



# DuPage Water Commission

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

## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, NOVEMBER 11, 2004  
7:30 P.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 October 14, 2004**

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

**RECOMMENDED MOTION: To approve the Minutes of the October 14, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).**

**B. Executive Session Minutes of October 14, 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 October 14, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).**

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

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

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

**V. Committee Reports**

**A. Administration Committee**

**1. Report of 11/11/04 Meeting**

**2. Actions on Items Listed on 11/11/04 Administration Committee Agenda**

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.

## B. Engineering &amp; Construction Committee

1. Report of 11/11/04 Meeting
2. Actions on Items Listed on 11/11/04 Engineering & Construction Committee Agenda

## C. Finance Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 11/11/04 Finance Committee Agenda

## VI. Chairman's Report

Preference for start time for December Commission Meeting

## VII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-65-04: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-2/04)

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

- B. Resolution No. R-68-04: A Resolution Appointing Authorized Broker/Dealers of Securities

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

- C. Resolution No. R-69-04: A Resolution Approving and Authorizing the Execution of an Agreement with the County of DuPage for the Loan of an EMnet Computer Workstation

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

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

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

- A. Resolution No. R-66-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-6/02 at the November 11, 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-70-04: A Resolution Approving and Authorizing the Execution of a Second Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station

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

- C. Resolution No. R-71-04: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and XXX for an Electric Reliability Assessment

(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. Resolution No. R-67-04: A Resolution Canceling Purchase Order No. 8428 in the Amount of \$41,439.00 to U.S. Filter Control Systems, Inc. and Approving in its place Purchase Order No. 8492 in the Amount of \$45,370.00 to B&W Controls Systems Integration, LLC

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

**RECOMMENDED MOTION: To adopt Resolution No. R-67-04: A Resolution Canceling Purchase Order No. 8428 in the Amount of \$41,439.00 to U.S. Filter Control Systems, Inc. and Approving in its place Purchase Order No. 8492 in the Amount of \$45,370.00 to B&W Controls Systems Integration, LLC (Roll Call).**

X. New Business

- A. Purchase Order No. 8468 ("C" Factor Testing)

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

(TO APPROVE: 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 purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 8468 in the amount of \$35,200.00 to Servern Trent Services (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 \$5,759,560.07 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. Settlement Agreement(s)/Authorization to Initiate Litigation Related to Contract TIB-1/03 Utility Conflicts**

(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)

**XV. Adjournment**

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

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, OCTOBER 14, 2004  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 10:05 A.M.

Commissioners in attendance: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Commissioners absent: R. Ferraro

Also in attendance: Treasurer R. Thorn, R. Martin, C. Pattelli, M. Crowley, C. Johnson, R. C. Bostick, E. Kazmierczak, T. McGhee, J. Schori, W. Green (Alvord Burdick & Howson), Barry Moss (Moss and Bloomberg), and K. Godden

**PUBLIC COMMENTS**

Richard Furstenau, Naperville City Councilman, requested that the Commission consider rebating to Commission customers monies allocated to capital improvement projects subsequently terminated by the Board and reducing the rate charged for water to ensure any excess money and/or revenue is returned to the customers rather than being diverted elsewhere.

**APPROVAL OF MINUTES**

Commissioner Hartwig moved to approve the Minutes of the September 9, 2004 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Benson and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Feltes moved to approve the Executive Session Minutes of the September 9, 2004 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER'S REPORT**

Treasurer Thorn presented the Treasurer's Report. The Treasurer's Report for the month of September 2004 showed receipts of \$8,182,769.78, disbursements of \$9,551,276.69, and a cash and investment balance of \$167,565,843.71.

Commissioner Chaplin moved to accept the September 2004 Treasurer's Report. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

## **COMMITTEE REPORTS**

### **Administration Committee** – Report by Commissioner Hartwig

Commissioner Hartwig reported the Administration Committee discussed Ordinance No. O-18-04 allowing electronic meeting participation, did not reach consensus, and suggested that the Board proceed with the vote without a recommendation from the Administration Committee. Commissioner Hartwig concluded his report by noting the Administration Committee reviewed and recommended the approval of Resolution R-59-04 regarding the proposed Annex 2001 Regulations, and, due to the need for clarification by the Staff Attorney who was called away from the Committee meeting, the Administration Committee would continue its discussions concerning means of fostering customer cooperation/collaboration in well maintenance.

### **Engineering Committee** – Report by Commissioner Wilcox

Commissioner Wilcox reported the Engineering Committee reviewed and recommended approval of the various progress payments (partial and final) and the various resolutions listed on the Agenda for the Engineering Committee meeting.

Commissioner Wilcox moved to authorize the General Manager to engage the services of Camp Dresser & McKee/Patrick Engineering, at a cost not to exceed \$100,000, to perform a study on the reliability of the electrical supply system in Illinois and the economics of backup electrical generation. Seconded by Commissioner Benson and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

Absent: R. Ferraro

### **Finance Committee** – Report by Commissioner Poole

Commissioner Poole reported the Finance Committee reviewed the recommended Insurance Renewals and the proposal for Fixed Asset Consulting Services.

Commissioner Poole moved 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 \$700,605.00. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

## Minutes of the 10/14/04 Meeting

Absent: R. Ferraro

Commissioner Poole moved 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. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

Absent: R. Ferraro

Commissioner Poole concluded his report by noting the Finance Committee reviewed and recommended for approval the Accounts Payable and the Incode agreement for financial application software and associated services.

### **CHAIRMAN'S REPORT**

Chairman Vondra confirmed the November 11, 2004 Board Meeting schedule as follows:

6:30 P.M. Committee Meetings (convening in joint session at 7:00 P.M. to discuss Capital Improvement Plan, if needed)

7:30 P.M. Regular Commission Meeting

### **MAJORITY OMNIBUS VOTE AGENDA**

Commissioner Wilcox moved to adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

#### **Majority Omnibus Vote**

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

Absent: R. Ferraro

Item 1: Resolution No. R-57-04: A Resolution Establishing the Mission Statement for the DuPage Water Commission—"Majority Omnibus Vote"

Item 2: Resolution No. R-58-04: A Resolution Releasing Certain C-Factor Executive Session Meeting Minutes—"Majority Omnibus Vote"

## Minutes of the 10/14/04 Meeting

- Item 3: Resolution No. R-59-04: A Resolution Supporting Existing Withdrawal Language in the Proposed Annex 2001 Regulations—"Majority Omnibus Vote"
- Item 4: 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—"Majority Omnibus Vote"
- Item 5: 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—"Majority Omnibus Vote"

### **SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA**

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

#### **Super/Special Majority Omnibus Vote**

- Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.
- Nays: None
- Absent: R. Ferraro
- Item 1: Resolution No. R-54-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the October 14, 2004, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"
- Item 2: 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—"Super/Special Majority Omnibus Vote"
- Item 3: Resolution No. R-56-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation—Plainfield Road—"Super/Special Majority Omnibus Vote"
- Item 4: 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—"Super/Special Majority Omnibus Vote"



## Minutes of the 10/14/04 Meeting

- Item 5: 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—"Super/Special Majority Omnibus Vote"

### **OLD BUSINESS**

Citing Glendale Heights' concerns regarding reliability and differential treatment, Commissioner Wilcox moved to table termination of the design and plan for the Contract TW-3 capital improvement project. Seconded by Commissioner Zeilenga and failed by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: R. Benson, L. Hartwig, G. Mathews, W. Mueller, W. Murphy and A. Poole

Absent: R. Ferraro

General Manager Martin reported that he had already offered to meet with Glendale Heights about the TW-3 project. Warren Green from Alvord, Burdick and Howson (AB&H) stated he agreed with the conclusions of Consoer Townsend Envirodyne (CTE) that TW-3 is not needed.

After Chairman Vondra confirmed that staff will arrange for both engineering firms (AB&H and CTE) to meet to determine why their respective studies regarding the TW-3 project differ, and that the General Manager will re-offer to meet with Glendale Heights, Commissioner Mueller moved to terminate the design and plan for the Contract TW-3 capital improvement project. Seconded by Commissioner Mathews and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### **NEW BUSINESS**

Commissioner Murphy moved to suspend the first reading requirements of the Commissioner'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). Seconded by Commissioner Hartwig. After Commissioner Chaplin's motion to amend Commissioner Murphy's motion to add to the end "if amended to allow the public the right to participate in Commission meetings by teleconference" and Commissioner Hartwig's motion to divide the question failed, Commissioner Murphy's main motion failed by a Roll Call Vote:

Ayes: R. Benson, L. Hartwig, W. Mueller, W. Murphy, A. Poole and J. Vrdolyak

Nays: E. Chaplin, T. Feltes, G. Mathews, G. Wilcox and D. Zeilenga

## Minutes of the 10/14/04 Meeting

Absent: R. Ferraro

Abstain: M. Vondra

Commissioner Mueller then moved to place 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) for approval on First Reading. Seconded by Commissioner Hartwig and failed on a Roll Call Vote:

Ayes: R. Benson, L. Hartwig, W. Mueller, W. Murphy, and A. Poole

Nays: E. Chaplin, T. Feltes, G. Mathews, J. Vrdolyak, G. Wilcox and D. Zeilenga

Absent: R. Ferraro

Abstain: M. Vondra

Commissioner Wilcox moved to approve Purchase Order No. 8428 in the amount of \$41,439.00 to U.S. Filter Control Systems, Inc. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

Absent: R. Ferraro

### **ACCOUNTS PAYABLE**

Chairman Vondra moved to approve the Accounts Payable in the amount of \$5,908,929.40 subject to submission of all contractually required documentation and to require approval by the Board of Commissioners of any documentation submitted by West Shore Pipeline Company before the sum of \$455,300.00 is released to them pursuant to the approval of the Accounts Payable at the September 9, 2004, meeting. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

Absent: R. Ferraro

### **PUBLIC COMMENTS**

None

## Minutes of the 10/14/04 Meeting

Commissioner Wilcox moved for a 10 minute recess at 11:15 A.M. Seconded by Commissioner Mathews and unanimously approved by a Voice Vote.

### **EXECUTIVE SESSION**

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

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra.

Nays: None

Absent: R. Ferraro

The Commission went into Executive Session at 11:25 A.M.

Commissioner Vrdolyak left Executive Session at 11:50 A.M. Commissioner Murphy left Executive Session at 11:55 A.M. Commissioner Mueller left Executive Session at 11:55 A.M. Commissioner Zeilenga left Executive Session at 12:15 P.M.

Commissioner Wilcox moved to come out of Executive Session at 12:25 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox moved to adopt Resolution R-62-04: A Resolution Approving Change Order No. 7 to Contract TIB-1/03 at the October 14, 2004, DuPage Water Commission Meeting subject to the conditions discussed in Executive Session. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, A. Poole and G. Wilcox

Nays: None

Absent: R. Ferraro, W. Mueller, W. Murphy, J. Vrdolyak and D. Zeilenga

Abstain: M. Vondra

Commissioner Wilcox moved to adjourn the meeting at 12:30 P.M. Seconded by Commissioner Mathews and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION  
WATER FUND  
CASH BASIS GENERAL LEDGER  
STATEMENT OF REVENUES & EXPENDITURES  
October 31, 2004

REVENUE	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	0.00	0.00	0.00	145,211,098.56	(145,211,098.56)
WATER SALES	5,753,269.39	6,234,726.87	(481,457.48)	27,416,106.60	29,264,140.90	(1,848,034.30)
SALES TAXES	2,720,872.70	2,654,818.73	66,053.97	16,246,835.24	15,699,302.61	547,532.63
INVESTMENT INCOME (NOTE 1)	268,377.85	732,672.06	(464,294.21)	695,119.16	2,506,010.29	(1,810,891.13)
OTHER INCOME	0.00	75.00	(75.00)	108,896.72	178,169.21	(69,272.49)
<b>TOTAL REVENUE</b>	<b>8,742,519.94</b>	<b>9,622,292.66</b>	<b>(879,772.72)</b>	<b>44,466,957.72</b>	<b>192,858,721.57</b>	<b>(148,391,763.85)</b>
<b>EXPENSES</b>						
PERSONAL SERVICES	208,042.37	318,992.70	(110,950.33)	1,335,294.25	2,803,286.76	(1,467,992.51)
PROFESSIONAL SERVICES	16,916.40	53,242.31	(36,325.91)	143,204.47	236,456.61	(93,252.14)
CONTRACTUAL SERVICES	103,004.00	11,379.61	91,624.39	318,284.15	217,174.62	101,109.53
INSURANCE	0.00	0.00	0.00	27,630.00	275,787.00	(248,157.00)
ADMINISTRATIVE COSTS	8,998.37	8,729.69	268.68	62,901.75	50,265.44	12,636.31
WATER SUPPLY COSTS	3,365,395.74	3,433,602.16	(68,206.42)	20,968,215.85	21,079,355.44	(111,139.59)
BOND PRINCIPAL & INTEREST	0.00	49,557.45	(49,557.45)	16,223,953.78	167,694,628.55	(151,470,674.77)
LAND AND RIGHT OF WAY	0.00	0.00	0.00	500.00	2,995.00	(2,495.00)
CAPITAL OUTLAY	975.75	0.00	975.75	76,501.19	6,452.31	70,048.88
<b>TOTAL OPERATING EXPENSES</b>	<b>3,703,332.63</b>	<b>3,875,503.92</b>	<b>(172,171.29)</b>	<b>39,156,485.44</b>	<b>192,366,401.73</b>	<b>(153,209,916.29)</b>
CONSTRUCTION EXPENDITURES	2,019,705.11	967,312.18	1,052,392.93	8,906,353.09	2,311,200.14	6,595,152.95
TRANSFERS TO OTHER GOVERNMENTS	200,000.00	250,000.00	(50,000.00)	16,250,000.00	15,500,000.00	750,000.00
<b>TOTAL EXPENSES</b>	<b>5,923,037.74</b>	<b>5,092,816.10</b>	<b>830,221.64</b>	<b>64,312,838.53</b>	<b>210,177,601.87</b>	<b>(145,864,763.34)</b>
<b>NET FUND TRANSACTIONS</b>	<b>2,819,482.20</b>	<b>4,529,476.56</b>	<b>(1,709,994.36)</b>	<b>(19,845,880.81)</b>	<b>(17,318,880.30)</b>	<b>(2,527,000.51)</b>
BEGINNING BALANCE				190,231,206.72	203,356,754.24	(13,125,547.52)
ENDING BALANCE				170,385,325.91	186,037,873.94	(15,652,548.03)
<b>FUNDS CONSIST OF:</b>				October 31, 2004	October 31, 2003	INCR. - (DECR.)
PETTY CASH				800.00	500.00	300.00
CASH AT BANK ONE				5,638.67	24,021.21	(18,382.54)
CASH AT OAK BROOK BANK LOCK BOX				1,121,951.60	975,984.82	145,966.78
CASH AT VILLA PARK TRUST & SAVINGS				7,457.05	1,107.97	6,349.08
<b>TOTAL CASH</b>	<b>October 31, 2004</b>	<b>October 31, 2003</b>	<b>% CHANGE</b>	<b>1,135,847.32</b>	<b>1,001,614.00</b>	<b>134,233.32</b>
ILLINOIS FUNDS MONEY MARKET	21.9%	14.4%	70.2%	37,071,433.49	21,783,746.84	15,287,686.65
ILLINOIS FUNDS PRIME FUND	33.4%	9.0%	111.6%	56,491,255.55	26,699,563.43	29,791,692.12
GOVERNMENT MONEY MARKET FUNDS	0.3%	0.0%	405.7%	526,397.51	104,084.95	422,312.56
U. S. TREASURY INVESTMENTS	10.5%	35.7%	-61.4%	17,814,492.04	46,177,697.58	(28,363,205.54)
U. S. AGENCY INVESTMENTS	18.2%	27.4%	-52.7%	30,845,900.00	65,271,167.14	(34,425,267.14)
CERTIFICATES OF DEPOSIT	15.7%	13.5%	6.0%	26,500,000.00	25,000,000.00	1,500,000.00
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-8.5%</b>	<b>169,249,478.59</b>	<b>185,036,259.94</b>	<b>(15,786,781.35)</b>
<b>TOTAL FUNDS</b>				<b>170,385,325.91</b>	<b>186,037,873.94</b>	<b>(15,652,548.03)</b>

