PROPOSED METER TESTING FACILITY

- A. The proposed Meter Testing Facility shall be PLC based in conjunction with a personal computer operator interface. The PLC shall be responsible for performing some of the control and monitoring functions of the system and the personal computer shall be responsible for displaying the operator interface software and report generating. See attached input/output (I/O) point list.
- B. The system shall allow the operator to perform the meter test and view the system parameters from the operator interface. Many of the test inputs shall be operator selectable inputs to allow each test to be configured to meet various flow meters and flow ranges.
- C. The system shall be capable of being connected with the existing DWC LAN at the site. DWC will be responsible for making the connection.
- D. Electrical Wiring
  - 1. The Contractor/Bidder shall be responsible for providing and installing all the new wiring and conduit. See I/O list for schedule of wiring and conduit. Distances between field devices and the PLC do not exceed 50 feet, for any signal device.
  - 2. Power for the PLC control cabinet and new field devices shall be installed from existing Panel LP-H located near the meter test facility. Provide 2 #12 – ¾" conduit from the panel to each load.
  - 3. Contractor/Bidder shall wire power to hoist rail system from Panel LP-H. Provide 2 #12 – ¾" conduit from the panel to the hoist controller.
- E. Test Bench Overview
  - 1. A motor operated water supply plug valve is located in the 10" supply line in order to isolate the flow. The operation of this valve is a manual decision and is usually performed at the beginning and end of a test day.
  - 2. Following the water supply plug valve is a 3-way pneumatically operated plug valve.
  - 3. Following the 3-way pneumatically operated plug valve, the 10" line is split into three test benches. The first test bench is capable of testing five 10" flow meters in series, the second test bench is capable of testing five 6" flow meters in series, and the third test bench is capable of testing five 8" flow meters in series.
  - 4. In the test benches, following the flow meters, two manual flow control valves and magnetic flow meters are installed. One valve and magnetic flow meter are dedicated to the 8" bench and the others are dedicated to both the 6" and 10" bench. In addition, a small bypass line, control valve, and magnetic flow meter are installed in both benches to handle the low flow testing.
  - 5. Following the manual control valves, the flow is directed into the test tank.

## F. Operator Interface

1. The operator interface shall be configured in a way that allows the operator to easily move through the test procedures.
2. The operator selectable inputs shall be manually entered. Drop down boxes shall be used for all fields that have a limited number of options such as flow meter size being tested.
  - a. For example, operator selectable test stop times based on 1000 gallon increments of total flow from 1,000-5,000 gallons.
3. The operator interface shall visually illustrate the test bench. A minimum of (5)-five screens will be required to represent the system.
  - a. Overall Test
  - b. Setup
  - c. Valve Details
  - d. Flow Meter Inventory Data Base
  - e. Miscellaneous
4. The operator interface shall visually illustrate at what stage the test process is in, throughout the test, so that the operator can continually monitor the test status.

## G. Test Reports

1. An Excel Spreadsheet report has been generated to record all the data gathered from the testing of a flow meter (an electronic version of the spreadsheet is available). This spreadsheet shall continue to be used as the data gathering and archiving tool for the new system. See attached test report spreadsheet.

## H. Flow Meter Inventory Data Base

1. Provide and configure a database that shall have the capability of recognizing the flow meter through use of a bar code and the capability of storing flow meter data such as serial number, testing history, maintenance history, installation history, and other relevant information.
2. As flow meters are being tested, the database shall recognize the flow meter.

## I. Wireless Input Terminal and Scanner

1. The system shall be capable of using a wireless input terminal and scanner to allow the operator to input data or scan flow meters, remotely from the operator interface, when working on the test bench. The scanner shall have a keypad to allow for manual data entry. The input information shall be transmitted into the flow meter data base.

## 3.3 TESTING PROCEDURE

- A. Through the operator interface, the operator shall be able to select whether they will be performing a 6", 8", or 10" test. At this time the supply valve is opened manually through the PLC. The operator shall also be able to select/input how much total flow will be require for the test through a drop down menu on the operator interface.
- B. The operator shall connect each meter to be tested and the register pulse outputs to the PLC. At this point in time each test meter shall be scanned into the database using the wireless input terminal and scanner. The test meters are then designated to a test bench flow location (example 10" station 1).
- C. The operator shall start the test sequence manually through the operator interface.
- D. The 3-way valve shall be opened, through the PLC, directing flow through the test bench.
- E. The bench shall be filled and the air evacuated before the rate can be set, by ramping up the flow to max flow by manually opening the flow control valve.
- F. The rate of flow shall be manually adjusted to the desired flow rate by monitoring the magnetic flow meters local display.

- G. During the flow rate setting process, the tank drain valve shall manually (through PLC) be selected to be open.
- H. Allow for an operator selectable weight of tank to start the close of drain valves. An operator selectable weight shall also act as the tank high level alarm. If this occurs, the test shall be shut down.
- I. Once the rate of flow has been set, water flow is manually (through PLC) re-directed to the reservoir supply lines, by changing the 3-way valve from bench to waste.
- J. The starting meter register readings are manually input by the operator via the operator interface or the hand scanner (operator's choice).
- K. Once the test tank weight has been reach and the tank is empty, the test tank drain valve shall be closed, and the test tank weight shall be manually zeroed.
- L. The water flow is directed back to the test bench, by manually changing the 3-way valve to bench (through PLC), and an operator selectable delay (in seconds) is timed out (in order to allow for the bench piping flow to begin). A start time shall automatically be recorded and the register pulses begin to accumulate for each meter.
- M. After the desired quantity of water has flowed through the meters into the test tank, the test shall be automatically ended based on the tank weight.
- N. The water flow is directed back to the reservoir by automatically changing the 3 way valve to waste, and an operator selectable delay (in seconds) is time out in order to allow for the bench piping flow to end. A stop time shall automatically be recorded.
- O. The final meter register readings are manually input by the operator via the operator interface or the hand scanner (operator's choice)
- P. The final test tank weight shall be automatically recorded.
- Q. Actual rate of flow is determined by the actual weight of the water divided by the weight of a gallon of water then divided by the elapsed time of the test. The meter accuracy is determined by subtracting the start register reading from the stop register reading, multiplying the difference by the weight of a gallon of water and dividing by the test tank weight. Pulses from the registers will be counted.
- R. Testing Error Factor
1. Inherent with meter testing is reading error factor. The factor varies with the quantity of water flowed during any one test.
  2. The meter reading error factor is +/- 2 gallons. This occurs because the span between increments on the meter dial is ten gallons while the width of the reading pointer is approximately two gallons. The test administrator should always round up to the nearest perceived 2 gallons.
  3. The receiving tank load cell display reads in five-pound increments and automatically rounds to the nearest five pounds. The error factor in the display is, therefore, +/- 2.5 pounds.
  4. As an example, assume a meter test registered 5,000 gallons and the load cell displayed 41,700 pounds. Combining these two factors, the testing error factor is computed as follows:
  5. Minimum testing error
  6.  $(4,998 \text{ gallons} \times 8.34 \text{ pounds/gallon}) = 41,683 \text{ pounds}$
  7.  $41,702.5 \text{ pounds} \quad =99.95\%$
  8. Maximum testing error
  9.  $(5,002 \text{ gallons} \times 8.34 \text{ pounds/gallon}) = 41,717 \text{ pounds}$
  10.  $41,697.5 \text{ pounds} \quad =100.05\%$
  11. The test would, therefore, be accurate to +/- 0.05%. Items not typically considered in the testing but may be used to exact the accuracy are water weight per temperature and actual error at test

weight as determined during the load cell calibration. These factors minimally change the overall accuracy.

END OF SECTION

### DuPage Water Commission Meter Test Certification

Date _____	Test Type _____	Water Temp. _____ ° F
Customer _____	Station _____	Train # _____
Size/Type _____	Serial # _____	Test Position _____ - _____
Initial Meter Read _____ (000)	Pulses/Gal _____	Tested By _____ JAS

	elapsed time min: sec	flow rate	tank weight	reading	meter data difference	weight	meter accuracy	electronic output pulses = gallons	
start : :			0	,					
stop : :				,					
start : :			0	,					
stop : :				,					
start : :			0	,					
stop : :				,					
start : :			0	,					
stop : :				,					
start : :			0	,					
stop : :				,					

\_\_\_\_\_

I hereby certify that this information is correct.

Date Installed \_\_\_\_\_ Station \_\_\_\_\_

Operator \_\_\_\_\_ Train \_\_\_\_\_

LOOP NO.	DESCRIPTION	AI	AO	DI	DO	RANGE	SETPT	PLC	REMARKS	EXT./NEW PNT.	CABLE/CONDUIT SCHEDULE
	Flow Meter #1 Pulse			1		OP/CL	-	#1	Flow Meter ActPak	Existing	
	Flow Meter #2 Pulse			1		OP/CL	-	#1	Flow Meter ActPak	Existing	
	Flow Meter #3 Pulse			1		OP/CL	-	#1	Flow Meter ActPak	Existing	
	Flow Meter #4 Pulse			1		OP/CL	-	#1	Flow Meter ActPak	Existing	
	Flow Meter #5 Pulse			1		OP/CL	-	#1	Flow Meter ActPak	Existing	
	3-way Plug Valve to Bench			1		OP/CL	-	#1	Valve Limit Switch	Existing	
	3-way Plug Valve to Waste (Reservoir)			1		OP/CL	-	#1	Valve Limit Switch	Existing	
	Tank Drain Valve Opened			1		OP/CL	-	#1	Valve Limit Switch	Existing	
	Tank Drain Valve Closed			1		OP/CL	-	#1	Valve Limit Switch	Existing	
	Water Supply Valve Opened			1		OP/CL	-	#1	Valve Actuator	Existing	
	Water Supply Valve Closed			1		OP/CL	-	#1	Valve Actuator	Existing	
	3-way Plug Valve Required to Bench				1	OP/CL	-	#1	Valve Actuator	Existing	
	Tank Drain Valve Open				1	OP/CL	-	#1	Valve Actuator	Existing	
	Water Supply Valve Open				1	OP/CL	-	#1	Valve Actuator	Existing	
	6"/10" Magnetic Flow Meter	1				N/A	-	#1	Flow Meter	New	2/C. SIG. CA. - 3/4" C.
	8" Magnetic Flowmeter	1				N/A	-	#1	Flow Meter	New	2/C. SIG. CA. - 3/4" C.
	Low Flow 6"/10" Magnetic Flow Meter	1				N/A	-	#1	Flow Meter	New	2/C. SIG. CA. - 3/4" C.
	Low Flow 8" Magnetic Flowmeter	1				N/A	-	#1	Flow Meter	New	2/C. SIG. CA. - 3/4" C.
	Tank Level	1				N/A	-	#1	Weigh Scale	Existing	
<b>Notes:</b> Additional loop numbering nomenclature and range information may be provided by the owner to the contractor, at no extra cost, during the programming of the PLC and operator interface.											
New I/O points shall require new wiring and conduit installed between the device and the PLC.											
Power, discrete, and analog wiring shall all be installed in separate conduits.											

DUPAGE WATER COMMISSION

ORDINANCE NO. O-14-04

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

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

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

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

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

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

Ordinance No. O-14-04

County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of June 2004. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in DuPage County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in DuPage County undertaken by the Commission.

SECTION TWO: To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the DuPage Water Commission, which physical work is being performed on public works in Cook County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2004. A copy of that determination is attached hereto, and by this reference incorporated herein, as Exhibit B. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the Department of Labor of the State of Illinois shall supersede the Department's June determination and shall apply to any and all public works construction in Cook County undertaken by the Commission.

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

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

SECTION FIVE: The General Manager is hereby directed to:

- (a) promptly file, no later than July 15, 2004, a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois;
- (b) cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, within thirty (30) days of its filing with the Secretary of State and the Department of Labor of the State of Illinois, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body;
- (c) mail a copy of this determination to any employer, to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate; and

Ordinance No. O-14-04

- (d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contract specifications.

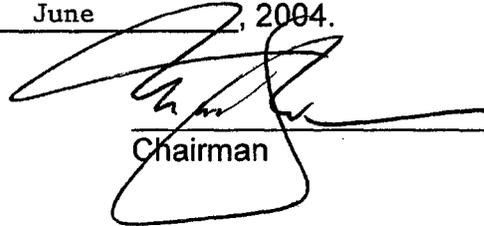
SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption.

AYES: R. Benson, E. Chaplin, R. Ferraro, T. Feltes, L. Hartwig,  
G. Mathews, W. Mueller, A. Poole, J. Vrdolyak, G. Wilcox,

NAYS: D. Zeilenga and M. Vondra  
None

ABSENT: W. Murphy

ADOPTED this 10th day of June, 2004.