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE




# DuPage Water Commission

## MEMORANDUM

TO: Commissioners

COPIES: Chairman Vondra

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

DATE: November 5, 2004

SUBJECT: Preference for December Commission Meeting


At a previous meeting the Commission discussed that due to the holiday season the December Commission meeting will be held in the morning. Chairman Vondra is requesting that at the November 11, 2004 meeting you indicate your preference between the following options:

8:30 AM Committee meetings and 9:00 AM Commission meeting to be completed at approximately 10:00 AM

10:30 AM Committee meetings and 11:00 Commission meeting to be completed at approximately 12:00 noon

DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-2/04)  Resolution No. R-65-04	<b>APPROVAL</b> 	
Account Number: WF-6621 and WF-6633			
<p>The Commission entered into an agreement dated January 29, 2002, with Divane Bros. Electric Company for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-1/02). Contract QRE-1/02 expires December 31, 2004, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-65-04 would authorize the advertisement for bids on Contract QRE-2/04 for quick response electrical work through December 31, 2006, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.</p>			
<b>MOTION:</b> To approve Resolution No. R-65-04.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-65-04

A RESOLUTION DIRECTING ADVERTISEMENT  
FOR BIDS ON A CONTRACT FOR  
QUICK RESPONSE ELECTRICAL WORK  
(Contract QRE-2/04)

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

SECTION ONE:    Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled “Quick Response Electrical Contract — QRE-2/04” (the “Contract”) in accordance with the requirements of 65 ILCS 5/11-135-5.

SECTION TWO:    Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the “Invitation for Bids” attached hereto as Exhibit A and by this reference incorporated herein and made a part hereof.

SECTION THREE:    Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the “General Instructions to Bidders” substantially in the form attached hereto as Exhibit B and by this reference incorporated herein and made a part hereof.

SECTION FOUR:    Awarding of Contracts. The Commission will award one or more Contracts to a bidder or bidders whose proposal is found to be in the best interests of the Commission. The bidder(s) who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

SECTION FIVE:    Approval of Bonds. The approval of contractors' faithful performance bonds shall be subject to the requirements set forth under the subheading "Bonds" in the Invitation for Bids attached hereto as Exhibit A.

SECTION SIX:    Effective Date. 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 A

DuPAGE WATER COMMISSION  
CONTRACT QRE-2/04  
QUICK RESPONSE ELECTRICAL CONTRACT

INVITATION FOR BIDS

1. **Bid Opening**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, December 6, 2004, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Bid Security and Bonds**

(a) **Bid Security.** A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Twenty Five Thousand Dollars (\$25,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds.

(b) **Bonds.** A Performance Bond and a Labor and Material Payment Bond from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide will be required upon award of the Contract to the successful bidder or successful bidders, each in the penal sum of Fifty Thousand Dollars (\$50,000.00).

3. **The Commission and Its Project**

The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission has undertaken a construction project to provide its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan (the "Commission's Project"). The Commission will purchase treated lake water from the City of Chicago, which will deliver the water to the Commission in the City of Chicago, and the water will be transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's Project is included as an Appendix to the Contract Documents. The Work for which the Commission is inviting bids by this Invitation is part of the Commission's Project.

4. **The Work**

A general description of the Work for which the Commission is inviting bids by this Invitation is as follows:

The work consists of furnishing all materials, tools, appliances, methods, labor, equipment, supplies, transportation, services and other items and facilities as needed to perform emergency electrical work related to the Commission's Waterworks System at any time from the date of execution of the Contract Agreement through December 31, 2006. Emergency electrical work includes, without limitation, electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as determined by the Commission in its sole and absolute discretion.

5. **Time of Commencement and Completion**

All Work required by a Work Authorization Order issued in accordance with the Contract Documents shall be commenced within the time set forth in such Work Authorization Order and diligently and continuously prosecuted to completion. The time of beginning, rate of progress and time of completion is of the essence.

6. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein:

- A. the Invitation for Bids;
- B. the General Instructions to Bidders;
- C. the Work Authorization Order(s), if any;
- D. the General Conditions of Contract;
- E. the Specifications, and the Contract Drawings, if any;
- F. the Bidder's Proposal, including the Work History Statement; and
- G. the Contract Agreement.

The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling.

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

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin  
General Manager

EXHIBIT B

## GENERAL INSTRUCTIONS TO BIDDERS

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#### **1. Examination of Contract Documents**

(a) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Bidder's Proposal including the Work History Statement, Contract Agreement, Work Authorization Orders, if any, General Conditions, Specifications, Drawings, if any, and all Addenda thereto, all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(b) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right,

in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(c) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(d) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

## **2. Interpretation of Contract Documents**

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

### 3. **Prevailing Wages**

In accordance with "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 any one Under Contract for Public Works," 820 ILCS 130/1 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

### 4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

All rates and fees stated in proposals shall include any other applicable taxes.

### 5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.



All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) Individuals. Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) Partnerships. Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) Corporations. Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: \_\_\_\_\_." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.
- (d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

## 7. **Bid Security**

(a) **Deficiencies.** Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the Invitation for Bids, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) **Return of Bid Securities.** Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) **Liquidated Damages.** If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

## 8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute bonds in the form included with the Contract Documents upon award of the Contract to the bidder.
- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of forty-five (45) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the forty-five (45) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the forty-fifth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges

that the Commission is subject to the Illinois Freedom of Information Act 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

**13. Qualification of Bidders**

(a) Factors. Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) Most Favorable Bidders. A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

(c) Final Determination. The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

**14. Disqualification of Bidders**

(a) More Than One Proposal. More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) Collusion. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.

If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

## **15. Award of Contract**

(a) Reservation of Rights. The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) Offers. All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within forty-five (45) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the

annulment of any award, that may delay an award or subsequent award beyond the forty-five (45) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

**16. Effective Date of Award**

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

**17. Penalty for Collusion**

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, collided with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

**18. Closing**

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within ten (10) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission

execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

**19. Failure to Close**

(a) Annulment of Award. Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) Subsequent Awards. Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

**20. Time of Starting and Completion**

(a) Commencement. Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) Completion. Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Emergency Work," of the Bidder's Proposal.

(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of a larger project to construct a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County (the "Commission's Project"), that contracts have been or will be let for other portions of the Commission's Project, and that the successful operation of the Commission's Project is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Project cooperate to the end

that the Commission's Project will be brought to a successful conclusion as rapidly as possible, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

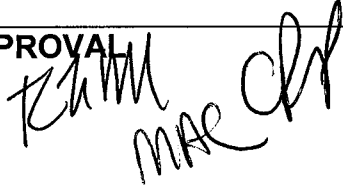
21. **Non-Discrimination**

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq., and the provisions of 775 ILCS 10/1 et seq. as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part hereof.



DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b> Finance
<b>ITEM</b> A Resolution Appointing Authorized Broker/Dealers of Securities  Resolution No. R-68-04	<b>APPROVAL</b> 
Account Number: N/A  The broker/dealer list has been updated to reflect name changes of companies the Commission utilizes as its authorized dealers. This resolution authorizes these name changes.	
<b>MOTION:</b> To approve Resolution No. R-68-04.	

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-68-04

**A RESOLUTION APPOINTING AUTHORIZED  
BROKER/DEALERS OF SECURITIES**

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

SECTION ONE: RBC Dain Rauscher ("RBC"), William Blair & Co. ("WB&C"), ABN AMRO Financial Services, Inc. ("AAFS"), Credit Suisse First Boston ("CSFB"), and JP Morgan Securities, Inc. ("JPM") shall be, and they hereby are, authorized, in the name of the DuPage Water Commission (the "Commission") and at the risk of and for the benefit of the Commission, to purchase, sell, trade in, clear, transfer, pledge or otherwise acquire, retain or dispose of, and generally deal in and with, securities and any other instruments available through RBC, WB&C, AAFS, CSFB and JPM, and the income and proceeds thereof, whether for immediate or future delivery, however traded and in whatever currency (the "Instruments"), pursuant to any written, oral, telephonic or electronic instructions received from the Commission pursuant to Section Two hereof.

SECTION TWO: The Treasurer, Finance Committee Chairman or Chairman of the Commission (each an "Authorizing Officer"), acting individually, shall be, and they hereby are, authorized and directed on behalf of the Commission:

- (i) to designate, in writing, at any time and from time to time, officers (including themselves), agents and employees of the Commission (each a "Designated Person"), each of whom, on behalf of the Commission, shall be authorized to enter into Instruments and any related agreements with RBC, WB&C, AAFS, CSFB and JPM in accordance with this Resolution, upon such terms and conditions which any Designated Person may deem advisable and, without limiting the generality of the foregoing, to purchase or sell Instruments, through RBC, WB&C, AAFS, CSFB and JPM, either as agent, principal or otherwise, for immediate or future delivery, and receive,

receipt for and sign orders and issue written, telephonic, electronic or oral instructions for the purchase, handling, transfer, registration, sale, substitution, exchange and delivery of any Instruments, funds or other property held by or purchased or sold through RBC, WB&C, AAFS, CSFB and JPM in the name of the Commission in accordance with this Resolution; such substitutions, exchanges, and deliveries, whether subject to payment or not, may also be made by the bearer of any order, receipt, or request so signed; and

- (ii) to amend, revoke or terminate any designation made pursuant to the authority contained in this Section Two.

SECTION THREE: RBC, WB&C, AAFS, CSFB and JPM shall be, and hereby are, authorized and directed to honor any written, oral, telephonic or electronic instructions received from the Commission pursuant to Section Two hereof.

SECTION FOUR: RBC, WB&C, AAFS, CSFB and JPM, pursuant to any written, oral, telephonic or electronic instructions from a Designated Person regarding any Commission bank account ("Account") with the financial institution that has been designated by the Board of Commissioners of the DuPage Water Commission, by resolution duly adopted and in full force and effect, as the authorized custodian of Commission investments and collateral pledged to the Commission (the "Custodial Bank"), shall be, and hereby are, authorized and directed to instruct the Custodial Bank to debit or credit funds from or to an Account in accordance with the instructions from the Designated Person.

RBC, WB&C, AAFS, CSFB and JPM, pursuant to any written, oral, telephonic or electronic instructions from a Designated Person regarding any Commission custody account with the Custodial Bank ("Custody Account") shall be, and they hereby are, authorized and directed to instruct the Custodial Bank to deliver securities and monies as part of a delivery against payment transaction and to deliver to the Custodial Bank with

such instruction a copy of the confirmation of the related transaction in accordance with the instructions from the Designated Person.

SECTION FIVE: The Custodial Bank shall be, and hereby is, authorized and directed to (i) debit or credit funds from or to an Account, (ii) accept securities for deposit in a Custody Account, and (iii) act in accordance with instructions given by RBC, WB&C, AAFS, CSFB and JPM pursuant to the provisions of Section Four hereof, provided, however, that the Custodial Bank shall have first received corroborating written, telephonic, electronic or oral instruction from the Designated Person.

SECTION SIX: Resolution Nos. R-25-98 and R-8-99 shall be, and they hereby are, repealed in their entirety and shall be of no further force or effect.

SECTION SEVEN: This Resolution shall be in full force and effect from and after November 11, 2004.

AYES:

NAYS:

ABSENT:

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

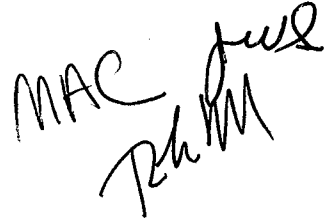
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of an Agreement with the County of DuPage for the Loan of an EMnet Computer Workstation  Resolution No. R-69-04	<b>APPROVAL</b>	
<p>Account Number: WF-6951</p> <p>The DuPage County Office of Homeland Security and Emergency Management has developed a DuPage County Disaster Management Information System. Participants in the System receive warnings and official bulletins from the County Emergency Operations Center (EOC), State EOC and federal agencies, such as weather warnings and alerts from the National Weather Service. In order to participate in the System, the Commission needs an EMnet Workstation. The EMnet Workstation links the Commission with the County EOC, as well as state and federal governments, and provides a means of rapidly disseminating general and emergency information. Approval and execution of the Loan Agreement attached to Resolution No. R-69-04 would allow the Commission to participate in the System.</p> <p>Pursuant to the Agreement, the County will be responsible for paying annual data charges and the Commission agrees to maintain, repair and replace the EMnet Workstation. The lease is for an indefinite term but, upon termination, the Commission must return the EMnet Workstation to the County in the same condition as received. In addition, by entering into the Agreement, the Commission will be releasing the County from any responsibility or liability arising out of the use of the EMnet Workstation.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-69-04.</p>			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-69-04

A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT WITH THE COUNTY OF DuPAGE  
FOR THE LOAN OF AN EMNET COMPUTER WORKSTATION

WHEREAS, the DuPage County Office of Homeland Security and Emergency Management has developed a DuPage County Disaster Management Information System; and

WHEREAS, participants in the System receive warnings and official bulletins from the County Emergency Operations Center (EOC), State EOC and federal agencies, such as weather warnings and alerts from the National Weather Service; and

WHEREAS, in order to participate in the System, the Commission needs to lease an EMnet Workstation from the County of DuPage; and

WHEREAS, the EMnet Workstation links the Commission with the County EOC, as well as state and federal governments; and

WHEREAS, the EMnet Workstation provides a means of rapidly disseminating general and emergency information;

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 Agreement for Loan of County Property attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A shall be and it hereby is approved (the "Agreement"), and the General Manager of the DuPage

Resolution No. R-69-04

Water Commission shall be and hereby is authorized and directed to execute the Agreement.

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 A



**DU PAGE COUNTY  
OFFICE OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT**

136 NORTH COUNTY FARM ROAD  
WHEATON, ILLINOIS 60187  
(630) 682-7925

**AGREEMENT FOR LOAN OF COUNTY PROPERTY**

<b>EQUIPMENT DESCRIPTION:</b> <i>EMNET COMPUTER WORKSTATION</i>		
<b>SERIAL #45-494-365-035</b>	<b>INVENTORY #</b>	<b>LICENSE #</b>
<b>REQUESTING AGENCY:</b> DuPage County Water Commission		
<b>CONTACT PERSON:</b> John Schori		
<b>CONTACT'S PHONE:</b> (630) 834-0100		
<b>ISSUE DATE:</b> <i>September 28, 2004</i>		<b>RETURN DATE:</b> <i>PERMANENT LOAN NO RETURN</i>

**EQUIPMENT LOAN POLICY**

Loaned equipment and / or materials, described above, is property of the DuPage County Office of Homeland Security and Emergency Management, and ownership will be retained by that agency at all times.

The borrower agrees to return the equipment to the DuPage County Office of Homeland Security and Emergency Management, on or before the return date listed above, in the same condition as received. Any damage to the equipment will be reported immediately. Repair and / or replacement costs(s) for equipment damaged due to misuse or negligence will become the responsibility of the borrower.

Neither the County of DuPage, or the DuPage County Office of Homeland Security and Emergency Management, will be held responsible for any injury or damage that results from the use of this equipment by personnel not affiliated with the Office of Homeland Security and Emergency Management. Responsibility for the safe use of the equipment listed hereon rests with the requesting agency identified above. The borrower indicates, by the signature below, that he / she is familiar with the safe operation of the equipment, and assumes total responsibility for the operation of said equipment.

**See Reverse Side For Special Conditions**

**SPECIAL CONDITIONS, AS LISTED BELOW:**

1. The equipment provided includes:
  - a. 1 – Satellite dish, with mount
  - b. 1 – Data receiver
  - c. 1 – Dell desktop computer with Windows XP, EMnet, and Real EMWIN software installed
  - d. 1 set - Remote speakers
2. The equipment provided will be installed in a location to ensure 24 hour per day operation. Installation of the computer and user provided printer will be in a location that will ensure adequate security necessary to meet the Department of Homeland Security directive entitled "*Safeguarding Sensitive But Unclassified (FOUO) Information*" (copy attached)
3. The requesting agency will not make any changes to the desktop, including adding programs, icons, or wallpaper. The requesting agency will not add or delete any programs to the EMnet computer system nor add any DOS level, Windows login, network login password or create any sub-user names in Windows XP. Within the EMNET program no changes will be made to the Administrator log-in password without approval of the DuPage County Office of Homeland Security and Emergency Management. Users are reminded that this system is remotely administered and time synchronized via the EMnet server. Changes at a local level will interrupt this communications protocol and potentially prevent the receipt of data or system updates.
4. Due to County requirements on the accountability of capital equipment, the equipment provided will remain the property of DuPage County, however it will be assigned on a permanent loan basis to the requesting agency as listed on page 1 of this document.

<b>BORROWER'S SIGNATURE:</b>	<b>DATE:</b>
<b>ISSUED BY:</b>	<b>DATE:</b>
<b>CHECKED IN BY</b>	<b>DATE:</b>



# SAFEGUARDING SENSITIVE BUT UNCLASSIFIED (FOR OFFICIAL USE ONLY) INFORMATION

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## 1. Purpose

This directive establishes Department of Homeland Security (DHS) policy regarding the identification and safeguarding of sensitive but unclassified information originated within DHS. It also applies to other sensitive but unclassified information received by DHS from other government and non-governmental activities.

## 2. Scope

This directive is applicable to all DHS Headquarters, components, organizational elements, contractors, consultants, and others to whom access to information covered by this directive is granted.

## 3. Authorities

Homeland Security Act of 2002.

## 4. Definitions

**Access:** The ability or opportunity to gain knowledge of information.

**For Official Use Only (FOUO):** The term used within DHS to identify unclassified information of a sensitive nature, not otherwise categorized by statute or regulation, the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national interest. Information impacting the National Security of the United States and classified Confidential, Secret, or Top Secret under Executive Order 12958, "Classified National Security Information," as amended, or its predecessor or successor orders, is not to be considered FOUO. FOUO is not to be considered classified information.

**Need-to-know:** The determination made by an authorized holder of information that a prospective recipient requires access to specific information in order to perform or assist in a lawful and authorized governmental function, i.e., access is required for the performance of official duties.

**Organizational Element:** As used in this directive, organizational element is as defined in DHS MD Number 0010.1, Management Directive System and DHS Announcements.

**Protected Critical Infrastructure Information (PCII):** Critical infrastructure information (CII) is defined in 6 U.S.C. 131(3) (Section 212(3) of the Homeland Security Act). Critical infrastructure information means information not customarily in the public domain and related to the security of critical infrastructure or protected systems. Protected Critical Infrastructure Information is a subset of CII that is voluntarily submitted to the Federal Government and for which protection is requested under the PCII program by the requester.

**Sensitive Security Information (SSI):** Sensitive security information (SSI) is defined in 49 C.F.R. Part 1520. SSI is a specific category of information that requires protection against disclosure. 49 U.S.C. 40119 limits the disclosure of information obtained or developed in carrying out certain security or research and development activities to the extent that it has been determined that disclosure of the information would be an unwarranted invasion of personal privacy; reveal a trade secret or privileged or confidential commercial or financial information; or be detrimental to the safety of passengers in transportation.

## **5. Responsibilities**

### **A. The DHS Office of Security will:**

1. Be responsible for practical application of all aspects of the program to protect FOUO.
2. Promulgate Department-wide policy guidance.

### **B. Heads of DHS Organizational Elements will:**

1. Ensure compliance with the standards for safeguarding sensitive but unclassified information as cited in this directive.
2. Designate an official to serve as a Security Officer or Security Liaison.

### **C. The organizational element's Security Officer/Security Liaison will:**

Be responsible for implementation and oversight of the FOUO information protection program and will serve as liaison between the DHS Office of Security and other organizational security officers.

### **D. DHS employees, contractors, consultants and others to whom access is granted will:**

1. Be aware of and comply with the safeguarding requirements for FOUO information as outlined in this directive.
2. Be aware that divulging information without proper authority could result in administrative or disciplinary action.
3. Execute a DHS Form 11000-6, Sensitive But Unclassified Information Non-Disclosure Agreement (NdA), upon initial assignment to DHS. Other individuals not assigned to or contractually obligated to DHS, but to whom access to information will be granted, may be requested to execute an NdA as determined by the program manager to which they will have access.

### **E. Supervisors and managers will:**

1. Ensure that an adequate level of education and awareness is established and maintained that serves to emphasize safeguarding and prevent unauthorized disclosure of FOUO information.
2. Take appropriate corrective actions, to include administrative or disciplinary action as appropriate, when violations occur.

## 6. Policy and Procedures

### A. General

1. The Computer Security Act of 1987, Public Law 100-235, defines "sensitive information" as "any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act) but which has not been specifically authorized under criteria established by an executive order or an act of Congress to be kept secret in the interest of national defense or foreign policy." However, with the exception of certain types of information protected by statute, specific, standard criteria and terminology defining the types of information warranting designation as "sensitive information" does not exist within the Federal government. Such designations are left to the discretion of each individual agency.

2. Within the "sensitive but unclassified" arena, in addition to the various categories of information specifically described and protected by statute or regulation, e.g., Tax Return Information, Privacy Act Information, Sensitive Security Information (SSI), Critical Infrastructure Information (CII), Grand Jury Information, etc. There are numerous additional caveats used by various agencies to identify unclassified information as sensitive, e.g., For Official Use Only; Law Enforcement Sensitive; Official Use Only; Limited Official Use; etc. Regardless of the caveat used to identify it, however, the reason for the designation does not change. Information is designated as sensitive to control and restrict access to certain information, the release of which could cause harm to a person's privacy or welfare, adversely impact economic or industrial institutions, or compromise programs or operations essential to the safeguarding of our national interests.

3. Designation of information as FOUO is not a vehicle for concealing government negligence, ineptitude, illegalities, or other disreputable circumstances embarrassing to a government agency.

4. Information designated as FOUO is not automatically exempt from disclosure under the provisions of the Freedom of Information Act, 5 U.S.C. 552, (FOIA). Information requested by the public under a FOIA request must still be reviewed on a case-by-case basis.

### B. For Official Use Only

Within DHS, the caveat "FOR OFFICIAL USE ONLY" will be used to identify sensitive but unclassified information within the DHS community that is not otherwise specifically described and governed by statute or regulation. The use of these and other approved caveats will be governed by the statutes and regulations issued for the applicable category of information.

### C. Information Designated as FOUO

1. The following types of information will be treated as FOUO information. Where information cited below also meets the standards for designation pursuant to other existing statutes or regulations, the applicable statutory or regulatory guidance will take precedence. For example, should information meet the standards for designation as Sensitive Security Information (SSI), then SSI guidance for marking, handling, and safeguarding will take precedence.

(a) Information of the type that may be exempt from disclosure per 5 U.S.C. 552, Freedom of Information Act, and its amendments. Designation of information as FOUO does not imply that the information is already exempt from disclosure under

FOIA. Requests under FOIA, for information designated as FOUO, will be reviewed and processed in the same manner as any other FOIA request.

(b) Information exempt from disclosure per 5 U.S.C. 552a, Privacy Act.

(c) Information within the international and domestic banking and financial communities protected by statute, treaty, or other agreements.

(d) Other international and domestic information protected by statute, treaty, regulation or other agreements.

(e) Information that could be sold for profit.

(f) Information that could result in physical risk to personnel.

(g) DHS information technology (IT) internal systems data revealing infrastructure used for servers, desktops, and networks; applications name, version and release; switching, router, and gateway information; interconnections and access methods; mission or business use/need. Examples of information are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 12958, as amended, will be classified as appropriate.

(h) Systems security data revealing the security posture of the system. For example, threat assessments, system security plans, contingency plans, risk management plans, Business Impact Analysis studies, and Certification and Accreditation documentation.

(i) Reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities, whether to persons, systems, or facilities, not otherwise eligible for classification under Executive Order 12958, as amended.

(j) Information that could constitute an indicator of U.S. government intentions, capabilities, operations, or activities or otherwise threaten operations security.

(k) Developing or current technology, the release of which could hinder the objectives of DHS, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system.

2. Other government agencies and international organizations may use different terminology to identify sensitive information, such as "Limited Official Use (LOU)," and "Official Use Only (OUO)." In most instances the safeguarding requirements for this type of information are equivalent to FOUO. However, other agencies and international organizations may have additional requirements concerning the safeguarding of sensitive information. Follow the safeguarding guidance provided by the other agency or organization. Should there be no such guidance, the information will be safeguarded in accordance with the requirements for FOUO as provided in this manual. Should the additional guidance be less restrictive than in this directive, the information will be safeguarded in accordance with this directive.

#### D. Designation Authority

Any DHS employee, detailee, or contractor can designate information falling within one or more of the categories cited in section 6, paragraph C, as FOUO. Officials occupying

supervisory or managerial positions are authorized to designate other information, not listed above and originating under their jurisdiction, as FOUO.

#### E. Duration of Designation

Information designated as FOUO will retain its designation until determined otherwise by the originator or a supervisory or management official having program management responsibility over the originator and/or the information.

#### F. Marking

1. Information designated as FOUO will be sufficiently marked so that persons having access to it are aware of its sensitivity and protection requirements. The lack of FOUO markings on materials does not relieve the holder from safeguarding responsibilities. Where the FOUO marking is not present on materials known by the holder to be FOUO, the holder of the material will protect it as FOUO. Other sensitive information protected by statute or regulation, e.g., PCH and SSI, etc., will be marked in accordance with the applicable guidance for that type of information. Information marked in accordance with the guidance provided for the type of information need not be additionally marked FOUO.

(a) Prominently mark the bottom of the front cover, first page, title page, back cover and each individual page containing FOUO information with the caveat "FOR OFFICIAL USE ONLY."

(b) Materials containing specific types of FOUO may be further marked with the applicable caveat, e.g., "LAW ENFORCEMENT SENSITIVE," in order to alert the reader of the type of information conveyed. Where the sensitivity of the information warrants additional access and dissemination restrictions, the originator may cite additional access and dissemination restrictions. For example:

***WARNING:** This document is FOR OFFICIAL USE ONLY (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information. This information shall not be distributed beyond the original addressees without prior authorization of the originator.*

(c) Materials being transmitted to recipients outside of DHS, for example, other federal agencies, state or local officials, etc. who may not be aware of what the FOUO caveat represents, shall include the following additional notice:

***WARNING:** This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official.*

(d) Computer storage media, i.e., disks, tapes, removable drives, etc., containing FOUO information will be marked "FOR OFFICIAL USE ONLY."