  
Chairman

ATTEST:

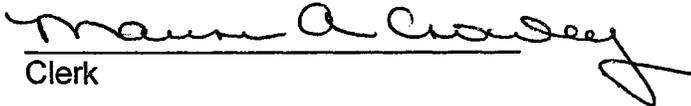
  
Clerk

EXHIBIT B

## Cook County Prevailing Wage for September 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		35.400	36.650	2.0	1.5	2.0	5.430	4.400	0.000	0.150
CERAMIC TILE FNSHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.		BLD		30.890	33.390	1.5	1.5	2.0	5.600	5.270	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		26.480	39.550	1.5	1.5	2.0	5.130	6.330	0.000	0.140
ELECTRIC PWR LINEMAN		ALL		33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRICIAN		ALL		34.650	37.250	1.5	1.5	2.0	8.100	6.430	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.340
FENCE ERECTOR		ALL		24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER		BLD		29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR		BLD		31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER		ALL		33.580	35.080	2.0	2.0	2.0	7.220	9.940	0.000	0.270
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		ALL		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD	1	37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	2	36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	3	33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	4	32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		FLT	1	38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	2	36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	3	32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT	4	27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		HWY	1	35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	2	35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	3	33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	4	31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	5	30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER		ALL		32.300	34.050	2.0	2.0	2.0	6.650	9.690	0.000	0.750
PAINTER		ALL		32.100	36.110	1.5	1.5	1.5	5.550	4.900	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		35.000	37.000	1.5	1.5	2.0	6.410	5.600	0.000	0.000
PLASTERER		BLD		31.000	32.500	1.5	1.5	2.0	5.240	6.100	0.000	0.400
PLUMBER		BLD		36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER		BLD		31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
SHEETMETAL WORKER		BLD		33.370	36.040	1.5	1.5	2.0	4.960	7.390	0.000	0.540
SIGN HANGER		BLD		22.980	23.830	1.5	1.5	2.0	4.130	2.240	0.000	0.000
SPRINKLER FITTER		BLD		34.500	36.500	2.0	2.0	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR		ALL		33.580	35.080	2.0	2.0	2.0	7.220	9.940	0.000	0.270
STONE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TERRAZZO FINISHER		BLD		25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON		BLD		29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON		BLD		29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430
TRAFFIC SAFETY WRKR		HWY		22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E	ALL	1	26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL	2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL	3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL	4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL	1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER		BLD		33.500	34.500	1.5	1.5	2.0	4.210	5.840	0.000	0.400

## Legend:

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

## Explanations

### COOK COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but

not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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

#### MARBLE FINISHER

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

## TERRAZZO FINISHER

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

## TRAFFIC SAFETY

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

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

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

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

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

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

## OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and

similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor;

Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engines); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

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

## ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this [ ] day of [MONTH], 2004.

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

### DuPAGE WATER COMMISSION

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



Arthur J. Gallagher & Co.

## DuPage Water Commission



### Proposal of Insurance

**Date Presented: October 7, 2004**

*Presented by:*

**James R. Mochel, CPCU, ARM-P**

**David Ballantyne**

**Arthur J. Gallagher Risk Management Services, Inc.**

The Gallagher Centre

Two Pierce Place

Itasca, IL 60143

(630) 773-3800

[www.ajg.com](http://www.ajg.com)

**DUPAGE WATER COMMISSION**  
**2004-2005 Risk Management Proposal**

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### **Introduction**

- **Important Disclosures**
- **Executive Summary**
- **Arthur J. Gallagher & Co. Service Team**
- **Client Commitment**

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**Important Disclosures**

The proposal is an outline of the coverages proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, or conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

In addition to the fees and/or commissions retained by Arthur J. Gallagher & Co., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Arthur J. Gallagher & Co.'s corporate parent, may earn and retain usual and customary commissions and/or fees in the course of providing insurance products. Any such fees and/or commissions will be the responsibility of the client and not Arthur J. Gallagher & Co.

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher & Co. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Gallagher from time to time enters into arrangements with certain insurance carriers or those carriers' reinsurers providing for compensation, in addition to commissions, to be paid by such carriers or reinsurers to Gallagher or its affiliates based on, among other things, the volume of premium and/or underwriting profitability of the insurance coverages written through Gallagher by such carriers or reinsurers. In addition, Gallagher and its affiliates provide management and other services to, and receive compensation for those services from, certain reinsurers that reinsure insurance coverages written through Gallagher by other insurance carriers. The insurance coverages you purchase through Gallagher might be issued by an insurance carrier or reinsured by a reinsurer that has such a relationship with Gallagher or its affiliates.

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**Executive Summary**

With this year's renewal, we made a thorough search of the marketplace on order to assure the Commission was receiving the broadest coverage at the best price. Our marketing summary lists those insurers we approached and their responses. We are very happy with the results this year from both a pricing and policy limits standpoint.

For your Liability coverage, we recommend staying with your incumbent carrier, American Alternative Insurance Company. The renewal pricing is only slightly higher than last year. They have a very broad form, including Pollution coverage for water treatment, are an admitted carrier, and offer the best pricing.

Scottsdale Insurance Company offered a slightly lower priced alternative but their quote did not include the Pollution coverage and the General Liability coverage was written on a surplus lines basis. In addition, they did not include the Crime coverage which would have then made the two quotes basically the same in price.

The Property insurance market has given us the most relief. We have three alternatives to offer this year. The first is from your incumbent insurers. It offers slightly higher sublimits for Flood and Earthquake as well as a significant reduction in pricing.

The second offers even higher sublimits for Flood, Earthquake, and Underground Piping as well as a further reduction in pricing.

The third alternative basically mirrors the second option with a few exceptions. The entire Property limit is contained in one policy, the carrier is on admitted paper which translates into no surplus lines taxes, and the carrier previously insured your account.

We thank you for allowing us the privilege of serving the DuPage Water Commission. If there is anything else we can do to be of service to you, please let us know.

Jim Mochel  
Dave Ballantyne

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**Arthur J. Gallagher & Co.**

Arthur J. Gallagher & Co. is one of the largest and fastest growing brokers and risk management service providers in the insurance industry. Since 1927, our company has been helping business and industry manage risk by performing the traditional insurance broker's function of planning and placing insurance.

Basic to our success is a commitment to meeting each client's particular needs. This commitment has enabled the company to grow from a two-person organization to our present ranking as the **third largest insurance broker in North America and the fourth in the world.**

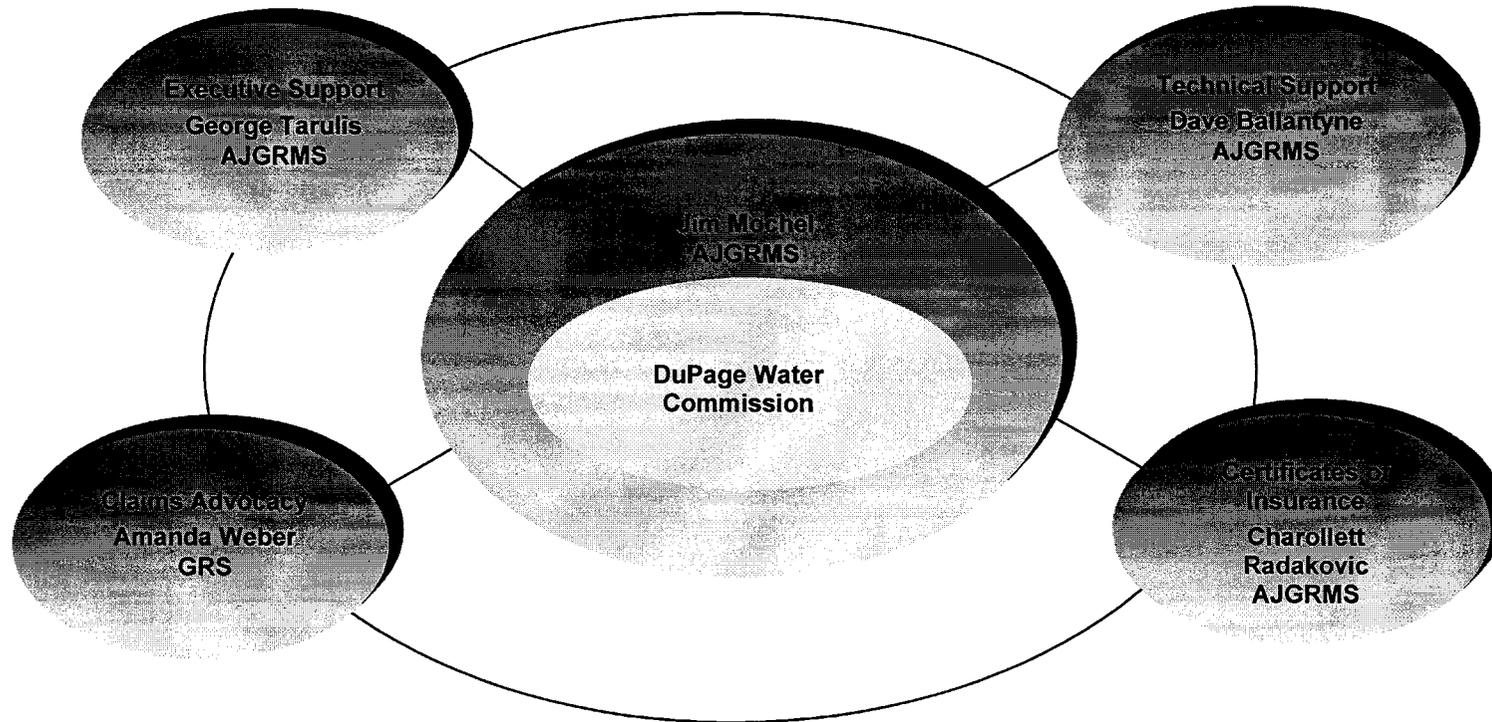
The expansion of our company into a nationwide organization has been dramatic. We were **true pioneers in the concept of risk management. We created the first self-insurance service organization**, which was set up to administer all lines of coverage - Property, Workers' Compensation, Auto, General, and Professional Liability. This followed our early recognition of the changing needs of Risk Managers and has been accelerated by a rapidly changing environment.

**Today Arthur J. Gallagher & Co. has over 250 production offices throughout the U.S. and the world. Additionally, we have access to the important London Market through Arthur J. Gallagher – UK and the third market in Bermuda via Arthur J. Gallagher Bermuda, Ltd.**

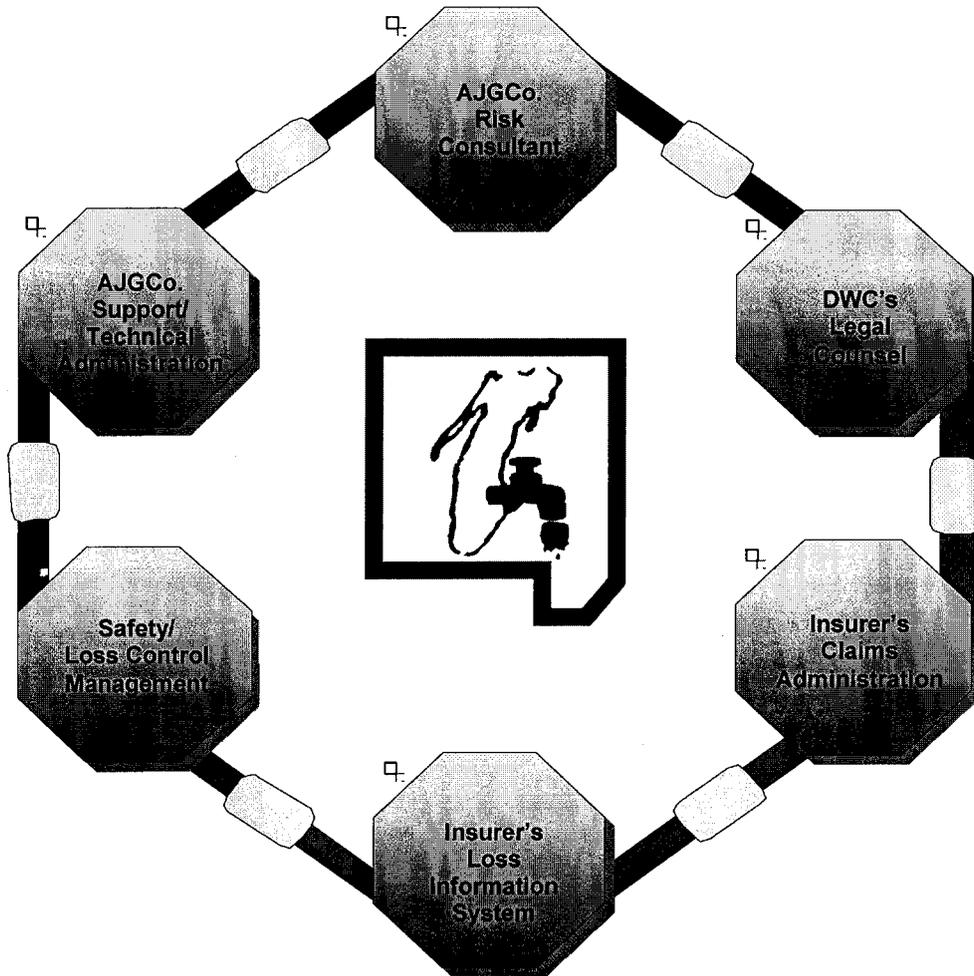
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**Arthur J. Gallagher & Co. Service Team**



Integrated Approach



### **Client Commitment**

Managing our client's risks is our highest commitment.