(e) Portions of a classified document, i.e., subjects, titles, paragraphs, and subparagraphs that contain only FOUO information will be marked with the abbreviation (FOUO).

(f) Individual portion markings on a document that contains no other designation are not required.

(g) Designator or originator information and markings, downgrading instructions, and date/event markings are not required.

#### G. General Handling Procedures

Although FOUO is the DHS standard caveat for identifying sensitive unclassified information, some types of FOUO information may be more sensitive than others and thus warrant additional safeguarding measures beyond the minimum requirements established in this manual. For example, certain types of information may be considered extremely sensitive based on the repercussions that could result should the information be released or compromised. Such repercussions could be the loss of life or compromise of an informant or operation. Additional control requirements may be added as necessary to afford appropriate protection to the information. DHS employees, contractors, and detailees must use sound judgment coupled with an evaluation of the risks, vulnerabilities, and the potential damage to personnel or property as the basis for determining the need for safeguards in excess of the minimum requirements and protect the information accordingly.

1. When removed from an authorized storage location (see section 6.1) and persons without a need-to-know are present, or where casual observation would reveal FOUO information to unauthorized persons, a "FOR OFFICIAL IJSE ONLY" cover sheet (Enclosure 1) will be used to prevent unauthorized or inadvertent disclosure.
2. When forwarding FOUO information, a FOUO cover sheet should be placed on top of the transmittal letter, memorandum or document.
3. When receiving FOUO equivalent information from another government agency, handle in accordance with the guidance provided by the other government agency. Where no guidance is provided, handle in accordance with the requirements of this directive.

#### H. Dissemination and Access

1. FOUO information will not be disseminated in any manner - orally, visually, or electronically - to unauthorized personnel.
2. Access to FOUO information is based on "need-to-know" as determined by the holder of the information. Where there is uncertainty as to a person's need-to-know, the holder of the information will request dissemination instructions from their next-level supervisor or the information's originator.
3. The holder of the information will comply with any access and dissemination restrictions.
4. A security clearance is not required for access to FOUO information.
5. When discussing or transferring FOUO information to another individual(s), ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid need-to-know, and that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise obtaining the information.



6. FOUO information may be shared with other agencies, federal, state, tribal, or local government and law enforcement officials, provided a specific need-to-know has been established and the information is shared in furtherance of a coordinated and official governmental activity. Where FOUO information is requested by an official of another agency and there is no coordinated or other official governmental activity, a written request will be made from the requesting agency to the applicable DHS program office providing the name(s) of personnel for whom access is requested, the specific information to which access is requested, and basis for need-to-know. The DHS program office shall then determine if it is appropriate to release the information to the other agency official. (see section 6.F for marking requirements)

7. Other sensitive information protected by statute or regulation, i.e., Privacy Act, CII, SSI, Grand Jury, etc., will be controlled and disseminated in accordance with the applicable guidance for that type of information.

8. If the information requested or to be discussed belongs to another agency or organization, comply with that agency's policy concerning third party discussion and dissemination.

9. When discussing FOUO information over a telephone, the use of a STU III (Secure Telephone Unit), or Secure Telephone Equipment (STE), is encouraged, but not required.

#### I. Storage

1. When unattended, FOUO materials will, at a minimum, be stored in a locked file cabinet, locked desk drawer, a locked overhead storage compartment such as a systems furniture credenza, or similar locked compartment. Materials can also be stored in a room or area that has sufficient physical access control measures to afford adequate protection and prevent unauthorized access by members of the public, visitors, or other persons without a need-to-know, such as a locked room, or an area where access is controlled by a guard, cipher lock, or card reader.

2. FOUO information will not be stored in the same container used for the storage of classified information unless there is a correlation between the information. When FOUO materials are stored in the same container used for the storage of classified materials, they will be segregated from the classified materials to the extent possible, i.e. separate folders, separate drawers, etc.

3. IT systems that store FOUO information will be certified and accredited for operation in accordance with federal and DHS standards. Consult the DHS Information Technology Security Program Handbook for Sensitive Systems, Publication 4300A, for more detailed information.

4. Laptop computers and other media containing FOUO information will be stored and protected to prevent loss, theft, unauthorized access and unauthorized disclosure. Storage and control will be in accordance with DHS Information Technology Security Program Handbook for Sensitive Systems, Publication 4300A.

#### J. Transmission

1. Transmission of hard copy FOUO within the U.S. and its Territories:

(a) Material will be placed in a single opaque envelope or container and sufficiently sealed to prevent inadvertent opening and to show evidence of tampering. The envelope or container will bear the complete name and address of the sender and

addressee, to include program office and the name of the intended recipient (if known).

(b) FOUO materials may be mailed by U.S. Postal Service First Class Mail or an accountable commercial delivery service such as Federal Express or United Parcel Service.

(c) FOUO materials may be entered into an inter-office mail system provided it is afforded sufficient protection to prevent unauthorized access, e.g., sealed envelope.

2. Transmission to Overseas Offices: When an overseas office is serviced by a military postal facility, i.e., APO/FPO, FOUO may be transmitted directly to the office. Where the overseas office is not serviced by a military postal facility, the materials will be sent through the Department of State, Diplomatic Courier.

### 3. Electronic Transmission.

(a) Transmittal via Fax. Unless otherwise restricted by the originator, FOUO information may be sent via nonsecure fax. However, the use of a secure fax machine is highly encouraged. Where a nonsecure fax is used, the sender will coordinate with the recipient to ensure that the materials faxed will not be left unattended or subjected to possible unauthorized disclosure on the receiving end. The holder of the material will comply with any access, dissemination, and transmittal restrictions cited on the material or verbally communicated by the originator.

#### (b) Transmittal via E-Mail

(i) FOUO information transmitted via email should be protected by encryption or transmitted within secure communications systems. When this is impractical or unavailable, FOUO may be transmitted over regular email channels. For added security, when transmitting FOUO over a regular email channel, the information can be included as a password protected attachment with the password provided under separate cover. Recipients of FOUO information will comply with any email restrictions imposed by the originator.

(ii) Per DHS MD 4300, DHS Sensitive Systems Handbook, due to inherent vulnerabilities, FOUO information shall not be sent to personal email accounts.

#### (c) DHS Internet/Intranet

(i) FOUO information will not be posted on a DHS or any other internet (public) website.

(ii) FOUO information may be posted on the DHS intranet or other government controlled or sponsored protected encrypted data networks, such as the Homeland Security Information Network (HSIN). However, the official authorized to post the information should be aware that access to the information is open to all personnel who have been granted access to that particular intranet site. The official must determine the nature of the information is such that need-to-know applies to all personnel; the benefits of posting the information outweigh the risk of potential compromise; the

information posted is prominently marked as FOR OFFICIAL USE ONLY; and information posted does not violate any provisions of the Privacy Act.

#### K. Destruction

1. FOUO material will be destroyed when no longer needed. Destruction may be accomplished by:

(a) "Hard Copy" materials will be destroyed by shredding, burning, pulping, pulverizing, such as to assure destruction beyond recognition and reconstruction. After destruction, materials may be disposed of with normal waste.

(b) Electronic storage media shall be sanitized appropriately by overwriting or degaussing. Contact local IT security personnel for additional guidance.

(c) Paper products containing FOUO information will not be disposed of in regular trash or recycling receptacles unless the materials have first been destroyed as specified above.

#### L. Incident Reporting

1. The loss, compromise, suspected compromise, or unauthorized disclosure of FOUO information will be reported. Incidents involving FOUO in DHS IT systems will be reported to the organizational element Computer Security Incident Response Center in accordance with IT incident reporting requirements.

2. Suspicious or inappropriate requests for information by any means, e.g., email or verbal, shall be report to the DHS Office of Security.

3. Employees or contractors who observe or become aware of the loss, compromise, suspected compromise, or unauthorized disclosure of FOUO information will report it immediately, but not later than the next duty day, to the originator and the local Security Official.

4. Additional notifications to appropriate DHS management personnel will be made without delay when the disclosure or compromise could result in physical harm to an individual(s) or the compromise of a planned or on-going operation.

5. At the request of the originator, an inquiry will be conducted by the local security official or other designee to determine the cause and affect of the incident and the appropriateness of administrative or disciplinary action against the offender.

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# **Department of Homeland Security**

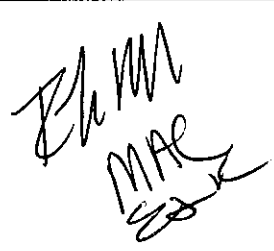
## **FOR OFFICIAL USE ONLY**

**THE ATTACHED MATERIALS CONTAIN DEPARTMENT OF HOMELAND SECURITY INFORMATION THAT IS "FOR OFFICIAL USE ONLY" OR OTHER TYPES OF SENSITIVE BUT UNCLASSIFIED INFORMATION REQUIRING PROTECTION AGAINST UNAUTHORIZED DISCLOSURE. THE ATTACHED MATERIALS WILL BE HANDLED AND SAFETGUARDED IN ACCORDANCE WITH DHS MANAGEMENT DIRECTIVES GOVERNING PROTECTION AND DISSEMINATION OF SUCH INFORMATION.**

**AT A MINIMUM, THE ATTACHED MATERIALS WILL BE DISSEMINATED ONLY ON A "NEED-TO-KNOW" BASIS AND WHEN UNATTENDED, WILL BE STORED IN A LOCKED CONTAINER OR AREA OFFERING SUFFICIENT PROTECTION AGAINST THEFT, COMPROMISE, INADVERTENT ACCESS AND UNAUTHORIZED DISCLOSURE.**

DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-6/02 at the November 11, 2004, DuPage Water Commission Meeting  Resolution No. R-66-04	<b>APPROVAL</b>	
<p>Account Number: WF-6631</p> <p>The Commission entered into certain agreements dated October 8, 2002, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-66-04 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p><b>Work Authorization Order No. 013:</b> This work authorization order is for the repair of a leak located within the inlet header system to Meter Station 1B in the Village of Addison. The cost of this work is not yet known.</p> <p><b>Work Authorization Order No. 014:</b> This work authorization order is for the installation of CP test stations at 19 separate locations as detailed in the attachment to the order. This work is necessary in order to continue with the collection of field data required for the performance of the corrosion study of Commission facilities under Contract CP-3. The cost of this work is not yet known.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-66-04.</p>			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-66-04

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-6/02  
AT THE NOVEMBER 11, 2004, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated October 8, 2002 with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-6/02"); and

WHEREAS, Contract QR-6/02 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform emergency construction work, including, without limitation, construction, alteration and repair, related to the Commission's Waterworks System as needed through the issuance of Work Authorization Orders; and

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

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



## Exhibit 1

CONTRACT QR-6/02  
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-6.03 : QUICK RESPONSE CONTRACT

LOCATION:

METER STATION 1B - VILLAGE OF ADDISON

CONTRACTOR:

ROSSI CONTRACTORS INC.

DESCRIPTION OF WORK:

EXCAVATE, IDENTIFY & REPAIR SOURCE OF LEAK IN  
INLET HEADER SYSTEM

REASON FOR WORK:

LEAK IN HEADER SYSTEM

MINIMUM RESPONSE TIME:

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

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

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SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

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DU PAGE WATER COMMISSION

By: Robert H. Martin  
Signature of Authorized  
Representative

DATE: 10/21/04

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: [Signature]  
Signature of Authorized  
Representative

DATE: 10-26-04

CONTRACT QR-6/02  
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-6.14 : QUICK RESPONSE CONTRACT

LOCATION:

VARIOUS LOCATIONS - SEE ATTACHMENT

CONTRACTOR:

ROSSI CONTRACTORS INC.

DESCRIPTION OF WORK:

INSTALLATION OF C.P. TEST STATIONS

REASON FOR WORK:

THIS WORK IS NECESSARY IN ORDER TO CONTINUE WITH  
DATA COLLECTION AS REQUIRED UNDER CONTRACT C.P. 3

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [x] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: Robert H. Masten  
Signature of Authorized  
Representative

DATE: 10/28/04

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: \_\_\_\_\_  
Signature of Authorized  
Representative

DATE: \_\_\_\_\_

## CP TEST STATION REPLACEMENT LIST

### **Outer Belt Feeder Main:**

- 1.) 92+78 Schick Rd.
- 2.) 92+90 Schick Rd.
- 3.) 123+00\* Gary Ave.
- 4.) 15+35 North Ave. to Randy Ave.
- 5.) 17+75\* South Side of North Ave. & Kuhn Rd.
- 6.) 19+75\* North Side of North Ave. & Kuhn Rd.
- 7.) 29+50\* 300' East of Elm & Lorraine Rd.
- 8.) 33+50\* 900' West of Wilson Ave.
- 9.) 70+95 Yender Rd. & North Side of I-88
- 10.) 74+30 Yender Rd. & South Side of I-88
- 11.) 37+00\* Warrenville Rd. 500' East of T.S. 3
- 12.) 71+15 Warrenville Rd. 900' East of Washington St.
- 13.) 122+35 Warrenville Rd. Lorraine Rd.
- 14.) 137+10 Warrenville Rd. 800' West at Elizabeth Ave.
- 15.) 180+64\* East Side of DuPage River West of Bike Path

## CP Test Station Replacement List

### **South Feeder Main:**

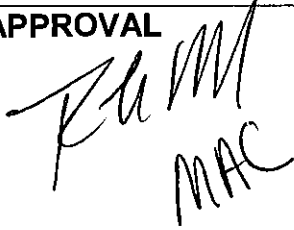
- 16.) 0+05      Maple Street & Rt. 83
- 17.) 21+75      On 75 St. 1025' East of Modaff Rd.
- 18.) 86+80      On 75 St. and Plainfield & Naperville Rd.
- 19.) 120+00\*    South of River Rd. in field

**\* Site may vary by 100'**

Pipeline/Forms/CP Test Station Replacement List.doc

DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	<p>A Resolution Approving and Authorizing the Execution of a Second Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station</p> <p>Resolution No. R-70-04</p>	<b>APPROVAL</b>	
<p>Account Number: WF-7912</p> <p>The Commission retained Camp Dresser &amp; McKee Inc. (CDM) to evaluate and design new electrical generation facilities at the DuPage Pump Station. At the October 14<sup>th</sup> meeting, the Board directed staff to hire CDM to perform a Commonwealth Edison Electrical Transmission and Distribution System reliability study. However, to eliminate any criticism of bias, the study should be performed by an independent firm. Thus, Resolution No. R-70-04 would approve an amendment to the existing agreement with CDM to add, at a cost not-to-exceed \$44,490.00, a benchmarking evaluation by CDM and CDM's assistance with a power reliability assessment to be performed by an independent firm.</p> <p>The benchmarking evaluation will identify how the Commission's facilities compare to the facilities of other water utilities similar in mission to the Commission with respect to electrical reliability and on-site power generation. Also included in the evaluation will be the economic benefits of constructing electrical generation at the Lexington and DuPage Pumping Stations as directed by the Board.</p> <p>In connection with the power reliability assessment to be performed by an independent firm, CDM will assist the Commission in preparing a Request for Proposals, in identifying qualified firms that perform electric supply industry analyses as a regular service, in evaluating the proposals received, and in conducting a peer review of the power reliability assessment that is ultimately received.</p> <p>Another action related to this Request is Resolution No. R-71-04: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and XXX for an Electric Reliability Assessment, authorizing the performance of the power reliability assessment by an independent firm.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-70-04.</p>			



## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-70-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A SECOND AMENDMENT TO THE CONTRACT FOR EVALUATION, DESIGN, AND  
BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES  
AT THE DuPAGE PUMP STATION

WHEREAS, the DuPage Water Commission (the "Commission") and Camp Dresser & McKee Inc. ("Consultant") previously entered into a certain "Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station," dated as of the 10<sup>th</sup> day November, 2003, and approved pursuant to Resolution No. R-37-03, adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, the Commission and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004 (the "First Amendment"), and approved pursuant to Resolution No. R-28-04, adopted on May 13, 2004, to change the title of the Original Contract and to include design and bidding services for new electrical generation facilities and a new vehicle storage building at the DuPage Pump Station (the Original Contract as amended by the First Amendment hereinafter collectively referred to as the "Contract"); and

WHEREAS, the Commission and Consultant desire to further amend the Contract to include (i) a power generation benchmarking evaluation and (ii) assistance with a power reliability assessment, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Contract with Consultant was signed, the changes are germane to the Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: A Second Amendment to the Contract, 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 of the Commission, shall be and it hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the Second Amendment to the Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Second Amendment shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Second Amendment executed by Camp Dresser & McKee Inc.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

**SECOND AMENDMENT**  
**TO**  
**CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**CAMP DRESSER & MCKEE INC.**  
**FOR**  
**EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION**  
**SUPPLY FACILITIES AT THE DUPAGE PUMP STATION**

THIS SECOND AMENDMENT TO CONTRACT FOR EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES AT THE DUPAGE PUMP STATION ("Second Amendment"), made and entered into as of this \_\_\_\_ day of November, 2004, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Camp Dresser & McKee Inc., 125 South Wacker Drive, Suite 600, Chicago, Illinois 60606, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"),

**W I T N E S S E T H:**

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station," dated as of the 10<sup>th</sup> day November, 2003, and approved pursuant to Resolution No. R-37-03, adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, Owner and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004 (the "First Amendment"), and approved pursuant to Resolution No. R-28-04, adopted on May 13, 2004, to change the title of the Original Contract and to include design and bidding services for new electrical

generation facilities and a new vehicle storage building at the DuPage Pump Station (the Original Contract as amended by the First Amendment hereinafter collectively referred to as the "Contract"); and

WHEREAS, Owner and Consultant desire to further amend the Contract to include (i) a power generation benchmarking evaluation and (ii) assistance with a power reliability assessment;

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

SECTION ONE: Amendment to Section 1 of Attachment A. Section 1, entitled "Project," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. **Project:**

Evaluation and design of electrical generation supply facilities, and design of a new vehicle storage building, at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, including bidding services in connection therewith. In addition, as ancillary services, (i) a power generation benchmarking evaluation to identify how Owner's facilities compare to the facilities of other water utilities similar in mission to Owner with respect to electrical reliability and on-site power generation and (ii) assistance with a power reliability assessment of Commonwealth Edison's (ComEd's) reliability and review of the existing sub-transmission lines and associated substations feeding the DuPage Pumping Station and the Lexington Pumping Station, 5555 West Lexington Street, Chicago, Illinois 60644."

SECTION TWO: Amendment to Section 4 of Attachment A. Section 4, entitled "Completion Date," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 4 shall hereafter be and read as follows:

**"4. Completion Date:**

- A. Study and Report Phase: 90 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Design Phase: 224 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. Bidding Phase: 42 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- D. Ancillary Services Phase: January 13, 2005, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

**SECTION THREE: Amendment to Section 6 of Attachment A.** Section 6, entitled "Contract Price," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

**"6. Contract Price:**

For providing, performing, and completing the Study and Report phase of Services, the lump sum amount of \$92,600.00.

For providing, performing, and completing the Design phase of Services, the Bidding phase of Services, and the Ancillary Services phase of Services, an amount equal to Consultant's Direct Labor Costs times 3.1, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each such phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Design-Electrical Generation Facilities	\$721,996.00 <sup>1</sup>
Design-Vehicle Storage Building	\$163,866.00 <sup>2</sup>

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<sup>1</sup> Assumes four borings up to 50 feet in depth.

<sup>2</sup> Assumes four borings up to 15 feet in depth and sufficient existing stormwater detention at the site for the additional impervious area of the new vehicle storage building.

<u>Phase</u>	<u>Not to Exceed</u>
Bidding	\$55,193.00
Ancillary Services	\$44,490.00"

SECTION FOUR: Amendment to Attachment B. Attachment B, entitled "Scope of Services," to the Contract shall be, and it hereby is, amended by adding a fourth phase of Services, entitled "Ancillary Services," to the end of said Attachment B, which fourth phase of Services shall hereafter be and read as follows:

"4. Ancillary Services Phase

a. Benchmarking Evaluation

- Prepare list of questions for response by other water utilities similar in mission to Owner with respect to electrical reliability and on-site power generation
- Identify and contact 6 to 10 such utilities and gather information
- Review industry reports for, and summarize recommendations related to, electrical reliability and on-site generation
- Include economic benefits of constructing electrical generation at the Lexington and DuPage Pumping Stations and confirm or refute the economic benefits identified by Owner's independent consultant on the Illinois electric supply market, SPI Energy Group
- Provide five copies of a draft report for review and approval by Owner and review them in person with Owner
- Revise the draft report in response to Owner's comments and provide twenty-five copies of the final report to Owner

b. Assistance with Power Reliability Assessment

- Identify and recommend independent firms available to complete a reliability assessment of ComEd's transmission system.
- Prepare a reliability assessment Request for Proposals that requires the proposing firm to provide the following for the DuPage Pumping Station and the Lexington Pumping Station
  - Sub-Transmission Line Outage History



- Review Peak Load Conditions
- Description and Reliability of Source Substations
- Information on Construction Practices
- Information on Maintenance Practices
- Reliability Indices Information
- Prepare Summary Document and Presentation
- Evaluate proposals and make recommendations
- Provide peer review for Power Reliability Assessment completed by others
- Attend up to 2 meetings at the DuPage Pumping Station"

SECTION FIVE: Amendment to Section 1 of Attachment D. Section 1, entitled "Key Project Personnel," of Attachment D, entitled "Special Project Requirements," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. Key Project Personnel:

Name:	Telephone:
Cuneyt A. Feizoulof	312-346-5000
Len Rago	312-346-5000
Rick Lof	312-346-5000
Vin Plasky	312-346-5000
Dave Tucker (Ancillary Services)	312-346-5000
Nick Lizanich (Ancillary Services)	630-795-7200
Howard Firestone	630-795-7200"

SECTION SIX: Contract in Full Force and Effect. In all other respects, the Contract shall remain in full force and effect, and the Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this Second Amendment to be signed on its behalf by its General Manager, and Consultant has caused this Second Amendment to be signed on its behalf by Cuneyt A. Feizoulof, Principal Engineer and a duly authorized officer, as of the day and year first written above.

DUPAGE WATER COMMISSION

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

CAMP DRESSER & McKEE INC.


By: \_\_\_\_\_  
Cuneyt A. Feizoulof  
Principal Engineer



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Vondra and Commissioners

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

DATE: November 5, 2004

SUBJECT: Resolution No. R-71-04  
Electric Reliability Assessment

As indicated in my October 22, 2004, memorandum on the electrical system reliability study, I have issued a Request for Proposals for an Electric Reliability Assessment to the firms deemed qualified by Camp Dresser & McKee/Patrick Engineering to perform this type of work.

Mr. John Rector  
Regional General Manager  
Black & Veatch  
11401 Lamar Avenue  
Overland Park, KS 66211

Mr. Thomas M. McCauley, P.E.  
President  
Consolidated Consulting Corporation  
107 Gale Avenue  
River Forest, IL 60305

Mr. David A. Shafer, P.E.  
Commonwealth Associates, Inc.  
2700 West Argyle Street  
Jackson, MI 49202

In addition, and as required by State Statute, a public notice requesting proposals was published in today's *Chicago Tribune*.

Proposals for the electric reliability assessment are due on November 8, 2004. Staff's recommendation and Resolution No. R-71-04, A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and XXX for an Electric Reliability Assessment, will be included in the November 9, 2004, supplemental packet for your consideration. In the meantime, I have attached a copy of the Request for Proposals that was issued for your reference.

November 2, 2004

Subject:       **DuPage Water Commission (DWC)**  
                  **Electric Reliability Assessment Request for Proposal (RFP)**

Dear Mr.:

The DuPage Water Commission (DWC) is soliciting proposals from qualified firms to provide an electric reliability assessment for the DuPage Pumping Station located in Elmhurst, IL and the Lexington Pumping Station located in Chicago, IL. Your firm has been selected to provide a proposal for this important project.

## **PROJECT BACKGROUND**

The DuPage Water Commission (DWC) requests an evaluation of the existing electrical transmission system at both the DuPage and Lexington water pumping facilities. This study shall include an independent evaluation of the existing sub-transmission (34.5kV) lines and associated electric substations feeding each pumping facility. The reliability assessment should include information on past electric power outages, reason for outages, enhancements to the system, and overall reliability of each electric service in a written format that is understandable to both technical and non-technical personnel. Information from this electrical reliability assessment will be presented to our Board in mid-December and be used to help determine whether on-site power generation facilities should be installed at the DuPage and/or Lexington Pumping Stations.

## **PROJECT APPROACH AND DELIVERABLES**

The proposing firm shall be referred to as the Reliability Consultant in the remainder of this document. The Reliability Consultant shall provide the following:

1.) **Gathering and Interpreting Information from Commonwealth Edison (ComEd)** – This task shall include gathering the following information from ComEd for review and interpretation by the Reliability Consultant:

- Sub-Transmission Line Outage History
- Review Peak Load Conditions for each feeder in percent of rating
- Provide and comment on ComEd procedures during contingency situations
- Provide description and reliability of source substations
- Provide information on construction practices
- Provide information on maintenance practices
- Provide reliability indices information including system average interruption frequency index (SAIFI), system average interruption duration index (SAIDI), customer average interruption frequency index (CAIFI), and average service availability index (ASAI). It is anticipated that this information will be provided by ComEd and interpreted by the reliability consultant

- Provide a description of other customers and types of loads on each line ahead of DWC delivery point and associated reliability concerns
- A brief discussion of line protection and sectionalizing capability to restore DWC in event of customer problems between DWC and source substation
- Provide a comparative benchmark analysis to other 4 other electric utilities of comparable size, configuration and service area. As a minimum, two electrical utilities affected by the August 2003 blackout shall be included using both pre- and post- blackout reliability information. The intent of this task is not to require an in-depth evaluation of these 4 other utilities, but rather to determine how ComEd's reliability indices compare to the reliability indices of other electrical utilities of comparable size, configuration and service area.
- Provide a detailed and concise summary of ComEd's transmission system reliability for presentation to the DWC

2.) **Site Walkdown and Visual Inspections** – The Reliability Consultant shall walkdown each sub-transmission line and substation. This site walkdown shall document the actual visual condition of each major piece of equipment from the source substation to the customer delivery point. This site walkdown shall include:

- Photographs of major piece of equipment for each source distribution line from source substation to delivery point at both the DuPage and Lexington Pumping Stations
- Identification of physical factors affecting possible reliability (i.e., physical layout, tree trimming, missing surge arresters, wood pole deterioration, exposure to damage, etc.)
- Condition of overhead-to-underground splices (as required)
- Condition of distribution line shield conductors (if applicable)
- General condition and maintenance history of outgoing 34.5kV circuit breaker/recloser switchgear at each source substation

The findings from Task 1 and Task 2 shall be summarized and organized in draft report format for submission directly to the DWC. Ten (10) copies of the draft report shall be submitted to the DWC. Following review of the draft report by DWC and/or DWC's representatives, the Reliability Consultant shall incorporate the review comments and submit twenty (20) copies of the final report to the DWC. The draft and final reports shall be neatly organized in 8.5" x 11" format and include a table of contents, executive summary, supporting data, ComEd data, and digital color photographs as required to support the conclusions identified in the executive summary.

The executive summary shall be clear, concise, and describe the overall reliability of the sub-transmission system for both water pumping stations. The reliability indices shall be clearly described and quantified, and utilized to compare against national averages for similar designs and line voltages. This comparison shall be described in a manner that non-technical persons will understand.

The Reliability Consultant should plan to attend up to 3 meetings at the DuPage Pumping Station, including a kick-off meeting, draft report review meeting and Board meeting to present the findings of the study.