We try to anticipate our client's needs in advance.

We seek to understand the client's business, not just our own.

We always recommend that which is in the client's best interest, even if it diminishes our revenues.

We lead our clients to ever more effective risk management techniques.

We seek long-term relationships, not quick profits.

Getting the order is only the beginning of our commitment, not the end.

We never promise what we cannot produce.

Honesty and integrity are paramount. If we make a mistake, we admit it, and we make it right.

Every client, large or small, has full access to all of our expertise and capability.

### **Program Services**

- **Risk Management Services**
- **Brokerage and Administrative Services**
- **Specialized Coverages and Services**
- **Coverage Descriptions**

### **Risk Management Services**

- Utilizing our understanding of public agency needs
- Properly developing programs through market comparison
- Adapting programs to our client's needs, not adapting client's needs to programs
- A leader in product development:
  - Premier Public Entity Package Program
  - Commercial Package Program
  - Bermuda Captive Program
- A leader in services offered:
  - Information management
  - Claims management
  - Risk control
  - Actuarial services
  - Property appraising
- A client-driven approach

**DUPAGE WATER COMMISSION**  
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**Brokerage Services**

Arthur J. Gallagher & Co. receives from DuPage Water Commission annual compensation for providing risk management and related services.

The services that AJGCo. provides to DuPage Water Commission include, but are not limited to:

- Provide pricing and coverage options, and provide input into various decision scenarios.
- Review all policies and endorsements on the DuPage Water Commission's behalf prior to delivery of contracts.
- Analyze insurance market trends and report to the DuPage Water Commission in advance of any trends that will affect pricing and coverage available.
- Serve as liaison between DuPage Water Commission and the insurers.
- Coordinate claims questions from the DuPage Water Commission with the insurance company claims office.
- Provide assistance in the Loss Prevention Program at the direction of the financial administrator.
- Clarify coverage questions from the DuPage Water Commission.
- Issue Certificate of Insurance forms on behalf of the DuPage Water Commission.
- Coordinate the renewal process each year – develop and compile data into a comprehensive review and prepare formal proposal outlining all terms and options.
- Complete a formal Market Study soliciting and negotiating quotations with various carriers.
- Prepare a formal proposal for the DuPage Water Commission outlining the renewal terms and options.
- Field all questions during the year from the DuPage Water Commission.

The services previously detailed are not meant to be an all-inclusive of services provided by Arthur J. Gallagher & Co. We are, in summary, the "insurance person" for the DuPage Water Commission.

## **Specialized Resources and Services**

In addition to our previously mentioned risk management services, Arthur J. Gallagher & Co. has direct access to numerous sources for specialized resources and services. They include:

- Actuarial Services
- Appraisal Services – Gallagher Bassett Services, Inc.
- Substance Abuse Program Design and Support
- Disaster Recovery Planning Expertise
- Fraud Investigation Unit – Gallagher Bassett Services, Inc.
- Employee Hiring Practices, including:
  - Preplacement physicals
  - Background screening
  - MVR checks
  - Criminal record checks
  - Prior insurance claims screening
- Security Consulting
- Computer Integrity Audits
- Ergonomic Evaluations and Seminars
- Preferred Provider Organization (PPO) Programs/Employee Benefit Programs
- Estate Planning and Executive Benefit Programs

## **Coverage Descriptions**

The descriptions enclosed are intended to provide a brief explanation of some of the principal coverages offered in the insurance marketplace. The definitions, terms, and conditions of the policy determine the actual coverage provided by a particular policy. **There may be coverages described herein that are not provided in this proposal but may be available upon request.**

Institute and other industry-related sources may differ from the definitions in your Insurance Policies. Your insurance coverage will be determined by the language of the policy, and not by the definitions set out above.

**Property/Inland Marine**  
**(Coverage Descriptions)**

**Property Insurance**

Insures your interest in described property you own or for which you are responsible. May include buildings, leasehold improvements, and personal property (excluding automobile). Coverage may be extended to include fencing, property owned by others, or off premises. Property policies require insurable interest.

**Business Income**

Insures profits that would have been earned and continuing expenses after a loss at an insured location. Will also cover limited extraordinary expenses you incur to continue operations. Due diligence and dispatch must be exercised to resume normal operations.

**Increased Cost of Construction**

Covers the additional cost of reconstructing a damaged or destroyed building where ordinance requires rebuilding with more expensive materials, services, or techniques.

**Demolition Cost**

Covers the cost of demolition excluded by a demolition clause. It may be endorsed to property insurance for an additional premium.

**Extra Expense**

Covers extra expenses incurred by a business so it can remain in operation following a property loss.

**Contingent Business Interruption**

Covers the loss of earnings of an insured because of a loss to another business, which is one of the insured's major suppliers or customers.

**Selling Price Clause/Market Value Clause**

A provision that may be used in certain property insurance forms, which obligates an insurer to pay the established market price of destroyed or damaged stock rather than its cost to the insured. This coverage is only available to manufacturers with finished products, not to wholesalers or retailers.

**Inland Marine**

Various types of equipment may not be covered under the contents portion of your policy because of their mobile nature. Examples are tools, cameras, fine arts, musical equipment, EDP, etc., when taken off premises.

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**Valuable Papers**

Covers the cost to reconstruct damaged or destroyed valuable papers and records.

**Electronic Data Processing**

Covers computer equipment, data systems, information storage media, and operating expenses incurred after an insured loss.

**Outdoor Sign**

Insures scheduled freestanding outdoor signs normally excluded from property insurance policies.

**Accounts Receivable**

This policy provides protection for sums due you from your customers should you become unable to collect as a direct result of loss of, or damage to, your accounts receivable records.

Insures the labor cost to recreate damaged or lost accounts receivable records, increased collection costs, interest and uncollectible balances, less allowance for bad debts, after damage to records at the insured location. Do not confuse with credit insurance.

**Transit/Cargo**

Covers damage or theft of your property (excluding automobiles) while in transit within the United States or Canada. Can be extended to include contingent interest on FOB shipments. You cannot depend on common carriers for recovery of losses since they are not liable for acts of God and often use released value bills of lading.

**Employee Tools**

Covers employees' tools and is normally written subject to coinsurance or a maximum dollar value per employee. Employees must furnish a list of tools to you, which can be used to properly settle a claim.

**Boiler & Machinery**  
(Coverage Descriptions)

**Property Damage**

Insures damage to scheduled boiler and machinery equipment, damage to buildings and contents caused by insured accidents, and expediting expenses incurred to recover after a loss. Necessary because standard property policies exclude explosion of steam boilers, mechanical breakdown, and artificially generated current when no fire ensues.

**Expediting Expenses**

Covers expenses incurred in order to speed up repair or replacement so as to reduce the amount of loss by a peril covered in a policy.

**Water Damage**

Covers certain specified causes of water damage, e.g., damage caused by water leakage, overflow of heating or air-conditioning systems, or plumbing.

**Ammonia Contamination**

Covers contamination of insured property by ammonia as a result of an accident to an object.

**Consequential Damage**

Covers a loss not directly caused by a peril insured against, such as spoilage of frozen foods caused by fire damage to the refrigeration equipment.

**Hazardous Expense**

Coverage for direct damage to buildings and personal property that are covered Property and are contaminated by a Hazardous Substance as a result of an "accident" to an "object."

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**Crime**  
**(Coverage Descriptions)**

**Blanket Crime – Employee Dishonesty**

This insures against loss resulting from the dishonest acts of your employees. Regarding any employee benefit plans you might have, coverage is necessary to comply with certain provisions of the Employee Retirement Security Act (ERISA). To recover your loss, you must know who took the property and under what circumstances. You must prove an employee caused the loss and be willing to prosecute. Losses that can only be demonstrated by inventory accounting calculations are not insured.

**Forgery and Alteration**

Insures against loss caused by forgery or alteration of outgoing checks or financial instruments. Does not cover loss sustained because of acceptance of forged checks written by others.

**Money and Securities**

Covers theft, disappearance, and destruction of money or securities on your premises or in the custody of a messenger. Required because standard property policies limit or exclude coverage for money and securities.

**Loss Inside Premises.** Virtual all-risk protection for money and securities on premises, including safe burglary, robbery, theft, destruction, and disappearance.

**Loss Outside Premises.** Same broad protection for money and securities while off premises.

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**Comprehensive General Liability**  
**(Coverage Descriptions)**

**Premises Operations**

Covers liability arising out of the existence, operation, and maintenance of your business and premises.

**Products/Completed Operations**

Covers liability for bodily injury and property damage arising out of products sold, manufactured, handled, or distributed, or operations that are complete.

**Independent Contractors**

Protects you from loss due to liability arising from operations of subcontractors who perform work for you under your direction.

**Contractual Liability Coverage**

Contractual Liability coverage is provided for bodily injury and property damage arising out of liability assumed under an oral or written contract.

**Premises Medical Payments Coverage**

This coverage is available regardless of negligence for an injury sustained on your premises.

**Fire Legal Liability Coverage Real Property**

Protects the insured against liability incurred when his negligent actions result in the destruction of property, which is in his care, custody, or control.

**Host Liquor Law Liability Coverage**

The liquor law liability exclusion has been amended to extend Host Liquor Law Liability coverage to the named insured.

**Broad Form Property Damage Liability Coverage**

Extends coverage by limiting the policy exclusions pertaining to the property of others under the care, custody, or control of the named insured, and the exclusion pertaining to the work performed by or on behalf of the named insured.

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**Incidental Medical Malpractice Liability Coverage**

Coverage is provided for an insured not engaged in the health care business, but whose employees are involved in the rendering of certain types of medical professional services. For instance, an insured has a doctor- and nurse-staffed infirmary in his factory for the treatment of employment-related injuries.

**Nonowned Watercraft Liability Coverage (under 26 feet in length)**

Coverage is extended to watercraft under 26 feet in length, provided such watercraft is not owned by the named insured and is not being used to carry persons or property for a charge. This coverage is particularly useful for those insureds who rent or lease watercraft or may have employees who use their own watercraft for business purposes, i.e., salesmen.

**Limited Worldwide Liability Coverage**

Policy territory definition is amended to cover liability rising out of the activities of the named insured and his employees while temporarily outside the United States of America, its territories or possessions, or Canada, provided the original suit for damages is brought within the United States of America, its territories or possessions, or Canada.

**Employees as Additional Insureds**

Coverage is extended to all employees as additional insureds. Coverage is also extended to the spouse of a partner, if the named insured is a partnership. Your employees are protected while they are working for you within the scope of their duties.

**Extended Bodily Injury Coverage**

Coverage is provided for an intentional act by or at the direction of the insured, which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protection of persons or property.

**Newly Acquired Organizations (90 days)**

Coverage is automatically extended for up to 90 days to the named insured for a newly acquired or formed organization over which the named insured maintains ownership or majority interest.

**Explosion, Collapse, and Underground**

Provides coverage for property damage arising from explosion, collapse, and underground operation as a result of work performed by you.

**Personal Injury Liability**

Covers injury arising out of false arrest, libel, slander, violation of an individual's right of privacy, wrongful entry or eviction, or defamation of character.

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**Advertising Liability**

Covers injury arising out of libel or slander, violation of the right to privacy, misappropriation of advertising ideas, or infringement of copyright, title, or slogan committed in the course of advertising goods, products, or services.

**Vendors Liability**

Gives product liability coverage to the vendors distributing or selling the named insured's product and eliminates the need for the vendor to purchase separate products liability coverage.

**Employee Benefits Liability**

This protects against suits alleging damage because of handling of employee benefits. As an example, this coverage would protect the insured if an employee, by error, is not added to the group health plan.

**Comprehensive Automobile Liability**  
(Coverage Descriptions)

**Owned Automobiles**

Covers liability arising out of the ownership, maintenance, or use of automobiles.

**Nonowned Auto**

Covers the liability for the use of nonowned automobiles in your business. An example would be an employee using his own car on an errand for you.

**Hired Auto**

Covers the liability for the use of auto you hire for business use. Physical Damage coverage is available.

**Personal Injury Protection**

Coverage is included for vehicle passengers under no-fault law provisions where applicable.

**Uninsured/Underinsured Motorist**

Protects insureds who are not contributorily negligent against bodily injury caused by negligent uninsured.