## DWC ASSISTANCE

- DWC will provide the selected Reliability Consultant with ComEd contact information
- DWC will provide the selected Reliability Consultant electrical one-line data and other information about the existing electrical systems at the water pumping facilities
- DWC will not perform field inspections of the substations, transmission lines and/or other electrical equipment
- The DWC and DWC's representatives shall be copied on all correspondence, e.g., telephone call reports, letters, etc., prepared during the reliability study period

## PROJECT SCHEDULE

**The project schedule is as follows:**

Proposals Due: **November 8, 2004 by 2 pm local time**

Award and Notice to Proceed: **November 12, 2004**

Kick-Off Meeting: **November 16, 2004**

Draft Report Due: **December 17, 2004**

Draft Report Review Meeting: **December 21, 2004**

Final Report Due: **January 6, 2005**

Board Presentation: **January 13, 2005**

## PROJECT BUDGET

The reliability consultant shall submit a firm lump sum price to complete this work which includes all direct costs associated with this project.

## MISCELLANEOUS TERMS & CONDITIONS

- The selected Reliability Consultant will be required to enter into a standard DuPage Water Commission contract, which must be approved by our Board. The DuPage Water Commission reserves the right to negotiate terms and conditions in the

contract which may be necessary or appropriate to the accomplishment of the purpose of this request for qualification.

- The Reliability Consultant shall identify whether they are currently or have in the past completed work (type, duration and period) for ComEd.
- The DuPage Water Commission reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The DuPage Water Commission may seek clarification from an offeror at any time and failure to respond promptly may be cause for rejection.
- The DuPage Water Commission will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.
- Award shall be to the responsible offeror(s) whose proposal is determined to be the most advantageous and beneficial to the DuPage Water Commission (See "Evaluation of Proposals").
- The proposal submitted for consideration to the DuPage Water Commission must be signed by an officer, partner or principal with authority to execute contracts.

## **FORMAT OF THE PROPOSAL**

The proposal should consist of the following:

1. Letter of transmittal
2. Detailed description of the engineering firm
3. Resumes of individuals to be assigned to the project and their involvement in the project
4. Description of similar projects performed by the individuals that will be working on this project, including:
  - a. Client's name
  - b. Phone number
  - c. Contact person
  - d. Description of project
  - e. Date of contracted period

## **EVALUATION OF PROPOSALS**

A selection committee composed of Commission personnel shall evaluate proposals received from prospective firms. Proposals shall be initially evaluated on the basis of:

1. Previous experience in electric reliability assessment.
2. Ability to meet time and budget requirements.

Based on those factors identified above, the Commission will rank the firms in order of the most favorable, second most favorable, and third most favorable candidate. Once the firms have been ranked by the Commission, negotiations with the most favorably ranked candidate will begin relative to scope, services, compensation, schedule, and contract terms. If a satisfactory agreement is not reached with the most favorably ranked candidate, the Commission will commence negotiations with the second most favorably ranked candidate, and so on, until a satisfactory agreement is negotiated.

***SIX (6) COPIES OF YOUR COST PROPOSAL SHALL BE SUBMITTED TO:***

Mr. Chris Bostick  
Facilities Construction Supervisor  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126-4642  
Bostick@dpwc.org  
Phone: 630-834-0100  
Fax: 630-834-0120

If you have any questions regarding this RFP, please feel free to contact Chris Bostick at 630-834-0100. We look forward to receiving your firm cost proposal.

Sincerely,

**DUPAGE WATER COMMISSION**

Robert L. Martin, P.E.  
General Manager

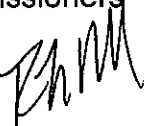




# DuPage Water Commission

## MEMORANDUM

TO: Chairman and Commissioners

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

DATE: November 5, 2004

SUBJECT: Summary of Action Since Previous Meeting

1. The property and liability insurance renewals were processed through Arthur J. Gallagher Risk Management as authorized by the Board during the Finance Committee report.
2. The Fixed Asset Consulting Services Agreement with Government Fixed Asset Services, Inc. was executed. This matter was also authorized during the Finance Committee report.
3. An executed copy of the Intergovernmental Agreement for the Donation of Certain Equipment was forwarded to the City of Chicago. The lead services should be available in December.
4. A certified copy of Resolution R-59-04: A Resolution Supporting Existing Withdrawal Language in the Proposed Annex 2001 Regulations was forwarded to the Council of Great Lakes Governors.

DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Old Business	<b>ORIGINATING DEPARTMENT</b>	Instrumentation/ Remote Facilities
<b>ITEM</b>	<p>A Resolution Canceling Purchase Order No. 8428 in the Amount of \$41,439.00 to U.S. Filter Control Systems, Inc. and Approving in its place Purchase Order No. 8492 in the Amount of \$45,370.00 to B&amp;W Controls Systems Integration, LLC</p> <p>Resolution No. R-67-04</p>	<b>APPROVAL</b>	<p><i>JWS MAR</i></p> <p><i>RhM</i></p>
<p>Account Number: WF-6623</p> <p>By issuance of Purchase Order No. 8428, approved October 14, 2004, the contract for the design, furnishing, and installation of an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility was awarded to the low bidder, U.S. Filter Control Systems, Inc., in the amount of \$41,439.00. After the award and issuance of Purchase Order No. 8428, US Filter advised that it did not understand the project requirements and, therefore, did not bid the contract correctly. US Filter has requested that the Commission rescind the award of the contract and issuance of Purchase Order No. 8428 to US Filter and allow US Filter to withdraw its proposal for the work.</p> <p>Resolution R-67-04 would authorize the cancellation of Purchase Order No. 8428 and approve the issuance of Purchase Order No. 8492 to award the contract for the design, furnishing, and installation of an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility to B&amp;W Controls Systems Integration, LLC, the second low bidder on the project, in the amount of \$45,370.00.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-67-04.</p>			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-67-04

A RESOLUTION CANCELING PURCHASE ORDER NO. 8428 IN THE AMOUNT OF \$41,439.00 TO U.S. FILTER CONTROL SYSTEMS, INC. AND APPROVING IN ITS PLACE PURCHASE ORDER NO. 8492 IN THE AMOUNT OF \$45,370.00 TO B&W CONTROLS SYSTEMS INTEGRATION, LLC

WHEREAS, proposals for the design, furnishing, and installation of an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility were received on October 12, 2004; and

WHEREAS, by the issuance of Purchase Order No. 8428, approved October 14, 2004, the DuPage Water Commission awarded the contract to the low bidder, U.S. Filter Control Systems, Inc., in the amount of \$41,439.00 ("US Filter"); and

WHEREAS, due to errors in its Contract/Proposal dated October 11, 2004, US Filter requested that the Commission rescind the award of the contract and issuance of Purchase Order No. 8428 and allow US Filter to withdraw its Contract/Proposal for the work; and

WHEREAS, the Commission has no objection to US Filter's request;

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

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

SECTION TWO: The DuPage Water Commission hereby approves the issuance of Purchase Order No. 8492 to award the contract for the design, furnishing, and installation of an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility to B&W Controls

Resolution R-67-04

Systems Integration, LLC in the amount of \$45,370.00, in accordance with its Contract/Proposal dated October 11, 2004, subject to submission of all contractually required documentation and such other additional information that may be requested by the Commission in accordance with the Contract/Proposal that is acceptable to the DuPage Water Commission.

SECTION THREE: Purchase Order No. 8428 shall be and it hereby is canceled and Purchase Order No. 8428, and the award of the contract for the design, furnishing, and installation of an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission's Meter Shop facility to U.S. Filter Control Systems, Inc., shall be null and void and of no further force or effect.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

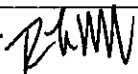
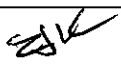
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: November 5, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> Pipeline
<b>ITEM</b> Purchase Order No. 8468	<b>APPROVAL</b>  
<p>Account Number: WF-6632</p> <p>Attached is Purchase Order No. 8468 to Severn Trent Services in the amount of \$35,200.00. This purchase order authorizes Hazen-Williams "C" Factor testing on selected sections of the Commission's transmission and feeder mains.</p> <p>This "C" Factor testing is a continuation of testing performed in the past to monitor the "C" Factors within the Commission's distribution system. The Commission last performed "C" Factor testing in the Fall of 2002 at a cost of \$33,000. Severn Trent Services purchased Pitometer and Associates, the firm that conducted the previous "C" Factor testing for the Commission.</p> <p>The "C" Factor testing has been planned for and budgeted.</p>	
<p><b>MOTION:</b> To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 8468 in the amount of \$35,200.00 to Severn Trent Services.</p>	

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

P.O.		No		8468	
DATE			DATE REQUIRED ASAP		
TERMS		NET 45 DAYS TAX EXEMPT			
SHIP VIA		BEST WAY			
FOB					

TO: SERVERN TRENT SERVICES	SHIP TO: ATTN: ED KZMIERCZAK
20 NORTH WACKER DRIVE/ SUITE 1530	ABOVE ADDRESS
CHICAGO, IL 60606	

[illegible]

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

(ACCT. # WF-6632 )

Please send 2 copies of your invoice

AUTHORIZED SIGNATURE

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 6-Oct-04 TO 04-Nov-04

ACPA0411  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

11/11/04

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
A to Z All Purpose Rental, Inc.	11197	09/27/04	Table and Linen Cloth Rental	WF-6590	WR	164.30	164.30
Aerex Pest Control	635516	09/30/04	Exterminator - DPPS: October 2004	WF-6622	WR	75.00	
Aerex Pest Control	Various	10/28/04	Exterminator - Pump & Motor Rooms: October 2004	WF-6622	WR	144.00	219.00
AJ Gallagher Risk Mgmt Svcs PR	236143	11/01/04	Commercial Automobile renewal	WF-1551	WR	11,028.02	
AJ Gallagher Risk Mgmt Svcs PR	236143	11/01/04	Commercial Automobile renewal	WF-6411	WR	10,852.98	
AJ Gallagher Risk Mgmt Svcs PR	236144	11/01/04	Commercial Package renewal (GL & Crime)	WF-1551	WR	42,461.50	
AJ Gallagher Risk Mgmt Svcs PR	236144	11/01/04	Commercial Package renewal (GL & Crime)	WF-6411	WR	41,787.50	
AJ Gallagher Risk Mgmt Svcs PR	236145	11/01/04	Excess Liability renewal	WF-1551	WR	24,973.70	
AJ Gallagher Risk Mgmt Svcs PR	236145	11/01/04	Excess Liability renewal	WF-6411	WR	24,577.30	
AJ Gallagher Risk Mgmt Svcs PR	236212	11/01/04	Excess Umbrella renewal	WF-1551	WR	53,575.20	
AJ Gallagher Risk Mgmt Svcs PR	236212	11/01/04	Excess Umbrella renewal	WF-6416	WR	52,724.80	
AJ Gallagher Risk Mgmt Svcs PR	236247	11/01/04	Commercial Property renewal	WF-1551	WR	220,791.82	
AJ Gallagher Risk Mgmt Svcs PR	236247	11/01/04	Commercial Property renewal	WF-6421	WR	217,287.18	
AJ Gallagher Risk Mgmt Svcs PR	235946	10/27/04	Environmental Liability & Terrorism Insurance renewal	WF-1551	WR	276.23	
AJ Gallagher Risk Mgmt Svcs PR	235946	10/27/04	Environmental Liability & Terrorism Insurance renewal	WF-6411	WR	268.77	700,605.00
Alliance Window Cleaning, Inc.	83314	10/15/04	Window Washing DPPS: October 2004	WF-6622	WR	464.00	464.00
Allied Office Supplies	AI8981001	10/06/04	Office Supplies	WF-6521	WR	7.29	
Allied Office Supplies	AI8981002	10/07/04	Office Supplies	WF-6521	WR	33.99	41.28
ALTO U.S., Inc.	RI 1798625	10/25/04	Squeegee Swivel Brackets	WF-6622	WR	65.91	65.91
Alvord, Burdick & Howson	252	10/31/04	Butterfield to 75th St:9/25/04-10/24/04	WF-7913	DSR	3,997.39	
Alvord, Burdick & Howson	252	10/31/04	72" Transmission Main Cath. Protect: 9/25/04-10/24/04	WF-7913	DSR	3,003.23	
Alvord, Burdick & Howson	87	10/31/04	Naperville Rd. to Diehl Rd (TSW-3): 9/25/04-10/24/04	WF-7913	DSR	6,898.01	
Alvord, Burdick & Howson	87	10/31/04	Diehl Rd. to 75th (TV-1): 9/25/04-10/24/04	WF-7913	DSR	941.83	
Alvord, Burdick & Howson	87	10/31/04	Butterfield Rd. to Kuhn (TW-2): 9/25/04-10/24/04	WF-7913	DSR	2,750.28	
Alvord, Burdick & Howson	2004410	10/31/04	Blow-Off Valve Improvement Tsk Odr. #19: 9/25/04-10/24/04	WF-6389	WR	28,737.63	
Alvord, Burdick & Howson	2004406	10/31/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 9/25/04-10/24/04	WF-7913	DSR	40,122.93	
Alvord, Burdick & Howson	2004407	10/31/04	(TIB-1) Task Order # 11 Consultant Fees: 9/25/04-10/24/04	WF-7913	DSR	2,748.85	
Alvord, Burdick & Howson	105	10/31/04	72" / Rt. 83 (TIB-1) Tsk Ord. # 11: 09/25/04-10/24/04	WF-7913	DSR	1,876.12	
Alvord, Burdick & Howson	2004409	10/31/04	Drawings of Record (Task Order #16): 09/25/04-10/24/04	WF-6389	WR	671.58	
Alvord, Burdick & Howson	2004408	10/31/04	Dist. Fac. Update - GPS Tsk Odr. #17: 09/25/04-10/24/04	WF-6389	WR	14,638.92	106,386.77