**Drive-Other-Car Coverage**

Extends Liability, Medical Payments, Uninsured Motorists, and Physical Damage coverages on the automobile policy to provide coverage for the use of automobiles an individual may hire, borrow, or own in the event there is no personal automobile coverage in force.

**Automobile Medical Payments**

Will pay emergency medical expenses for passengers of your vehicle, or you or your family while pedestrians. Benefits are payable without regard to legal liability.

**Comprehensive**

Pays for loss or damage to automobile from perils other than collision. Car telephones, mobile radios, and radar detection units are not insured unless specifically declared and listed on the policy.

**Specified Perils**

Pays for loss caused by fire, theft, wind, hail, earthquake, explosion, flood, vandalism, and the sinking, burning, collision, or derailment of any conveyance transporting the covered auto.

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**Collision**

Pays for loss or damage to automobiles from collision with another object or upset.

**Rental Reimbursement**

Provides coverage for a rental vehicle while your vehicle is being repaired as a result of a collision loss, for a specified amount per day up to a specified number of days.

**Garage Liability**

Insures liability to third parties arising out of garage or garage-type operations. This insurance will protect for the use of nonowned and hired autos in your garage operations.

**Garagekeepers' Liability**

Covers legal liability for damage to vehicles owned by others while left in your care, custody, or control. Coverage may be extended to permit you to make "goodwill payments" for damages not caused by your negligence.

**Umbrella Liability**  
**(Coverage Descriptions)**

- Umbrella policies provide “excess” coverage in the event of a liability claim that is large enough to exhaust the limits of your scheduled underlying policies or primary coverage in excess of the self-insured retention.
- This type of liability insurance, which is an “umbrella” of blanket catastrophe excess liability protection, will accomplish three purposes for your business:
  - Excess coverage over other liability insurance carried by you; we call this the “underlying insurance.”
  - Coverage of liability exposures, except a few specifically excluded exposures, subject to a large deductible.
  - Automatic replacement coverage for underlying liability policies which are reduced or exhausted by loss.
- Umbrella liability insurance can also be provided as personal protection for executive officers of corporate business and partners of a partnership.

## **Coverage Descriptions**

### **Errors & Omissions**

Covers legal liability for errors or omissions you make. Coverage is on a "Claims-Made" basis.

### **Employment-Related Practices Liability**

Employment is an intensely personal and emotional issue and an employer's actions are highly subject to legal scrutiny. Employment law has changed significantly in recent years, and the evolving employer/employee relationship has created a complicated and perilous legal climate for businesses.

Until recently, the insurance industry never fully addressed the liabilities as a result of employment practices. For the most part, wrongful termination or discrimination exposures are not intended to be covered by a General Liability policy. General Liability policies are designed to cover bodily injury claims and not protect from financial loss. In addition, general liability carriers generally view wrongful termination as an intentional act. Similarly, umbrella policies are not designed to respond to wrongful termination and discrimination suits, and while Directors' & Officers' policies may protect directors and officers, the corporation itself is left unprotected.

Employment Practices Liability policies are designed to fill in these gaps and provides coverage for the entity and the directors, officers, and employees of the company. Coverage is typically provided for wrongful termination, breach of employment contract, failure to employ or promote, discrimination, misrepresentation, defamation, and emotional distress. The coverage is written on a duty to defend basis.

**DISCLAIMER:** These definitions are derived from the Insurance Risk Management Institute or other industry related sources, and may differ from those in your Insurance Policies. Your insurance coverage will be determined by the language of the policy, and not by the definitions set out above.

### **Insurance Summary**

- **Market Review**
- **Proposed Carrier Ratings**
- **Summary of Insurance Coverages**

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**Market Review**

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Complete and accurate submissions, with detailed specifications, are essential. Arthur J. Gallagher & Co. made a complete and personal presentation to each company contacted.

Insurance Carrier	Coverages	Best's Rating 2004	Surplus Lines (Yes/No)	Carrier's Position (Quoted/Declined and Reason)
American Alternative Insurance Corp.	GL, AL, Crime	A+ XV	No	Quoted renewal
Scottsdale Insurance Co.	General Liability	A+ XV	Yes	Quoted
Scottsdale Indemnity Insurance Co.	Auto, POL, EPL	A+ XV	No	Quoted
National Casualty	Umbrella	A+ XV	No	Quoted
Commerce and Industry	UST	A++ XV	No	Quoted
St. Paul Insurance Co.	GL, AL	A XV	No	Declined – pricing
Travelers Insurance Co.	Property	A XV	No	Quoted
Lexington	Property and Umbrella	A++ XV	No	Quoted
RSUI	Property	A X	No	Quoted
Axis Specialty	Excess Property	A XIV	Yes	Quoted
FM Global	Property	A+ XV	No	Awaiting quote
Allianz	Property	A XV	No	Quoted
Chubb	Property	A++ XV	No	Declined – pricing

**Note:** If a company is indicated as a surplus lines company, the placement does not benefit from state guarantee funds in the event of carrier insolvency.

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**Proposed Carrier Ratings and Admitted Status**

Proposed Carriers	A.M. Best's Rating 2004	Admitted/Non-Admitted
American Alternative Insurance Corp.	A+ XV	Admitted
Commerce and Industry	A++ XV	Admitted
Travelers Insurance Co.	A XV	Admitted
RSUI	A X	Admitted
Lexington	A++ XV	Non-Admitted
Axis Specialty	A XIV	Non-Admitted
Allianz	A XV	Admitted

If the above indicates coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

**Guide to Best Ratings**  
**Rating Levels and Categories**

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

**Financial Size Categories**

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Arthur J. Gallagher & Co. uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Arthur J. Gallagher & Co. makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

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**Insurance Summary**  
**General Liability**

<b>Carrier:</b>	American Alternative Insurance Corporation (Member of the American Re Group of Companies)		
<b>Form:</b>	Manuscript/Occurrence		
<b>Coverage/Limits:</b>	Bodily Injury and Property Damage	\$1,000,000	Per occurrence
		\$3,000,000	Aggregate
	Personal Injury/Advertising Injury	\$1,000,000	Per person
		\$3,000,000	Aggregate
	Professional Liability <sup>(1)</sup>	\$1,000,000	Per error or omission
		\$3,000,000	Aggregate
	Wrongful Acts <sup>(2)</sup>	\$1,000,000	Per Wrongful Act
		\$3,000,000	Aggregate
	Employment Practices Liability	\$1,000,000	Per error or omission
		\$3,000,000	Aggregate
	Employee Benefit Liability	\$1,000,000	Per Wrongful Act
		\$3,000,000	Aggregate
	Fire Damage Limit	\$1,000,000	Per fire
	Medical Payments	\$10,000	Per accident
	Nonmonetary Liability	\$5,000	Per incident
	Pre-termination Counseling	\$2,500	Per incident
	The limit of insurance and aggregate limit applies separately to each coverage part unless multiple coverage parts are involved in the same occurrence.		
<b>Deductible:</b>	\$5,000 General Liability, Wrongful Acts, EPLI per occurrence		
<b>Rating Basis:</b>	Flat rate/not subject to audit		

<sup>(1)</sup> Professional Liability only applies to water and wastewater operations.

<sup>(2)</sup> Wrongful Acts is synonymous with Directors' & Officers' Liability and Public Officials' Errors and Omissions Liability. Wrongful Acts protects the personal assets of board members and employees of nonprofit, for profit, and public entities.

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**Policy Notes:**

- Duty to defend policy
- Defense costs outside the limit of liability
- Prior Acts coverage **IS NOT AVAILABLE** for Wrongful Acts, Professional Liability, Employment Practices Liability, and Employee Benefit
- Coverage for acts of terrorism, subject to provisions of the Terrorism Risk Insurance Act of 2002 (TRIA), included at no additional premium charge

**Special**

**Coverage:**

**(Subject to  
policy terms)**

Limited Pollution Liability arising out of:

- Products hazard
- Potable water
- Propane or natural gas
- Pest abatement or spraying
- Weed abatement or spraying
- Hostile fire
- Explosion, lightning, windstorm, vandalism, or malicious mischief, collapse, riot and civil commotion, flood, earthquake, collision, upset or overturn of mobile equipment
- Use, handling, storage, discharge, dispersal, release, or escape of any chemical used in the water treatment process

**Coverage Overview: (Subject to policy terms)**

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- Advertising Injury
- Backpay Awards
- Broad Named Insured
- Canals and Levees
- Civil Rights
- Contractual
- Defense Outside Limit
- Diminution of Property Values
- Discrimination
- Disinfectants' Release
- Duty to Defend
- Employee Benefits
- Employment Practices
- Excess Employers' Liability
- Extended Bodily Injury
- Extended Personal Injury
- Failure to Supply
- Fire Legal Liability
- Inverse Condemnation
- Liquor
- Marital Estates and Trusts
- Medical Payments
- Negligent Training/Supervision
- Nonmonetary
- Nonowned Aircraft
- Nonowned Watercraft
- Outside Directorship
- Owned Watercraft
- Personal Injury
- Pollution/Limited
- Pre-Judgment Interest
- Premises/Operations
- Pre-Termination Counseling
- Products/Completed Operations
- Professional Liability (water and sewer)
- Public Officials'
- Railroad Protective
- Sewer Backup
- Sexual Harassment
- Water Contamination
- Water Testing Errors and Omissions
- Wrongful Acts

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#### Exclusion Overview:

##### (Summary only – including but not limited to)

- Asbestos except arising out of potable water provided by the insured for others
- Mold/Fungus
- Workers' Compensation or similar laws
- Selenium (not applicable in CA)
- Airport Liability
- Punitive or Exemplary Damages
- Transportation of mobile equipment or use of mobile equipment in a stunting activity
- Employers' Liability
- Adjudicated Criminal Acts
- Automobiles
- Nuclear Reaction and/or Contamination
- War
- Owned Aircraft
- Failure to award contracts in accordance with statute or ordinance, which under law must be submitted for bids
- Contractual Liability except for Liability:
  - That the insured would have in the absence of the contract
  - Assumed in an insured contract<sup>(1)</sup>
- Property Damage to:
  - A property owned by the insured
  - Property rented to or leased to the insured where the insured has assumed liability under contract, unless the insured would have been liable in the absence of such contract
- Breach of a contractual obligation **except for**:
  - Employment Practices Liability
  - Employee Benefit Liability
  - Failure to provide water, sewer services

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<sup>(1)</sup> Insured contract means the following:

- a. a lease of premises
- b. any easement or license agreement
- c. a sidetrack agreement
- d. an obligation, as required by ordinance to indemnify a municipality
- e. an elevator maintenance agreement
- f. or that part of another contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization.

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- With respect to Employee Benefit Liability:
  - Loss arising out of failure by an insurer
  - Insufficient funds
  - Failure of any investment
  - Failure to comply with Workers' Compensation laws
  - ERISA Liability imposed on a fiduciary
- With respect to Employment Practices Liability:
  - Loss arising out of a breach of any express obligation to make payments in the event of employment termination
  - Loss arising out of lockouts or strikes
  - ERISA damages
- Intentional injury from the standpoint of the Insured except for:
  - Bodily injury resulting from actions taken to protect persons or property
  - Bodily injury resulting from reasonable force to protect persons or property
- Personal or Advertising Injury caused by the insured with knowledge that the act would violate the rights of another and would inflict personal or advertising injury. **This exclusion does not apply to Employment Practices Liability.**
- Pollution except for:
  - Products hazard
  - Potable water
  - Propane or natural gas
  - Chemical spraying
  - Hostile fire
  - Explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot, flood, earthquake, collision, upset of automobile, or equipment
  - Chemical release from water treatment

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**Insurance Summary**  
**Automobile**

<b>Carrier:</b>	American Alternative Insurance Corporation (Member of the American Re Group of Companies)	
<b>Form:</b>	ISO 7/97 Edition	
<b>Coverage/Limits:</b>	Owned Automobile	\$1,000,000
	Hired/Nonowned Automobile	\$1,000,000
	Uninsured/Underinsured Motorist	\$1,000,000
	Medical Payments (if applicable)	\$10,000
	Comprehensive (ACV)	Yes
	Collision (ACV)	Yes
<b>Special Coverages:</b>	Broad Form Pollution	Yes
	Glass Repair/Replacement	Yes
	Rental Reimbursement <sup>(1)</sup>	No
	Towing and Transportation	\$5,000
	Hired Physical Damage	\$50,000
<b>Deductibles:</b>	Liability	\$0
	Comprehensive	\$1,000
	Collision	\$1,000
<b>Rating Basis:</b>	Fleet Automatic (Quarterly reporting required)	
<b>Policy Notes:</b>	<ul style="list-style-type: none"><li>• \$250 minimum premium</li><li>• Coverage for Terrorism, subject to the Terrorism Risk Insurance Act of 2002, included at no additional charge.</li></ul>	

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<sup>(1)</sup> Available for additional premium of approximately \$3,000.