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 6-Oct-04 TO 04-Nov-04

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
American Water Works Association	1000234838	10/11/04	Safety Video Tapes	WF-6522	WR	631.19	631.19
AT&T	6308340100	09/25/04	Long Dist. Serv. DPPS: 08/27/04-9/25/04	WF-6514	WR	928.82	928.82
AT&T Wireless	150038750	10/28/04	Cellular Phone Serv.: 09/27/04-10/25/04	WF-6514	WR	100.97	100.97
Avalon Petroleum	383924	10/18/04	Gasoline	WF-6642	WR	1,788.00	1,788.00
Bank One	311806002454	10/04/04	Replenish I-Pass	WF-6131	WR	120.00	
Bank One	311806002454	10/04/04	Administrative Expense - Meetings	WF-6590	WR	164.03	
Bank One	311806002454	10/04/04	Distribution & Plant Operations Conf. - R. Bostick	WF-6133	WR	225.00	509.03
Basic Chemical Solutions, LLC	SI4096127	10/07/04	Sodium Hypochlorite	WF-6613	WR	2,635.00	2,635.00
Bullis	25837	11/01/04	Service call for door lock	WF-6633	WR	222.00	222.00
Camp Dresser & McKee Inc.	80187266/4	10/13/04	Engineering services- pipe loop testing	WF-7912	DSR	125,341.02	
Camp Dresser & McKee Inc.	80188313/7	10/28/04	DPPS Power Supply Design: 09/19/04-10/23/04	WF-7912	DSR	83,195.79	208,536.81
Chicago Tribune	450756001	10/17/04	Employment Ads: Various Positions	WF-6191	WR	1,517.00	1,517.00
Chicago, City of: Dept. of Water	Ltr.	10/04/04	Electric Service: 08/02/04-08/27/04	WF-6611	WR	82,027.38	82,027.38
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	11/02/04	Water Supply: 10/1/04-10/31/04	WF-6611	WR	3,236,589.54	3,236,589.54
Cintas First Aid & Safety	343246695	10/13/04	First Aid Supplies	WF-6622	WR	102.10	102.10
Commonwealth Edison	Various	10/31/04	CP Station: October 2004	WF-6612	WR	141.52	
Commonwealth Edison	Various	10/31/04	Meter Sta. Serv.: October 2004	WF-6612	WR	2,410.91	
Commonwealth Edison	Various	10/31/04	Remote Opr. Valve: October 2004	WF-6612	WR	552.65	
Commonwealth Edison	Various	10/31/04	Tank Site Serv: October 2004	WF-6612	WR	3,382.56	6,487.64
Constellation NewEnergy, Inc.	0297187001	10/25/04	DPPS Electric Service: 9/22/04-10/21/04	WF-6612	WR	149,299.80	149,299.80
Crescent Electric Supply Company	091-871894-00	09/15/04	Chloride Batteries	WF-6622	WR	80.45	80.45



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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Crowley, Maureen		10/18/04	Employee Picnic	WF-6521	WR	105.99	105.99
CTE Engineers, Inc.	44140753.1000-3	10/12/04	Prof. Eng. Services/Hydraulic Eval: 08/28/04-10/01/04	WF-6389	WR	8,165.66	
CTE Engineers, Inc.	44140734.2000-5	10/12/04	Eng. Svcs. - Pipe Storage Facility: 08/28/04-10/01/04	WF-7912	DSR	3,992.26	
CTE Engineers, Inc.	44140675.2000-8	10/12/04	Eng. Svcs. - Reservoir Design: 08/28/04-10/01/04	WF-7912	DSR	115,278.53	127,436.45
Danka Office Imaging Company	Various	10/14/04	Service Agreement Inspections: Toshiba Fax & Copiers	WF-6521	WR	114.00	
Danka Office Imaging Company	702327647	10/22/04	Monthly Copier Service Agreement:: 10/14/04-11/03/04	WF-6550	WR	162.00	276.00
Elmhurst Auto Parts	63297	11/02/04	Parts: M-149226	WF-6641	WR	7.96	7.96
Elmhurst Memorial Hospital	21929	10/11/04	CPR/AED Training	WF-6132	WR	850.00	
Elmhurst Memorial Hospital	21761	10/05/04	Employee Annual Physicals	WF-6191	WR	4,654.00	
Elmhurst Memorial Hospital	21983	10/11/04	New Employee Physical	WF-6191	WR	132.00	5,636.00
Federal Express Corp.	7-663-68620	10/15/04	Messenger Service	WF-6532	WR	1,086.85	
Federal Express Corp.	7-818-47750	10/28/04	Messenger Service	WF-6532	WR	97.80	
Federal Express Corp.	7-663-96105	10/27/04	Messenger Service	WF-6532	WR	100.35	1,285.00
FJA Christiansen Roofing Corp.	PS-INV00961	09/30/04	Repairs to Roof at MS-15F	WF-6633	WR	2,085.00	2,085.00
GM Mounting & Laminating, Inc.	65728	10/05/04	Chicago/Cook/DuPage/Kane County Street Atlas	WF-6521	WR	199.60	199.60
Grainger	001-835264-1	10/22/04	Lamps & air filters	WF-6622	WR	1,794.80	
Grainger	001-297735-1	10/15/04	V Belts	WF-6622	WR	98.01	
Grainger	001-837437-1	10/22/04	Maintenance supplies	WF-6633	WR	728.24	
Grainger	001-101987-4	10/27/04	Power Strips & emergency exit signs	WF-6622	WR	1,206.87	3,827.92
Holland & Knight	1691218	10/07/04	Legal Services: Darien Storm Sewer Damage	WF-6251	WR	738.30	738.30
Home Depot	Various	10/31/04	Maintenance supplies	WF-6633	WR	671.79	
Home Depot	3020385	10/05/04	Meter Shop Repair	WF-6623	WR	9.56	
Home Depot	8190095	09/30/04	DPPS Maintenance	WF-6622	WR	15.55	696.90
HSQ Technology	05-2188/6474	10/29/04	Telephone support	WF-6624	WR	495.00	495.00
Illinois State Police		10/18/04	Security Checks	WF-6590	WR	250.00	250.00

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ITG Solutions	70135	10/26/04	HVAC Repairs	WF-6622	WR	110.00	
ITG Solutions	70125	10/26/04	HVAC Repairs	WF-6622	WR	275.00	
ITG Solutions, Inc.	70063	10/19/04	Access Cards & Key Fobs	WF-6622	WR	1,045.75	1,430.75
J.U.L.I.E.	9040435	10/01/04	Utility Locates: September 2004	WF-6634	WR	5,583.15	5,583.15
JM Process Systems, Inc.	110204 C	11/02/04	Complete Chlorine Monitor & Flowcell O-rings	WF-6633	WR	1,344.82	1,344.82
John Deere Landscapes	5273216	10/18/04	Maintenance Supplies	WF-6622	WR	3.26	3.26
Joliet Junior College	354233	10/06/04	Professional Development - Mike Ladegaard	WF-6132	WR	649.00	649.00
Legna Iron Works, Inc.	5531	10/15/04	Fabricate & Install Window Guard-Tank Site #1 West Lou	WF-6633	WR	215.00	215.00
McGladrey & Pullen	M-1771080-050	10/29/04	Cash & Investment Review 05/01/04-08/31/04	WF-6310	WR	5,200.00	5,200.00
McMaster-Carr	11661073	10/15/04	Pipe flange & pipe tee	WF-6622	WR	142.48	142.48
Mel's Ace Hardware	1314210	10/12/04	Meter Station Supplies	WF-6633	WR	22.07	
Mel's Ace Hardware	1312322	10/06/04	Vehicle Maintenance Supplies	WF-6641	WR	48.83	
Mel's Ace Hardware	Various	10/30/04	Maintenance supplies	WF-6622	WR	91.49	162.39
Menards - Hillside	43896	10/06/04	Maintenance Supplies	WF-6622	WR	25.90	
Menards - Hillside	47371	10/20/04	Counter Top for Meter Shop	WF-6951	WR	154.84	180.74
Mettler Toledo	157-00078674	10/26/04	Meter shop scale service	WF-6623	WR	609.50	609.50
Microwave Data Systems, Inc.	MDS 8997624	10/18/04	Radio Repairs	WF-6624	WR	1,345.46	1,345.46
Midas Auto Systems Experts	606188	10/15/04	Brake repair- M63636	WF-6641	WR	193.47	193.47
MK Battery	IV005402	10/08/04	Battery Emergency Lights	WF-6633	WR	892.68	892.68
Naperville, City of	Various	10/31/04	Meter Sta. Service: October 2004	WF-6612	WR	252.67	252.67
National City Bank of the Midwest	802992001	10/18/04	Administrative fee	WF-6233	WR	926.50	926.50

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National Waterworks	1594541	10/19/04	Aitken Straightening Vane & Spool Assembly	WF-6633	WR	3,920.00	3,920.00
Network Technologies Group, LLC	20675	10/05/04	Corrosion Telemetry: 09/01/04-10/01/04	WF-6514	WR	43.65	43.65
New Pig	3156991-00	10/11/04	Wipers, earplugs & towels	WF-6622	WR	407.79	407.79
Nextel Communications	648652511	10/13/04	Cellular Phone Serv.: 09/09/04-10/08/04	WF-6514	WR	434.46	434.46
Office of the Auditor General	M1745248050	09/10/04	Annual audit	WF-6310	WR	27,320.00	
Office of the Auditor General	M1713854050	06/30/04	Annual audit	WF-6310	WR	22,100.00	49,420.00
ORR Safety	INV0320900	10/25/04	Gas detector repairs	WF-6637	WR	65.00	65.00
Patrick Engineering, Inc.	9593.A0-0000002	10/19/04	GIS Needs Assessment: 09/04/04-09/30/04	WF-6389	WR	17,935.00	17,935.00
Personal Communications	16538	08/25/04	Telephone Handsets and Cords	WF-6550	WR	224.10	224.10
Platinum Plus for Business (VISA)	150000924406	10/14/04	Administrative Expense	WF-6590	WR	49.98	
Platinum Plus for Business (VISA)	Stmt.	10/14/04	Employee picnic	WF-6590	WR	198.36	248.34
Quill Corporation	Various	10/28/04	Office Supplies	WF-6521	WR	589.91	589.91
Red Wing Shoe Store	450000000673	10/21/04	Boots- M. Weed	WF-6626	WR	123.99	
Red Wing Shoe Store	450000000690	10/29/04	Boots- H. Villegas	WF-6626	WR	123.99	247.98
Rossi Contractors, Inc.	QR6-010A	09/30/04	Cont. QR6: Valve Vault Adjustments-Variou Locations	WF-6631	WR	12,190.35	12,190.35
Rossi Contractors, Inc.	BOV-1	10/27/04	Cont. BOV-1: Partial Invoice No. 26	WF-6631	WR	5,384.03	
Rossi Contractors, Inc.	BOV-1	10/27/04	Cont. BOV-1: Partial Invoice No. 26	WF-3520	WR	(107.68)	5,276.35
Rossi Contractors, Inc.	TIB-1	10/29/04	Cont. TIB-1: Partial Invoice No. 7	WF-7590	DSR	1,091,627.44	
Rossi Contractors, Inc.	TIB-1	10/29/04	Cont. TIB-1: Partial Invoice No. 7	WF-3520	DSR	(109,162.74)	
Rossi Contractors, Inc.	TIB-1	10/29/04	Cont. TIB-1: Partial Invoice No. 7	WF-3530	DSR	(2,340.00)	980,124.70
Royal Graphics Printers	64264	10/07/04	Office Supplies	WF-6521	WR	31.35	
Royal Graphics Printers	64349	10/25/04	Office Supplies	WF-6521	WR	59.35	90.70

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 6-Oct-04 TO 04-Nov-04

ACPA0411  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

11/11/04

- a - Subject to submission of all contractually required documentation.  
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.  
c - Construction items are coded with account numbers in the 7000 series.  
d - WR - Water Revenue, ST - Sales Taxes, DSR - Released Debt Service Reserve Funds

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Royal Office Products	699337	10/08/04	Office Supplies	WF-6521	WR	130.66	
Royal Office Products	384819	10/19/04	Office supplies	WF-6521	WR	166.98	297.64
Salz, Joel		10/26/04	Battery: Vehicle M-80328	WF-6641	WR	106.28	106.28
SBC	6308940725	10/04/04	Tank Site #1: 09/05/04-10/04/04	WF-6514	WR	19.36	
SBC	630834010010	10/22/04	Main number telephone services	WF-6514	WR	585.02	
SBC	708Z0962410074	10/16/04	Backup Telemetry Serv:	WF-6514	WR	705.23	1,309.61
SBC Paging	2220004	10/01/04	Pager Service: October 2004	WF-6514	WR	98.60	98.60
Seeco Consultants, Inc.	12242	10/26/04	Construction Materials Testing - BOV-1	WF-6389	WR	216.25	
Seeco Consultants, Inc.	12242	10/26/04	Construction Materials Testing - TIB	WF-7962	DSR	11,527.40	11,743.65
Sir Speedy	41965	10/01/04	Printing of Presentation Covers	WF-6531	WR	34.61	
Sir Speedy	42022	10/11/04	Powerpoint Presentation	WF-6531	WR	226.00	260.61
Slowinski, Bernadette	10/27/04	10/27/04	October 2004 accounting services	WF-6395	WR	2,122.50	2,122.50
Sooper Lube	60438	10/13/04	Vehicle Maintenance: M-63636	WF-6641	WR	46.40	
Sooper Lube	60992	10/22/04	Vehicle Maintenance: M-63638	WF-6641	WR	32.45	78.85
Specialty Mat Service	265111	10/04/04	Floor Mat Service: 10/04/04	WF-6622	WR	58.90	
Specialty Mat Service	267035	10/18/04	Floor Mat Service: 10/18/04	WF-6622	WR	58.95	
Specialty Mat Service	268776	11/01/04	Floor Mat Service: 11/1/04	WF-6622	WR	58.95	176.80
SPI Energy Group	Ltr.	11/01/04	Electric Contract: 09/01/04-09/30/04	WF-6389	WR	2,856.00	
SPI Energy Group	Ltr.	11/01/04	Generation Project & Electric Contract: 08/01/04-08/31/04	WF-6389	WR	367.50	3,223.50
TelSpan	67900	09/30/04	TeleConferencing Services 9/28/04	WF-6514	WR	93.95	93.95
ThyssenKrupp Elevator Company	3232	11/01/04	Elevator Maintenance:11/1/04-11/30/04	WF-6622	WR	232.84	232.84
Total Facility Maintenance, Inc.	115690	11/01/04	DPPS Cleaning Services: November 2004	WF-6622	WR	1,925.83	
Total Facility Maintenance, Inc.			Shampoo Carpet in Front Office DPPS	WF-6622	WR	715.60	2,641.43