**DUPAGE WATER COMMISSION**  
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**Insurance Summary**  
**Public Employee Blanket Bond and Forgery**

**Carrier:** American Alternative Insurance Corporation  
(member of American Re Group of Companies)

**Limits:** \$500,000 Public Employee Dishonesty, including Faithful Performance  
\$500,000 Forgery or Alteration  
\$500,000 Theft, Disappearance, and Destruction  
\$100,000 Computer Fraud

**Deductible:** \$1,000 Each occurrence

**Policy Note:**

Coverage for acts of terrorism, subject to the provisions of the Terrorism Risk Insurance Act of 2002, included at no additional premium charge.

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**Insurance Summary**  
**Excess Liability (\$5,000,000)**

**Carrier:** American Alternative Insurance Corporation  
(Member of the American Re Group of Companies)

**Form:** AAIC Commercial following Form Excess

**Coverage/Limit:** \$5,000,000 Excess of Underlying Coverages/Limits

**Rating Basis:** Flat rate/not subject to audit

**Underlying Coverage:** The Umbrella Limit will be excess of the following Underlying Coverages/Limits:

<b>Underlying Coverages</b>	<b>Underlying Limits</b>
Bodily Injury and Property Damage	\$1,000,000/\$3,000,000
Personal Injury and Advertising Injury	\$1,000,000/\$3,000,000
Professional Liability	\$1,000,000/\$3,000,000
Wrongful Acts	\$1,000,000/\$3,000,000
Employment-Related Practices Liability	\$1,000,000/\$3,000,000
Employee Benefit Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$3,000,000
Excess Employers' Liability	\$1,000,000 CSL

**Special Remarks:** Coverage for acts of Terrorism, subject to provisions of the Terrorism Risk Insurance Act of 2002 (TRIA), included at no additional premium charge.

**Notable Exclusions:** Mold/fungus is excluded

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**Insurance Summary**  
**Umbrella Liability (\$15,000,000)**

**Carrier:** Lexington Insurance Co.  
**Form:** As expiring (LEX-OCC-UMB-1 ed. 7/94)  
**Coverage/Limit:** \$15,000,000 each occurrence and aggregate  
**Rating Basis:** Flat rate/not subject to audit

**Underlying Coverage:** The Umbrella Limit will be excess of the following Underlying Coverages/Limits:

<b>Underlying Coverages</b>	<b>Underlying Limits</b>
Bodily Injury and Property Damage	\$1,000,000/\$3,000,000
Personal Injury and Advertising Injury	\$1,000,000/\$3,000,000
Professional Liability	\$1,000,000/\$3,000,000
Wrongful Acts	\$1,000,000/\$3,000,000
Employment-related Practices Liability	\$1,000,000/\$3,000,000
Employee Benefit Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$3,000,000
Excess Employers' Liability	\$1,000,000 CSL
Excess Liability	\$5,000,000/\$5,000,000

**Special Remarks:**

- Coverage for acts of Terrorism, subject to provisions of the Terrorism Risk Insurance Act of 2002 (TRIA), included at no additional premium charge.
- 50% minimum earned premium
- Follow Form Employee Benefits Liability endorsement
- Follow Form Professional Liability endorsement

**Notable Exclusions:**

- Mold/fungus
- Pollution
- Employment Practices Liability
- Asbestos
- Uninsured/Underinsured Motorists
- Failure to Supply
- War

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**Insurance Summary**  
**Underground Storage Tank**

**Carrier:** Commerce and Industry Insurance Co.  
**Form:** #81106 10/02  
**Limit:** \$1,000,000 each incident  
\$1,000,000 aggregate limit  
**Deductible:** \$5,000  
**Tank Covered:** 1,000-gallon double walled fiberglass underground storage tank  
containing regular unleaded gasoline.  
Location: 600 East Butterfield Road, Elmhurst  
Installation date 1990  
**Policy Notes:**

- Premium is fully earned at policy inception
- Coverage for terrorism, subject to the Terrorism Risk Insurance Act of 2002, is included in premium.
- Tank must be in compliance with local, state, or federal regulations. Acceptance of this policy warrants compliance.

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**Insurance Summary**  
**Property Option I**  
**Above Ground Property**

<b>Carrier:</b>	St. Paul Travelers
<b>Locations:</b>	Per submitted schedule
<b>Policy Form:</b>	Travelers Domestic Property form
<b>Perils:</b>	All Risk including Flood and Earthquake except as sublimited below (subject to policy terms and conditions)
<b>Coverage:</b>	Real and Personal Property and Business Interruption
<b>Policy Limit:</b>	\$228,000,000 <sup>(1)</sup>
<b>Sublimits of Liability:</b>	\$12,500,000 Earthquake (Occurrence/Annual Aggregate) <sup>(2)</sup>
	Excluded Zone 1 Earthquake Locations (none known)
	\$12,500,000 Flood (Occurrence/Annual Aggregate) excludes locations with 100-year flood plain <sup>(2)</sup>
	\$5,000,000 Business Personal Property
	\$250,000 Property of Others
	\$24,000,000 Business Interruption (Gross Earnings)
	\$250,000 Ordinance or Law
	\$500,000 Newly Acquired Locations
	\$5,000,000 Contingent Business Interruption (Gross Earnings) Named Locations
	\$2,500,000 Contingent BI – Boiler and Machinery
	\$150,000 Contractors' Equipment
	\$10,000 Fine Arts
	\$5,000,000 Extra Expense
	\$50,000 Ordinance or Law
	\$50,000 New Acquired Locations
	\$50,000 Research and Development Expenses
	Excluded Rental Values <sup>(3)</sup>
	\$100,000 Pollution Cleanup and Removal – Annual Aggregate
	\$2,000,000 Debris Removal – as defined in the policy, not to exceed:
	\$1,000,000 Ordinance or Law, Demolition Cost, and Increased Cost of Construction
	\$10,000 Fire Brigade Charges and Extinguishing Expenses

<sup>(1)</sup> Expiring limit was \$100,000,000.

<sup>(2)</sup> Expiring was \$10,000,000.  
Expiring was \$8,000,000.

<sup>(3)</sup> Expiring was \$10,000. No exposure.

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\$2,000,000	Newly Acquired Property until reported to the company – 120-day reporting requirement applies – all coverages combined <sup>(1)</sup>
\$500,000	Property in Course of Construction – all coverages combined
\$5,000,000	Service Interruption (24-hour <b>qualifying period</b> applies)
\$5,500,000	EDP <sup>(2)</sup> Cost of Research to Replace or Restore Lost Information
\$10,000	Unauthorized Computer Access
\$500,000	Valuable Papers and Records
\$5,000,000	Accounts Receivable
	Denial of Access by Civil Authority/Ingress – Egress
\$500,000	Denial of Access by Civil Authority, up to 30 days, not to exceed
\$500,000	Ingress – Egress, up to 30 days, not to exceed
\$100,000	Outdoor property, subject to:
\$1,000	Trees, Shrubs, Plants, and Land Improvements (per item)
\$1,000,000	Unintentional Errors and Omissions
\$100,000	Unnamed Locations – all coverage combined
\$1,000,000	Transit per conveyance
\$100,000,000	Boiler & Machinery
\$100,000	Expediting Expenses
\$100,000	Ammonia Contamination
\$100,000	Hazardous Substances
\$100,000	Water Damage
\$250,000	Spoilage/Breakdown
\$250,000	Consequential Damage
\$5,000,000	Water in Process
	<b>Deductibles:</b>
\$50,000	All perils except
\$250,000	Flood per occurrence
\$250,000	Earthquake
2x average daily value	Time Element

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<sup>(1)</sup> Expiring was 60 days.

<sup>(2)</sup> EDP Equipment includes SCADA System, Software and Media, and Extra Expense per schedule.

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- Exclusions:**
- Contingent BI Unnamed Locations
  - Leasehold Interest
  - Radioactive Contamination
  - Off-premises Service Interruption (24-hour qualifying period applies)
  - Contaminants or Pollutants
  - Terrorism
  - Computer Virus
  - Underground Equipment including all piping, mains, and tunnels
- Cancellation:** 60-day Notice of Cancellation applies, except 10 days for nonpayment
- Valuation:**
- Repair or Replacement basis of as otherwise outlined in the policy form
  - Time Element based on Actual loss Sustained
- Other:**
- If Boiler & Machinery coverages are provided, jurisdictional inspections are included
  - Timely compliance with loss control recommendations is expected

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**Insurance Summary**  
**Property Option I**  
**Above Ground Property –Excess**

**Carrier:** RSUI Indemnity Company  
**Locations:** Per submitted schedule  
**Policy Form:** RSUI Excess Physical Damage coverage form  
**Perils:** All Risk **including** Flood and Earthquake  
**Property Covered:** Building, Business Income, Contractors' Equipment, Contents, EDP, and Extra Expense  
**Policy Limit:** \$50,000,000 Per occurrence and aggregate in excess of  
\$12,500,000 aggregate for Flood and Earthquake  
**Valuation:** Replacement Cost, BI Actual Loss  
**Remarks:** Excluding Underground Property, Contingent BI limited to \$8,000,000 in primary  
**Exclusions:**

- Electric Property and Virus (RSG 96006 0903)
- Exclusion of Terrorism
- Exclusion of Limited Additional Coverage for Fungus (RSG 96004 0903)
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material (RSG 96014 0504)<sup>(1)</sup>
- Flood

**Option:** Terrorism Risk Insurance Act (TRIA) Coverage \$1,000 Additional Premium

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<sup>(1)</sup> New exclusion this year.

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**Insurance Summary**  
**Property Option I**  
**Underground Property**

<b>Carrier:</b>	RSUI Indemnity Company
<b>Locations:</b>	Per submitted schedule
<b>Policy Form:</b>	As per expiring
<b>Perils:</b>	All Risk including Flood and Earthquake
<b>Property Covered:</b>	Underground property consisting of feeder mains, transmission mains, and transmission tunnel
<b>Policy Limit:</b>	\$20,000,000 Per occurrence and annual aggregates on Flood and Earthquake
<b>Deductible:</b>	\$1,000,000 Per occurrence
<b>Valuation:</b>	Replacement Cost
<b>Exclusions:</b>	<ul style="list-style-type: none"><li>• Electronic Property and Virus (RSG 96006 0903)</li><li>• Exclusion of Terrorism, other than TRIA</li><li>• Exclusion of Limited Additional Coverage for Fungus (RSG 96004 0903)</li><li>• Exclusion of Pathogenic or Poisonous Biological or Chemical Material (RSG 96014 0504)<sup>(1)</sup></li></ul>

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<sup>(1)</sup> New exclusion this year.

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**Insurance Summary**  
**Property Option I**  
**Underground Property - Excess**

**Carrier:** Axis Specialty Insurance Co.  
**Locations:** Per submitted schedule  
**Policy Form:** Axis Specialty Policy Form as per expiring  
**Perils:** All Risk including of direct physical loss or damage including flood and earthquake excluding locations in the 100-year and 500-year flood zones as determined by FEMA.  
**Property Covered:** Underground Pipes only  
**Policy Limit:** \$20,000,000 Excess \$21,000,000  
**Valuation:** Replacement Cost  
**Coinsurance:** NIL  
**Exclusions and Limitations:**

- Fungus
- Terrorism (except TRIA)
- Cyber
- Pollution
- Occurrence Limit of Liability

**Conditions:**

- 35% minimum earned premium
- Surplus lines taxes apply

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**Insurance Summary**  
**Property Option II**

**Carrier:** Lexington Insurance Company  
\$7,500,000 per occurrence \$10,000,000 (per occurrence) and  
\$90,000,000 excess of \$10,000,000 (per occurrence)  
Allied World Assurance Company USA  
\$2,500,000 per occurrence \$10,000,000 Primary (per occurrence)

**Form:** Manuscript All Risk Form

**Perils:** All Risk of Direct Physical Loss or Damage including Flood,  
Earthquake, Terrorism, and Boiler & Machinery, excluding California  
Earthquake with other exclusions per policy forms and as specified  
below.

**Covered Property:** Real and Personal Property including but not limited to Underground  
Piping and Tunnels, Business Interruption, Contingent Business  
Interruption, Extra Expense, EDP Media and Equipment, and  
Contractors Equipment

**Policy Limits:**

Included	Per occurrence for all Real and Personal Property
\$25,000,000	Per occurrence for all Business Interruption
\$5,000,000	Per occurrence for all Extra Expense
Not covered	Per occurrence for all Rental Value
\$1,000,000	Per occurrence for all Demolition and Increased Cost of Construction
\$500,000	Per occurrence for all Valuable Papers
\$1,000,000	Per vehicle for all Property in Transit
Included in Transit	Per occurrence for all Property in Transit
\$5,841,323	Per occurrence for all Electronic Data Processing Equipment
\$75,139	Per occurrence for all Electronic Data Processing Media
\$100,000	Per occurrence for all Electronic Data Processing Extra Expense
\$2,000,000	For Newly Acquired Property for a period of 60 days, if not reported to the Company in that 60 day period coverage ceases
\$65,000,000	In the aggregate for any one policy year for the peril of Flood, Except
\$30,000,000	In the aggregate for any one policy period for Flood in regards to Underground Piping
\$10,000,000	Special Flood Hazard Areas (SFHA), areas of 100- year flooding

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\$65,000,000	In the aggregate for any one policy year for the peril of Earthquake, Except
Not covered	Earthquake in the State of California
Not covered	Errors and Omissions
\$100,000	Offsite Storage Locations
\$10,000	Personal Property of insured's officers and employees while on the premises of the insured

**Additional Sublimits:**

\$65,000,000	Underground Piping/Tunnels
\$8,000,000	Contingent Business Interruption
\$1,000,000	Accounts Receivable
\$250,000	Personal Property of Others
\$1,000,000	Property in the course of construction
\$1,000,000	Debris Removal

**Note: Sublimits of Liability, stated above are within, and do not increase, the Limits of Liability stated in the Limits of Liability.**

**Deductibles:**

All loss, damage, and/or expense arising out of any one occurrence shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the sum of \$50,000 except;

Earthquake: The sum of \$250,000 shall be deducted from any adjusted loss due to Earthquake.

Flood: The following sum(s) shall be deducted from any adjusted loss due to Flood:

With respect to locations wholly or partially within Special Flood hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (if these locations are not excluded elsewhere in this policy with respect to the peril of flood), the deductible shall be 5% of the total values at the time of loss at each location involved in the loss, subject to a minimum of \$1,000,000 for any one occurrence.

With respect to any other flood loss, the deductible shall be \$250,000

Windstorm and Hail: \$50,000.

With respect to Underground piping, the deductible shall be \$1,000,000 per occurrence;

With respects to Time Element, the deductible shall be a 48-hour waiting period.

In the event of a single occurrence involving more than one location, only one deductible amount shall apply against the entire loss;

If two or more deductible amounts in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable.

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All coverages, deductibles, and sublimits are quota share between Lexington insurance Company and Allied World Assurance Company USA.

**General Conditions:**

- 25% Minimum Earned Premium upon binding order
- Subject to Inspection
- This quotation is based upon values of \$715,353,451
- Real & Personal Property coverage is offered on a Replacement Cost basis.
- Thirty day (30) notice of cancellation except ten (10) day non-payment of premium.

**DUPAGE WATER COMMISSION**  
2004-2005 Risk Management Proposal

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**Insurance Summary**  
Property Option II  
Equipment Breakdown Coverage Quotation

Location(s): As per schedule submitted

Coverages	Limits
Equipment Breakdown Limit	\$100,000,000
Expediting Expenses	\$100,000
Hazardous Substances	\$100,000
Spoilage	\$250,000
Computer Equipment	\$5,000,000
Data Restoration	\$5,000,000
CFC Refrigerants	\$100,000
Business Interruption	\$25,000,000
Extra Expense	\$5,000,000
Rental Value	Included in BI
Contingent Business Interruption	\$10,000,000
Service interruption	Excluded

**Deductibles:**

Direct Coverages	\$50,000
Indirect Coverages	48 Hours

**Other Conditions**

- Extended Business Interruption: 0 days
- Newly Acquired Locations: 90 days
- Covered Equipment does not include underground cable not in conduit.
- CBI extends Business Interruption and Extra Expense coverages to accidents at locations supplying or receiving goods to or from a covered location.
- We will not pay for any increase in loss resulting from any contract between you and your customer or supplier. This includes penalties and late fees.

**DUPAGE WATER COMMISSION**  
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**Insurance Summary**  
**Property Option II**  
**Equipment Breakdown Coverage Summary**

**Covered Equipment:** Unless otherwise indicated, this includes electrical, mechanical, and pressure equipment. It includes both Real Property, such as heating, cooling and electrical systems, and Personal Property, such as office and process equipment.

**Property Damage:** Pays for the cost to repair or replace damaged equipment or other property.

**Business Interruption:** Covers the loss of business income due to a total or partial business interruption caused by a covered accident.

**Extra Expense:** Pays for the additional costs, incurred after a loss, to maintain operations.

**Service Interruption:** Extends Business Interruption and Extra Expense coverages to apply to service interruptions of heat, light, power, water, telephone, or gas. The one-mile limit in the property form applies.

**Spoilage:** Covers loss due to spoilage caused by a breakdown. This includes food spoiling from lack of refrigeration and would also include, for example, molten plastic spoiling from lack of heat. This coverage also pays for loss of perishables due to ammonia contamination and for spoilage caused by service interruption.

**Computer Equipment:** Covers direct damage to computers and other EDP equipment due to a covered breakdown. It includes physical loss or damage to media.

**Expediting Expenses:** Pays for the increased costs to make temporary repairs or expedite permanent repairs in order to restore business operations.

**Hazardous Substances:** Pays for the extra cost to repair or replace covered property contaminated by hazardous substances released in a covered loss.

**CFC Refrigerants:** Covers the additional costs to repair or replace equipment using CFC refrigerants, which are affected by environmental regulations. It pays for the cost to replace the CFC refrigerant or the cost to retrofit or replace damaged equipment with CFC free equipment.

**Extended Period of Restoration:** Pays for the reduction of Business Income beyond the date the property is restored.

This is a summary of the available Equipment Breakdown coverages. Refer to the policy for all coverage details, terms, and exclusions

**DUPAGE WATER COMMISSION**  
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**Insurance Summary**  
**Property Option II**  
**Above Ground Property –Excess**

**Locations:** Per submitted schedule

**Policy Form:** RSUI Excess Physical Damage coverage form

**Perils:** All Risk **including** Flood and Earthquake

**Property Covered:** Building, Business Income, Contractors' Equipment, Contents, EDP, and Extra Expense

**Policy Limit:** \$143,408,513 Per occurrence in excess of \$100,000,000 per occurrence

**Valuation:** Replacement Cost, BI Actual Loss

**Remarks:** Excluding Underground Property, Contingent BI limited to \$10,000,000 in primary

**Exclusions:**

- Electric Property and Virus (RSG 96006 0903)
- Terrorism
- Exclusion of Limited Additional Coverage for Fungus (RSG 96004 0903)
- Earthquake
- Flood
- Pathogenic or Poisonous Biological or Chemical Material (RSG 96014 0504)

**Option:** Terrorism Risk Insurance Act (TRIA) Coverage included

**DUPAGE WATER COMMISSION**  
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**Insurance Summary**  
**Property Option III**

**Carrier:** Allianz Global Risks US Insurance Company

**Coverages:** Real Property & Personal Property  
Business Interruption  
Extra Expense  
Contingent Business Interruption Direct suppliers and direct customers only  
Underground Property on Property Coverage Only  
Boiler & Machinery

**Perils:** All Risk of Direct Physical Loss or Damage including Earth Movement and Volcanic Action, including Flood and Water Damage

**Exclusions:** Seepage/Pollution/Contamination  
Asbestos  
Fungi  
Electronic Data Recognition  
Electronic Data  
Miscellaneous Unnamed Locations for Earth Movement, Flood and Named Windstorm  
Newly Acquired Property for Earth Movement, Flood, and Named Windstorm  
Boiler & Machinery Underground Property  
Other Exclusions as more fully detailed in the policy form

**Limits:** \$240,000,000 Per occurrence for excess of deductibles

**Sublimits:** \$60,000,000 Earth Movement and Volcanic Action (annual aggregate)  
\$60,000,000 Flood and Water Damage (annual aggregate)  
\$25,000,000 Business Interruption  
\$65,000,000 Underground Property  
\$10,000,000 Contingent Business Interruption  
\$5,000,000 Extra Expense  
\$5,000,000 Water in Process  
\$2,000,000 Newly Acquired Property (90 days reporting)  
\$1,000,000 Miscellaneous Unnamed Locations  
\$2,000,000 Property in the Course of Construction  
\$1,000,000 Building Ordinance including Demolition & ICC & Increased Time to Rebuild  
\$100,000 Pollutant Clean-Up and Removal (annual aggregate)  
\$1,000,000 Debris Removal 25% of the loss or the limit shown whichever is less  
\$25,000 Fire Department Service Charges

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\$10,000	Personal Effects – per occurrence
\$240,000,000	Certified Terrorism
\$240,000,000	Non-Certified Terrorism (annual aggregate)
\$1,000,000	Service Interruption – Property Damage & Time Element Combined (Water, Communication excluding overhead transmission lines, Power excluding overhead transmission lines)
\$1,000,000	Ingress/Egress (1 mile radius limitation, 30 days limitation) 1,000,000 Interruption by Civil Authority (1 mile radius limitation, 30 days limitation)
\$5,000,000	Accounts Receivable
\$500,000	Valuable Papers and Records
\$146,536	Contractors Equipment
\$5,841,323	EDP Equipment
\$75,139	EDP Media
\$100,000	EDP Extra Expense
\$1,000,000	Transit
\$100,000,000	Boiler & Machinery – Property Damage
\$25,000,000	Boiler & Machinery – Business Income
\$5,000,000	Boiler & Machinery – Extra Expense
\$2,500,000	Boiler & Machinery – Business Income Contingent Business Interruption
\$100,000	Boiler & Machinery – Expediting Expenses
\$100,000	Boiler & Machinery – Ammonia Contamination
\$250,000	Boiler & Machinery – Consequential Damage
\$100,000	Boiler & Machinery – Hazardous Substances
\$100,000	Boiler & Machinery – Water Damage
\$1,000,000	Boiler & Machinery – Property Damage Demolition/Increased Cost of Construction
\$100,000	Boiler & Machinery – Property Damage Media
\$1,000,000	Boiler & Machinery – Property Damage Errors in Description
\$2,000,000	Boiler & Machinery - Property Damage Newly Acquired Locations
\$5,000,000	Boiler & Machinery – Off-Premises Service Interruption
\$250,000	Boiler & Machinery – Off-Premises Service Interruption Spoilage

**Deductibles:**

\$50,000	All Perils except as follows
\$250,000	Earth Movement and Volcanic Action
\$250,000	Flood and Water Damage

**DUPAGE WATER COMMISSION**  
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	\$50,000	Business Interruption: 48 Hour waiting period Min. per occurrence
	\$1,000,000	Underground Property
	24 Hours waiting period	Service Interruption- Property Damage
	48 hour waiting period subject to a minimum of \$50,000	Ingress/Egress
	48 hour waiting period subject to a minimum of \$50,000	Interruption by Civil Authority
	\$50,000	Boiler & Machinery - Property Damage
	2 Times ADV Times Average Daily Value	Boiler & Machinery - Business Income
	24 Hours waiting period	Boiler & Machinery - Off-Premises Service Interruption
<b>Valuation:</b>	Replacement Cost	Property Damage
	Actual Loss Sustained	Time Element

**Total Insurable Values for Rating:** \$715,353,451

**Cancellation:** 60 days notice of cancellation, except 10 days for nonpayment of premium, or as required by statute

**Engineering:** \$5,00 for inspection of the Main Pumping Stations

**Special Conditions:**

- 25% Minimum Earned Premium upon binding order
- Subject to favorable inspection and compliance as deemed necessary by carrier

### **Summary**

- **Property Comparison**
- **Premium Summary**
- **Recommendations**
- **Authorization to Bind Coverage**

**DUPAGE WATER COMMISSION**  
**2004-2005 Risk Management Proposal**

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**Comparison**

<b>Above Ground Property</b>	<b>Renewal</b>	<b>Expiring</b>
Limit - Excluding Flood and Earthquake	\$240,000,000	\$231,966,000
Limit Flood and Earthquake	\$60,000,000	\$60,000,000
Deductible, Excluding Flood and Earthquake	\$50,000	\$50,000
Deductible - Flood	\$250,000	\$500,000
Deductible - Earthquake	\$250,000	\$1,000,000
<b>Below Ground Property</b>	<b>Renewal</b>	<b>Expiring</b>
Limit	\$65,000,000	\$40,000,000
Deductible	\$1,000,000	\$1,000,000

**DUPAGE WATER COMMISSION**  
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**Cost Summary**  
**Premium Summary**

Coverages	2004-2005 Renewal Premium	2003-2004 Expiring
General Liability	\$75,949	\$79,012
Automobile <sup>(1)</sup>	21,881	21,640 <sup>(2)</sup>
Crime	8,300	Incl. in GL
Excess Liability (\$5,000,000)	49,551	44,180
Umbrella Liability <sup>(3)</sup>	100,000	100,000
Surplus Lines Tax	6,300	6,300
Underground Storage Tank <sup>(4)</sup>	\$545	\$545
<b>Subtotal</b>	<b>\$262,526</b>	<b>\$251,677</b>
<b>Property Option I</b>		
Above Ground Property	217,000	284,465
Above Ground Property Excess	55,000	65,000
Underground Property	140,400	151,437
Underground Property Excess	58,340	63,270
Surplus Lines Tax	2,509	2,657
<b>Subtotal</b>	<b>\$473,249</b>	<b>\$566,829</b>
<b>Property Option II</b>		
Property <sup>(2)</sup>	\$397,456	NQ
Excess Property	31,000	NQ
Surplus Lines Tax	17,091	
<b>Subtotal</b>	<b>\$445,547</b>	<b>\$0</b>
<b>Property Option III</b>		
Property	\$433,079 <sup>(2)</sup>	NQ
Inspection Fee	5,000	
<b>Subtotal</b>	<b>\$438,079</b>	<b>\$0</b>

**Notes and Highlights:**

- Premiums for the above policies are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to acceptance by an approved finance company. Note: Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.
- Quote is valid until November 1, 2004.