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 6-Oct-04 TO 04-Nov-04

ACPA0411  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

11/11/04

- a - Subject to submission of all contractually required documentation.  
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Tree Towns Repro Service	744292	10/15/04	Document Scanning: PSD-6 Reservoir Design	WF-6634	WR	137.00	137.00
United Visual	65317	10/19/04	Equipment Rental	WF-6590	WR	20.00	
United Visual	65272	10/05/04	Equipment Rental	WF-6625	WR	20.00	40.00
USA Blue Book	877016	10/11/04	Magnetic Locator and Fiberglass Reel Tape	WF-6637	WR	1,844.62	
USA Blue Book	883029	10/22/04	Pipeline Supplies	WF-6621	WR	141.58	1,986.20
Verizon Wireless	505077564	10/11/04	Cellular Phone Serv.: 10/12/04-11/11/04	WF-6514	WR	30.72	
Verizon Wireless	504976418	10/08/04	Cellular Phone Serv.: 10/09/04-11/08/04	WF-6514	WR	42.50	73.22
Villa Park Office Equipment	8589	10/14/04	HON 4 Dr. Vertical File Cabinets	WF-6521	WR	1,001.00	
Villa Park Office Equipment	8642	10/15/04	Lateral Files (2)	WF-6521	WR	663.00	1,664.00
Waste Management North	1089499-2008-7	11/01/04	Refuse Disposal	WF-6622	WR	209.03	209.03
West	807468720	10/01/04	Westlaw: 09/04/04-09/30/04	WF-6522	WR	243.95	243.95
Westchester Lock & Key Service, Inc	34241	10/20/04	Key rings & keys	WF-6622	WR	28.10	28.10
Total Accounts Payable							5,759,560.07 =====

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
11/11/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 10/1/04-10/31/04	3,236,589.54	3,236,589.54	56.195%
Rossi Contractors, Inc.	Cont. TIB-1: Partial Invoice No. 7	980,124.70	4,216,714.24	73.212%
AJ Gallagher Risk Mgmt Svcs PR	Insurance Renewal	700,605.00	4,917,319.24	85.377%
Camp Dresser & McKee Inc.	DPPS Power Supply Design: 09/19/04-10/23/04	208,536.81	5,125,856.05	88.997%
Constellation NewEnergy, Inc.	DPPS Electric Service: 9/22/04-10/21/04	149,299.80	5,275,155.85	91.590%
CTE Engineers, Inc.	Eng. Svcs. - Reservoir Design, Pipe Storage Facility, Hydraulic Evaluation	127,436.45	5,402,592.30	93.802%
Alvord, Burdick & Howson	Engineering Services	106,386.77	5,508,979.07	95.649%
Chicago, City of: Dept. of Water	Electric Service: 08/02/04-08/27/04	82,027.38	5,591,006.45	97.073%
Office of the Auditor General	Annual audit	49,420.00	5,640,426.45	97.932%
Patrick Engineering, Inc.	GIS Needs Assessment: 09/04/04-09/30/04	17,935.00	5,658,361.45	98.243%
Rossi Contractors, Inc.	Cont. QR6: Valve Vault Adjustments-Variou Locations	12,190.35	5,670,551.80	98.455%
Seeco Consultants, Inc.	Construction Materials Testing - TIB, BOV-1	11,743.65	5,682,295.45	98.658%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	6,487.64	5,688,783.09	98.771%
Elmhurst Memorial Hospital	Employee physicals, CPR/AED Training	5,636.00	5,694,419.09	98.869%
J.U.L.I.E.	Utility Locates: September 2004	5,583.15	5,700,002.24	98.966%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 26	5,276.35	5,705,278.59	99.058%
McGladrey & Pullen	Cash & Investment Review 05/01/04-08/31/04	5,200.00	5,710,478.59	99.148%
National Waterworks	Aitken Straightening Vane & Spool Assembly	3,920.00	5,714,398.59	99.216%
Grainger	Maintenance and facilities supplies	3,827.92	5,718,226.51	99.282%
SPI Energy Group	Generation Project & Electric Contract: 08/01/04-09/30/04	3,223.50	5,721,450.01	99.338%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
11/11/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Total Facility Maintenance, Inc.	Shampoo Carpet in Front Office DPPS	2,641.43	5,724,091.44	99.384%
Basic Chemical Solutions, LLC	Sodium Hypochlorite	2,635.00	5,726,726.44	99.430%
Slowinski, Bernadette	October 2004 accounting services	2,122.50	5,728,848.94	99.467%
FJA Christiansen Roofing Corp.	Repairs to Roof at MS-15F	2,085.00	5,730,933.94	99.503%
USA Blue Book	Pipeline Supplies	1,986.20	5,732,920.14	99.537%
Avalon Petroleum	Gasoline	1,788.00	5,734,708.14	99.569%
Villa Park Office Equipment	Lateral files	1,664.00	5,736,372.14	99.597%
Chicago Tribune	Employment Ads: Various Positions	1,517.00	5,737,889.14	99.624%
ITG Solutions, Inc.	Access Cards & Key Fobs	1,430.75	5,739,319.89	99.649%
Microwave Data Systems, Inc.	Radio Repairs	1,345.46	5,740,665.35	99.672%
JM Process Systems, Inc.	Complete Chlorine Monitor & Flowcell O-rings	1,344.82	5,742,010.17	99.695%
SBC	Telephone Service	1,309.61	5,743,319.78	99.718%
Federal Express Corp.	Messenger Service	1,285.00	5,744,604.78	99.740%
AT&T	Long Dist. Serv. DPPS: 08/27/04-9/25/04	928.82	5,745,533.60	99.756%
National City Bank of the Midwest	Administrative fee	926.50	5,746,460.10	99.773%
MK Battery	Battery Emergency Lights	892.68	5,747,352.78	99.788%
Holland & Knight	Legal Services: Darien Storm Sewer Damage	738.30	5,748,091.08	99.801%
Home Depot	Maintenance Supplies	696.90	5,748,787.98	99.813%
Joliet Junior College	Professional Development - Mike Ladegaard	649.00	5,749,436.98	99.824%
American Water Works Association	Safety Video Tapes	631.19	5,750,068.17	99.835%
Mettler Toledo	Meter shop scale service	609.50	5,750,677.67	99.846%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
11/11/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Quill Corporation	Office Supplies	589.91	5,751,267.58	99.856%
Bank One	I-Pass, Meetings and Distribution & Plant Operations Conference (C. Bosti	509.03	5,751,776.61	99.865%
HSQ Technology	Telephone support	495.00	5,752,271.61	99.873%
Alliance Window Cleaning, Inc.	Window Washing DPPS: October 2004	464.00	5,752,735.61	99.882%
Nextel Communications	Cellular Phone Serv.: 09/09/04-10/08/04	434.46	5,753,170.07	99.889%
New Pig	Wipers, earplugs & towels	407.79	5,753,577.86	99.896%
Royal Office Products	Office supplies	297.64	5,753,875.50	99.901%
Danka Office Imaging Company	Monthly Copier Service Agreement:: 10/14/04-11/03/04, inspections	276.00	5,754,151.50	99.906%
Sir Speedy	Powerpoint Presentation	260.61	5,754,412.11	99.911%
Naperville, City of	Meter Sta. Service: October 2004	252.67	5,754,664.78	99.915%
Illinois State Police	Security Checks	250.00	5,754,914.78	99.919%
Platinum Plus for Business (VISA)	Administrative expense, Employee picnic	248.34	5,755,163.12	99.924%
Red Wing Shoe Store	Boots- H. Villegas, M. Weed	247.98	5,755,411.10	99.928%
West	Westlaw: 09/04/04-09/30/04	243.95	5,755,655.05	99.932%
ThyssenKrupp Elevator Company	Elevator Maintenance:11/1/04-11/30/04	232.84	5,755,887.89	99.936%
Personal Communications	Telephone Handsets and Cords	224.10	5,756,111.99	99.940%
Bullis	Service call for door lock	222.00	5,756,333.99	99.944%
Aerex Pest Control	Exterminator Services October 2004	219.00	5,756,552.99	99.948%
Legna Iron Works, Inc.	Fabricate & Install Window Guard-Tank Site #1 West Louver	215.00	5,756,767.99	99.952%
Waste Management North	Refuse Disposal	209.03	5,756,977.02	99.955%

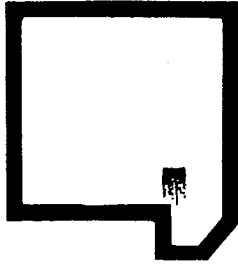


VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
11/11/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
GM Mounting & Laminating, Inc.	Chicago/Cook/DuPage/Kane County Street Atlas	199.60	5,757,176.62	99.959%
Midas Auto Systems Experts	Brake repair- M63636	193.47	5,757,370.09	99.962%
Menards - Hillside	Maintenance Supplies	180.74	5,757,550.83	99.965%
Specialty Mat Service	Floor Mat Service: 11/1/04	176.80	5,757,727.63	99.968%
A to Z All Purpose Rental, Inc.	Table and Linen Cloth Rental	164.30	5,757,891.93	99.971%
Mel's Ace Hardware	Maintenance supplies	162.39	5,758,054.32	99.974%
McMaster-Carr	Pipe flange & pipe tee	142.48	5,758,196.80	99.976%
Tree Towns Repro Service	Document Scanning: PSD-6 Reservoir Design	137.00	5,758,333.80	99.979%
Salz, Joel	Battery: Vehicle M-80328	106.28	5,758,440.08	99.981%
Crowley, Maureen	Employee Picnic	105.99	5,758,546.07	99.982%
Cintas First Aid & Safety	First Aid Supplies	102.10	5,758,648.17	99.984%
AT&T Wireless	Cellular Phone Serv.: 09/27/04-10/25/04	100.97	5,758,749.14	99.986%
SBC Paging	Pager Service: October 2004	98.60	5,758,847.74	99.988%
TelSpan	TeleConferencing Services 9/28/04	93.95	5,758,941.69	99.989%
Royal Graphics Printers	Office Supplies	90.70	5,759,032.39	99.991%
Crescent Electric Supply Company	Chloride Batteries	80.45	5,759,112.84	99.992%
Soooper Lube	Vehicle Maintenance: M-63638	78.85	5,759,191.69	99.994%
Verizon Wireless	Cellular Phone Serv.: 10/09/04-11/08/04	73.22	5,759,264.91	99.995%
ALTO U.S., Inc.	Squeegie Swivel Brackets	65.91	5,759,330.82	99.996%
ORR Safety	Gas detector repairs	65.00	5,759,395.82	99.997%
Network Technologies Group, LLC	Corrosion Telemetry: 09/01/04-10/01/04	43.65	5,759,439.47	99.998%

VENDOR VOLUME  
 ACCOUNTS PAYABLE SPREADSHEET  
 11/11/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Allied Office Supplies	Office Supplies	41.28	5,759,480.75	99.999%
United Visual	Equipment Rental	40.00	5,759,520.75	99.999%
Westchester Lock & Key Service, Inc	Key rings & keys	28.10	5,759,548.85	100.000%
Elmhurst Auto Parts	Parts: M-149226	7.96	5,759,556.81	100.000%
John Deere Landscapes	Maintenance Supplies	3.26	5,759,560.07	100.000%
Total Accounts Payable		5,759,560.07		



## **DU PAGE WATER COMMISSION**

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

October 28, 2004

Chairman Vondra and Commissioners  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126

Dear Chairman Vondra and Commissioners:

On October 28, 2004, Warren Green of Alvord, Burdick & Howson, Michael Winegard of Consoer Townsend Envirodyne, Paul Herubin of Consoer Townsend Envirodyne and Robert Martin met to discuss the differences in the results of the hydraulic models used to evaluate the TW-3 project.

The hydraulic modeling work that was performed by the DuPage Water Commission in the late 1990s relative to the transmission main improvements for the western belt, including TW-3, included hydraulic input data that was known at that time. This data included information relative to "C"-Factors, demand allocations, and the pipeline system. The recent hydraulic modeling, as performed by Consoer Townsend Envirodyne, included the previous information plus updated demand allocations, assumed "C"-factors of 95 for all pipelines and the constructed piping system improvements. Furthermore, these two analyses were performed on different software platforms and the 1999 computer model software is no longer in existence.

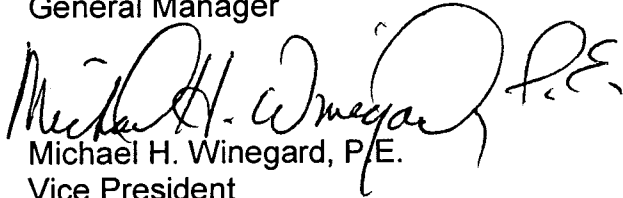
As a result of this meeting, it was concluded that due to the numerous changes to the input data, technical evolution of the software platforms and physical system changes, an exact comparison of the two hydraulic model results was not possible without significant engineering effort and cost. However, it was agreed to by all parties that the most recent hydraulic modeling performed by Consoer Townsend Envirodyne accurately represents the hydraulics of the Commission's system and indicates that the construction of TW-3 is not required at this time. All parties also agreed that the modeling indicates that all of the current customers will receive equivalent services (average day demand under emergency conditions).

The results of the study performed by Consoer Townsend Envirodyne indicated different projected hydraulic grade line elevations than the design hydraulic grade line elevations that were provided to the customers for design of the pressure adjusting stations. At some point in the future it is recommended by the General Manager that additional hydraulic modeling work be performed to evaluate the significance of this difference and its impact upon the customers.

Should you have any questions do hesitate to call.

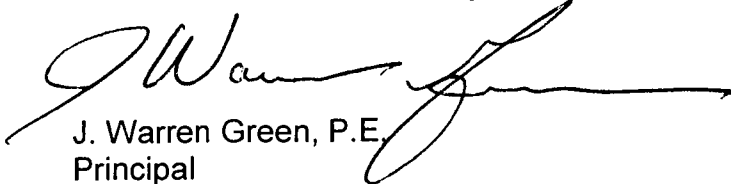


Robert L. Martin, P.E.  
General Manager



Michael H. Winegard, P.E.  
Vice President

Consoer Townsend Envirodyne Engineers, Inc.



J. Warren Green, P.E.  
Principal  
Alvord, Burdick & Howson, L.L.C.