<sup>(1)</sup> \$250 minimum earned premium.  
<sup>(2)</sup> 25% minimum earned premium at inception.  
<sup>(3)</sup> 50% minimum earned premium at inception.  
<sup>(4)</sup> Premium fully earned at inception.

## **Recommendations**

- **Overview**
  - A proposal for any of the coverages can be provided.
  - The recommendations and considerations summarized in this section are not intended to identify all exposures.
- **All Coverages**
  - **Review** the named insureds, additional insureds, mortgagees, loss payees, and locations.
  - **Premium basis** for each coverage should be checked. These include: property values, sales, payroll, and vehicle schedules shown in this proposal.
- **Property**
  - **Building and contents** values should be reviewed to make sure the limits are adequate, and the coinsurance requirement is satisfied. An example of coinsurance is included in the definitions.
  - **An appraisal** is recommended for your building and contents. Gallagher Bassett Services, Inc. can provide this for a fee.
  - **A business interruption worksheet** should be completed to determine if the limit is adequate. Extra expense should also be checked.
  - **Debris removal** limit may be increased.
  - **Increased limits for Flood and Quake** – see Recommendation I
  - **Increased limits for Underground Piping** – see Recommendation II
- **Crime**
  - **Higher limits** for employee dishonesty should be considered.
  - **Fiduciary Liability** – coverage for profit sharing/pension program.
- **General Liability**
  - **A formalized program** to review certificates should be established. Your company should require, from any subcontractor doing work on your behalf, certificates of insurance requiring that the subcontractors have limits of liability for General Liability, Automobile, and Workers' Compensation at least as high as the limits you have.

**DUPAGE WATER COMMISSION**  
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- **Its subcontractors should name your company as an Additional Insured, and this should be noted on the certificate of insurance.**
- **Hold Harmless Agreements** should be included in any contracts. Your attorney should review these.

Field Code Changed

- **Automobile**

- **Drive-Other-Car** coverage and schedule of individuals should be reviewed.
- **Rental Reimbursement** coverage is available.
- **Car radios and phones** must be scheduled.
- **Hired Auto Physical Damage**
  - ◆ Assure proper coverage for your hired/rented auto physical damage. You need to have a clear company procedure for employees' short-term hired/rental car physical damage. Adopt one of the following procedures (each may have a limit for the value of any one vehicle):
    - Add Hired Auto Physical Damage to your existing automobile policy, if not currently provided.
    - Employees place rental contracts only on credit cards providing this rental physical damage coverage (i.e., American Express, Diners, etc.)
    - Require employee to accept physical damage coverage through the auto rental company. This is the most expensive option of the three.
    - Because of high value exposures, an established company procedure is important.
  - ◆ Any autos you lease, hire, rent, or borrow from any of your employees or partners or members of their household should be reviewed.

- **Umbrella**

- **Higher limits** should be considered.

- **Other Coverage Considerations**

- **Bonds**
  - ◆ ERISA requires an Employee Dishonesty Bond for at least 10% of profit sharing/pension program's assets. Recommend providing a back-up bonding facility in case your current bond market should decline to continue to be a market.
- **Employee Benefits** – Arthur J. Gallagher & Co. can provide innovative and competitive Employee Benefits coverage, if not currently provided, through Gallagher Benefit Services.

**DUPAGE WATER COMMISSION**  
**2004-2005 Risk Management Proposal**

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**Recommendation I**  
**Above-Ground Property – Excess Flood and Quake**

**Carrier:** RSUI Indemnity Company  
**Locations:** Per submitted schedule  
**Policy Form:** RSUI Excess Physical Damage  
**Perils:** Flood and earthquake excluding locations in the 100-year and 500-year flood zones as determined by FEMA.  
**Property Covered:** Above-ground property  
**Policy Limit:** \$35,000,000 Excess \$65,000,000  
**Valuation:** Replacement Cost  
**Coinsurance:** NIL  
**Exclusions and Limitations:**

- Electronic Property and Virus (RSG 96006 0903)
- Exclusion of Terrorism, other than TRIA
- Exclusion of Limited Additional Coverage for Fungus (RSG 96004 0903)
- Underground property

**Premium:** \$37,000  
**Minimum Earned:** 35%

**DUPAGE WATER COMMISSION**  
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**Recommendation II**  
**Excess Underground Property**

<b>Carriers:</b>	Axis Specialty Insurance Company (50%) RSUI Indemnity Company (50%)
<b>Locations:</b>	Per submitted schedule
<b>Policy Form:</b>	Per expiring
<b>Perils:</b>	All Risk including Flood and Earthquake
<b>Property Covered:</b>	Underground property consisting of feeder mains, transmission mains, and transmission tunnel
<b>Policy Limit:</b>	\$70,000,000 Per occurrence and annual aggregates on Flood and Earthquake
<b>Deductible:</b>	\$65,000,000 <sup>(1)</sup> Per occurrence (excess \$30,000,000 Flood and Earthquake <sup>(2)</sup> )
<b>Valuation:</b>	Replacement Cost
<b>TIV:</b>	\$449,175,000
<b>Exclusions:</b>	<ul style="list-style-type: none"><li>• Electronic Property and Virus (RSG 96006 0903)</li><li>• Exclusion of Terrorism, other than TRIA</li><li>• Exclusion of Limited Additional Coverage for Fungus (RSG 96004 0903)</li></ul>
<b>Premium:</b>	\$70,000
<b>Surplus Lines Tax:</b>	\$1,505
<b>Minimum Earned:</b>	35%

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<sup>(1)</sup> This limit only applies to Property Options I and II. If Property Option III is selected, we will need to have the above mentioned carriers requote.  
<sup>(2)</sup> Does not apply to Property Option III.

**DUPAGE WATER COMMISSION**  
**2004-2005 Risk Management Proposal**

**Client Authorization to Bind Coverage**

To the Client: Check one box below as your preferred method to authorize binding of coverage.

- Complete and sign this form now. Gallagher will keep the original; client will receive a copy.
- Gallagher will issue a confirming letter to the outlining decisions you made regarding this proposal. Upon receipt of letter, **reply within two days** if there are discrepancies. No reply from you means you accept the terms outlined in the letter.
- We will send Gallagher an e-mail within two days of receipt of this proposal documenting your decisions. (We will need this e-mail before coverage can be bound.)

After careful consideration of your proposal dated October 7, 2004 for coverage period November 1, 2004-2005, we, the client/named insured, accept your insurance program by citing the following choices:

Coverage(s) Options	Page in Proposal

Payment Plan Type:

Annual

There are, however, the following exceptions/changes or additional coverages that we, the client, would like to state at this time or ask you to quote separate from this proposal:

We, the client, state that it is understood and agreed:

- That this proposal provides only a summary of the details; the policies will contain the actual coverages.
- That the values, schedules, and other data contained in this proposal are from our records.
- That we acknowledge and confirm that it is our responsibility to see such data is maintained accurately and has been offered to Gallagher in the placement of the above noted coverage(s) for us.

\_\_\_\_\_  
 CLIENT REPRESENTATIVE NAME (print)

\_\_\_\_\_  
 CLIENT SIGNATURE

\_\_\_\_\_  
 DATE

We, Arthur J. Gallagher & Co., will provide you, the client, with a binder(s) or confirmation of insurance and invoice(s) for coverage/services agreed to and set in writing at our earliest convenience.

James R. Mochel

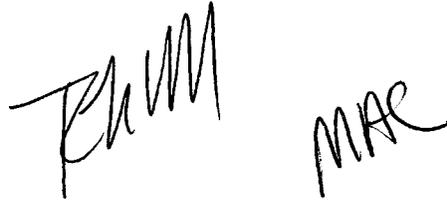
\_\_\_\_\_  
 AJGCO. OR BROKER REPRESENTATIVE NAME (print)

\_\_\_\_\_  
 BROKER SIGNATURE

\_\_\_\_\_  
 DATE

DATE: October 12, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Site Improvement Agreement between the DuPage Water Commission and Kinander Enterprises, LLC Regarding Driveway, Drainage, and Other Improvements for Tank Site No. 1 and Adjoining Property</p> <p>Resolution No. R-64-04</p>	<b>APPROVAL</b> 	
<p>Account Number: WF-6633</p> <p>The Commission owns the north portion of Lot 12 in the Fenz Acres subdivision in the Village of Roselle for Tank Site No. 1. The Commission obtained an exclusive easement over a 15 foot strip of land along the western edge of the south portion of Lot 12 for ingress and egress to Tank Site No. 1. The Commission never improved this access easement and instead uses an easement it obtained from the property owner to north.</p> <p>Kinander Enterprises, LLC (Kinander) is the current owner of the south portion of Lot 12 and is planning to develop a warehouse facility on its property. In connection with that development, certain improvements proposed to be constructed by Kinander will encroach upon the Commission's exclusive access easement and upon the Commission's Tank Site No. 1 property. In discussing the proposed development with Kinander, it was suggested that Kinander improve the Commission's existing access easement with a driveway, retaining wall, and related improvements as part of Kinander's project, and the Commission would reimburse Kinander for the added cost.</p> <p>Resolution No. R-64-04 would authorize the execution of a site improvement agreement with Kinander providing, among other things, for the Commission's consent to the construction of certain obstructions (parking lot, retaining wall tie backs, and storm sewer facilities) within the Commission's exclusive easement and within the Commission's Tank Site No. 1 property, the improvement of the Commission's access easement, the realignment of a portion the Commission's access easement, and the reimbursement by the Commission for the cost of the driveway, retaining wall, and associated improvements. It is estimated that the cost of the driveway, retaining wall, and associated improvements will be \$94,650.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-64-04.</p>			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-64-04

A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A SITE IMPROVEMENT AGREEMENT BETWEEN  
THE DUPAGE WATER COMMISSION AND KINANDER ENTERPRISES, LLC  
REGARDING DRIVEWAY, DRAINAGE, AND OTHER IMPROVEMENTS  
FOR TANK SITE NO. 1 AND ADJOINING PROPERTY

WHEREAS, the Commission owns the north portion of Lot 12 in the Fenz Acres subdivision in the Village of Roselle for Tank Site No. 1 (the "Tank Site No. 1 Property"); and

WHEREAS, pursuant to a Grant of Permanent Easement dated April 5, 1990, and recorded April 15, 1990, as Document No. R-90-044097 in the office of the Recorder of Deeds of DuPage County, Illinois (the "Access Easement Grant"), the Commission was granted a perpetual easement along the western edge of the south portion of Lot 12 for ingress to and egress from the Tank Site No. 1 Property (the "Access Easement"); and

WHEREAS, pursuant to the Access Easement Grant, the Access Easement is for the exclusive use of the Commission; and

WHEREAS, the Commission never improved the Access Easement and instead uses an easement it obtained from the property owner to north; and

WHEREAS, Kinander Enterprises, LLC ("Kinander") is the current owner of the south portion of Lot 12 and is planning to develop a warehouse facility on its property; and

WHEREAS, in connection with the warehouse development, certain improvements proposed to be constructed by Kinander will encroach upon the Access Easement and the Tank Site No. 1 Property; and

Resolution No. R-64-04

WHEREAS, subject to certain terms, conditions, and limitations, the Commission is willing to consent to the construction, operation, and maintenance of those encroachments; and

WHEREAS, in connection with the warehouse development, the Commission also desires to have Kinander improve the Access Easement with a driveway, retaining wall, and related improvements as part of Kinander's project to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the two projects;

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 and directed to execute a Site Improvement Agreement between the Commission and Kinander in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager; provided, however, that the Site Improvement Agreement shall not be so executed nor attested on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Site Improvement Agreement executed by Kinander. Upon execution by the General Manager, the Site Improvement Agreement between the Commission and Kinander, and all things provided for therein, including the release of

Resolution No. R-64-04

easement and subsequent conveyances of easements, shall be deemed accepted by the Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

SITE IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the DUPAGE WATER COMMISSION, a public corporation, political subdivision, and unit of local government created and existing under the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq. (the "Commission"), and KINANDER ENTERPRISES, LLC, an Illinois limited liability company ("Kinander"),

WITNESSETH:

WHEREAS, the Commission owns the north portion of Lot 12 in the Fenz Acres subdivision in the Village of Roselle for Tank Site No. 1 (the "Tank Site No. 1 Property"); and

WHEREAS, pursuant to a Grant of Permanent Easement dated April 5, 1990, and recorded April 15, 1990, as Document No. R-90-044097 in the office of the Recorder of Deeds of DuPage County, Illinois (the "Access Easement Grant"), the Commission was granted a perpetual easement along the western edge of the south portion of Lot 12 for ingress to and egress from the Tank Site No. 1 Property (the "Access Easement"); and

WHEREAS, pursuant to the Access Easement Grant, the Access Easement is for the exclusive use of the Commission; and

WHEREAS, the Commission never improved the Access Easement and instead uses an easement it obtained from the property owner to north; and

WHEREAS, Kinander is the current owner of the south portion of Lot 12 and is planning to develop a warehouse facility on its property; and

WHEREAS, in connection with the warehouse development, certain improvements proposed to be constructed by Kinander will encroach upon the Access Easement and the Tank Site No. 1 Property; and

WHEREAS, subject to certain terms, conditions, and limitations, the Commission is willing to consent to the construction, operation, and maintenance of those encroachments; and

WHEREAS, in connection with the warehouse development, the Commission also desires to have Kinander improve the Access Easement with a driveway, retaining wall, and related improvements as part of Kinander's project to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the two projects; and

WHEREAS, the parties desire to set forth the salient points of their understanding regarding the construction, operation, and maintenance of the encroachments upon the Access Easement and the Tank Site No. 1 Property and the construction, operation, and maintenance of the driveway and related improvements upon the Access Easement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated in this Agreement as though fully set forth herein.

Section 2. Encroachments and Driveway Improvements. Subject to the terms, conditions, and limitations hereinafter set forth, the Commission hereby consents to the construction, operation, and maintenance within the Access Easement and the Tank

Site No. 1 Property of the parking lot, retaining wall tie backs, and storm sewer facilities (the "Encroachments") described and depicted on the plans and specifications provided by Kinander to the Commission, which plans and specifications were prepared by Philip Prince & Associates and A. McGurr, Ltd., P.C. and consist of Sheet A1 bearing a final revisions date of July 14, 2004, and Sheets C-1, C-2, and C-3, each bearing a final revision date of August 20, 2004 (collectively, the "Final Plans"). Subject to the terms, conditions, and limitations hereinafter set forth, Kinander hereby agrees to construct and install the driveway, retaining wall, and related driveway posts (the "Driveway Improvements") within the Access Easement.

Section 3. Final Plans and Specifications. Unless otherwise approved in writing by the Commission, the Encroachments and the Driveway Improvements shall be constructed, installed, and maintained in strict conformity with the Final Plans, except that all storm water detention, retention, or drainage facilities required by law solely as a result of the Driveway Improvements shall be constructed and installed by Kinander on its property and at its sole expense. No revisions, alterations, addendum, or changes shall be made to the Encroachments or to the Driveway Improvements as set forth in the Final Plans, and no other improvements or obstructions, including without limitation landscaping, lighting, utility service installations, etc., shall be constructed, operated, or maintained within the confines of the Access Easement or the Tank Site No. 1 Property, except upon the express prior written consent of the Commission. Any such revisions, alterations, addendum, or changes, and final engineering plans for any such improvement or obstruction, shall be submitted to the Commission for its review and comment. If approved by the Commission, any such revisions, alterations, addendum,

or changes, and any such improvements or obstructions, shall be constructed, operated, and maintained subject to the terms and conditions of this Agreement and to any such additional terms and conditions as the Commission may impose in such subsequent written consent.

Section 4. Conveyances and Release of Easements. Prior to commencement of construction of the Encroachments and the Driveway Improvements, the Commission, without charge to Kinander, shall: (a) grant to Kinander an easement for the retaining wall tie backs in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit A and (b) release the temporary construction easement granted to the Commission by Kinander's predecessor in title pursuant to that certain Storm Water Facilities Easement Agreement dated December 14, 2001, and recorded December 31, 2001, as Document No. R2001-290614 in the office of the Recorder of Deeds of DuPage County, Illinois, in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit B. Prior to commencement of construction of the Encroachments and the Driveway Improvements, Kinander, without charge to the Commission, shall grant to the Commission a supplemental easement for ingress and egress in substantially the form attached hereto and by this reference incorporated herein and made part hereof as Exhibit A.

Section 5. Construction of Encroachments and Driveway Improvements. The Encroachments and the Driveway Improvements shall be constructed in accordance with the following terms:

- a. Notice. The Commission shall be advised not less than 48 hours prior to beginning any construction within the Access Easement or within the Tank Site No. 1 Property.
- b. Resident Engineer. Kinander shall designate in writing a resident engineer who shall be responsible for providing information to, and responding to inquiries or requests by, the Commission. Kinander shall provide the Commission with a 24-hour telephone number at which the Commission may contact such resident engineer.
- c. Insurance. No construction shall commence within the Access Easement or the Tank Site No. 1 Property unless and until the Commission shall have received a Certificate of Insurance evidencing that the Commission has been named as an additional insured on all liability insurance policies issued in connection with the warehouse development.
- d. Access to Work; Authority. Kinander's engineers shall inspect the construction and installation of the Driveway Improvements. All engineering costs incurred by Kinander and associated with the supervision and inspection of the Driveway Improvements are included in the Contract Price referred to in, and shall be paid for by the Commission in accordance with, Section 7 of this Agreement. In addition, the Commission and its engineers shall at all times have full and complete access to the work site for the purposes of supervision and inspection of the Driveway Improvements.
- f. Quality of Work; Completion. The Driveway Improvements shall be performed in a good and workmanlike manner. When the Driveway Improvements have been completed, Kinander shall notify the Commission of that fact and that the Driveway Improvements are ready for final inspection. The Commission shall review the Driveway Improvements and report any items that remain to be completed or corrected.

Section 6. Conveyance of Facilities. Upon completion of the construction and installation of the Driveway Improvements, and final inspection and final approval by the Commission, which approval shall not be unreasonably withheld or delayed, ownership of the Driveway Improvements, and a bill of sale therefor, shall be conveyed to the Commission. Immediately following such conveyance, the Commission shall own the Driveway Improvements; the Driveway Improvements shall become the sole and

exclusive property of the Commission; and the Commission shall have all duty, responsibility, and liability to maintain and repair the Driveway Improvements and Kinander shall have no obligation or duty with respect thereto.

Section 7. Payment. The Commission shall reimburse Kinander for providing, performing, and completing the Driveway Improvements in an amount equal to the sum of \$94,650.00 (the "Contract Price"). The Contract Price may be adjusted to reflect any changes in the Driveway Improvements requested by the Commission.

The Contract Price shall be paid to Kinander in accordance with, and subject to, the terms and conditions set forth below. The Commission shall pay to Kinander, within 30 days of receipt of an invoice therefor, together with proper contractor's sworn statements, partial or final waivers of lien, as may be appropriate, 90 percent of the Kinander-approved construction contractor invoiced amount for labor and acceptable materials incorporated and installed in the Driveway Improvements. The total amount paid in this manner prior to acceptance of the Driveway Improvements by the Commission pursuant to Section 6 of this Agreement, shall not exceed 90% of the Contract Price. Immediately following acceptance of the Driveway Improvements by the Commission pursuant to Section 6 of this Agreement, the Commission shall pay Kinander the balance of the Contract Price, as may be adjusted to reflect any changes in the Driveway Improvements requested by the Commission.

Section 8. Indemnification. Kinander shall indemnify, save harmless, and defend the Commission from all damages, costs, or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the negligence of

Kinander or its authorized agents, servants, employees, or contractors in the installation and construction of the Driveway Improvements before transfer of ownership of such Driveway Improvements pursuant to Section 6 of this Agreement. The Commission shall indemnify, save harmless, and defend Kinander from all damages, costs, or liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the installation and operation of the Driveway Improvements after transfer of ownership of such Driveway Improvements pursuant to Section 6 of this Agreement.

Kinander shall assume all risk and liability for accident and damages that may accrue to persons or property as a result of Kinander's construction, operation, and maintenance of the Encroachments within the Access Easement and the Tank Site No. 1 Property. Kinander shall defend, indemnify, save and hold harmless the Commission from all claims, causes of action, suits, damages, and demands that arise from the negligence of Kinander or its authorized agents, servants, employees, or contractors in the construction, operation, and maintenance of the Encroachments within the Access Easement and the Tank Site No. 1 Property.

Section 9. Reservation of Easement Rights. The Commission shall retain and hereby specifically reserves the right to use or occupy the Access Easement described in, and to the full extent permitted by, the Access Easement Grant, and the rights of Kinander under this Agreement shall be subordinate to the Commission's easement rights.

Section 10. Protection of Commission Property. If Kinander's use of the Access Easement or the Tank Site No. 1 Property, or the Encroachments, conflict or interfere with any use or occupation by the Commission, or the drainage to, from, or within the Tank Site No. 1 Property, or if damages are sustained by the Commission as a result of the Encroachments, Kinander shall take all actions necessary, in accordance with sound engineering practices, to eliminate such conflict or interference with the Commission's use or occupation, or the drainage to, from, or within the Tank Site No. 1 Property, and to repair such damage, at Kinander's sole cost and expense. In the event Kinander fails to perform any such required alteration, relocation, repair, restoration, or removal work within 30 days of a request to do so by the Commission, the Commission may cause such work to be performed at Kinander's sole cost and expense.

Section 11. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

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

By notice complying with the requirements of this Section 11, the Commission and Kinander each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

Section 12. Entire Agreement. This Agreement, including Exhibits A and B, sets forth the entire agreement of the Commission and Kinander with respect to the construction and installation of the Encroachments and the Driveway Improvements and the payment for the Driveway Improvements, and there are no other understandings or agreements, oral or written, between the Commission and Kinander with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

IN WITNESS WHEREOF, the Commission and Kinander have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, as of the date hereinabove first stated.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Kinander Enterprises, LLC

\_\_\_\_\_  
Robert L. Martin  
General Manager  
DuPage Water Commission

## EXHIBIT A



EXHIBIT B

Release of Temporary Construction Easement

RELEASE OF  
TEMPORARY CONSTRUCT EASEMENT  
UNDER

DUPAGE WATER COMMISSION  
STORM WATER FACILITIES EASEMENT AGREEMENT  
DATED DECEMBER 14, 2001, AND RECORDED DECEMBER 31, 2001, AS  
DOCUMENT NO. R2001-290614 IN THE OFFICE OF THE RECORDER OF DEEDS  
OF DUPAGE COUNTY, ILLINOIS

PART OF PERMANENT REAL ESTATE TAX INDEX NO. 02-03-114-005  
222 West Central Avenue, Roselle, Illinois

Prepared by and Mail to:

Maureen A. Crowley  
Staff Attorney  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
(630) 834-0100

DuPAGE WATER COMMISSION  
Release of Temporary Construction Easement

KNOW ALL MEN BY THESE PRESENTS that the DuPage Water Commission, a public corporation, political subdivision, and unit of local government created and existing under the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq. (the "Commission"), and the grantee of a temporary construction easement pursuant to that certain Storm Water Facilities Easement Agreement dated December 14, 2001, and recorded December 31, 2001, as Document No. R2001-290614 in the office of the Recorder of Deeds of DuPage County, Illinois (the "Easement Agreement"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

HEREBY RELEASES all of the estate, right, title, and interest that the Commission may have acquired in, through, or by the aforesaid Easement Agreement, upon, along, and across the temporary construction easement premises described in Exhibit B to the Easement Agreement and described as follows:

A STRIP OF LAND 20.00 FEET IN WIDTH, BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, IN LOT 11, IN FENZ ACRES, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 3 (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) IN TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1945 AS DOCUMENT NUMBER 479248: COMMENCING AT THE NORTHWEST CORNER OF LOT 11 AFORESAID, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 149.53 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, PERPENDICULAR TO SAID WEST LINE, 20.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 20.00 FEET OF LOT 11 AFORESAID, IN DuPAGE COUNTY, ILLINOIS.  
AREA = 400.00 SQUARE FEET OR 0.0092 ACRES.

IN WITNESS WHEREOF, the DuPage Water Commission, as easement grantee, has caused this instrument to be executed in its name by Robert L. Martin, its General Manager, all as of this \_\_\_\_ day of \_\_\_\_\_, 2004.

DUPAGE WATER COMMISSION

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

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert L. Martin, personally known to me to be the General Manager of the DuPage Water Commission, a public corporation, political subdivision and unit of local government under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as General Manager of the DuPage Water Commission, as his free and voluntary act and as the free and voluntary act of said DuPage Water Commission for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_