



# DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642  
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## AGENDA

**DU PAGE WATER COMMISSION  
THURSDAY, JUNE 10, 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 Hearing Regarding Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005
- III. Public Comments
- IV. Approval of Minutes
  - A. Regular Meeting of May 13, 2004
  - B. First Regular Executive Session Meeting of May 13, 2004
  - C. Second Regular Executive Session Meeting of May 13, 2004  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- V. Treasurer's Report – May 2004  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- VI. Committee Reports
  - A. Administration Committee
    1. Report of 6/10/04 Meeting
    2. Actions on Items Listed on 6/10/04 Administration Committee Agenda
  - B. Engineering & Construction Committee
    1. Report of 6/10/04 Meeting
    2. Actions on Items Listed on 6/10/04 Engineering & Construction 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.

## C. Finance Committee

1. Report of 6/10/04 Meeting
2. Actions on Items Listed on 6/10/04 Finance Committee Agenda

## VII. Chairman's Report

## VIII. Omnibus Vote Requiring Majority Vote

- A. Ordinance O-13-04: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005

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

- B. Ordinance O-14-04: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County

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

- C. Ordinance O-15-04: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Contract TIB-1 Inner Belt Transmission Main Pipeline Easement Agreement with the City of Elmhurst

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

- D. Resolution R-32-04: A Resolution Awarding a Contract for Soils and Materials Testing Services

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

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

- A. Resolution R-31-04: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the June 10, 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 R-33-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the June 10, 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)

## X. Old Business

- A. Summary of Action Taken Since Previous Meeting

**B. Phase I of Contract TW-3 Stearns Road (pipe under roadway improvement)**

1. Resolution R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village

(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)

2. Resolution R-30-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I)

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

3. Purchase Order No. 8092

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

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners—7)

**XI. New Business**

**A. Committee, Task Force, and Officer Appointments**

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

**XII. Accounts Payable**

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

**XIII. Public Comments**

**XIV. Executive Session**

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

**XV. Financial Administrator Retirement Date**

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

**XVI. Adjournment**

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

**MINUTES OF A MEETING OF THE  
DU PAGE WATER COMMISSION  
HELD ON THURSDAY, MAY 13, 2004  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:30 P.M.

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

Commissioners absent: T. Feltes, A. Poole and G. Wilcox

Also in attendance: Treasurer R. Thorn, M. Crowley, R. Martin, E. Kazmierczak, R. Skiba, C. Johnson, W. Green (Alvord Burdick & Howson) and R. Shea (Alvord, Burdick & Howson)

**PUBLIC COMMENTS**

Gary Webster, Village Manager of Glen Ellyn, read the following prepared statement:

“Let me first thank you for the very thorough and complete follow-up response to comments and questions made by myself and other municipal managers at your last meeting of April 7<sup>th</sup>.

Let me also reiterate my recommendation that the DWC revisit the five-year capital and financial plan to re-think key assumptions, updated costs, and what potential major expenses are not yet reflected. For example, the financial plan is based on a fundamental assumption that the sales tax will continue, and that annual \$15 million payments to DuPage County will end after four more years. At least \$8 million of costs incurred within the last year are not reflected in the current five-year plan. No financial provisions have been identified for C-factor resolution, or issues involving the Lexington Pump Station. Finally, the \$20 million TW3 project is not a necessity, and is an additional eight hours of backup reservoir capacity really worth the \$20 million?

Instead of centralized redundancy, maybe the Water Commission could help promote and facilitate de-centralized redundancy by working with its customers on their emergency backup water wells?

Specific agenda comments include the following:

- Section VIII Omnibus Vote – Item F – Resolution R-25-04 – This resolution seems to authorize continued and revised work for design of the additional, backup water reservoirs at a cost of approximately \$850,000. The Water Commission should defer action on this item pending a review of need, value, and alternatives.
- Section IX Old Business – Item B – Phase I Contract TW3 – This project with at least \$20 million of remaining expense should be halted as unneeded and not essential for the Water Commission to meet its customer obligations.

## Minutes of the 5/13/04 Meeting

- Section XI Accounts Payable – The Accounts Payable list continues to show a \$10,000 monthly expense to Greenberg Traurig for legal services. It is my understanding that this firm was hired last June, and that any legal work is billed at an hourly rate over and above the \$10,000 monthly fee. How much money has been paid to Greenberg Traurig since last June? What services are being provided that warrant a continuation of this contract?

Thank you for your consideration of these thoughts and questions.”

Joseph Block, Village Manager of Addison, read the following prepared statement:

“My name is Joseph Block, and I am the Village Manager of the Village of Addison. I am here this evening to comment on the proposed agenda item to authorize engineering for the construction of the water main, commonly referred to as TW-3.

As one of the communities who is allegedly benefiting by this project, I feel that it is appropriate to comment on it at this time.

In our opinion, this project, in its current scope, would provide only limited benefits to our community under certain scenarios. Since 1992, the Commission’s water supply to our community has been interrupted twice. In our opinion, TW-3 would not have helped in either of these temporary interruptions. The cause of the last interruption was the Commission’s lack of maintenance on its system of valves. I brought that situation to the attention of the Manager of Construction, and I certainly hope that this situation will be rectified.

The Village of Addison believes that its best insurance against an interruption of the Lake Michigan water supply is to maintain adequate storage, and to properly maintain its existing well system. We have done both. In both service interruptions, we were able to go to our backup systems without any difficulty.

It is my understanding that even the Commission’s own consultants have indicated that the cost-benefit analysis for this project, in its current scope, shows that its value is very limited. A recent examination, which was mentioned at previous Commission meetings, suggested that the benefits of TW-3 would not be realized for 20 years. That would suggest that there is absolutely no advantage to pursuing this project now. The imminent street improvements in Carol Stream and Bartlett would serve their useful life before a project of this type would be considered necessary.

In my opinion, it would appear that the major thrust of this project would be to provide some sort of possible future connection to the Village of Bartlett, a community that the Commission is prohibited by statute from supplying with Lake Michigan Water. I would ask the members of the Commission whether this is worth the \$20 million price tag, particularly when it would have to come from the Rate Stabilization Fund.

I would also question whether the proposed route is the most efficient manner of providing redundancy to the communities in questions.

Because of these questions, I would urge the members of the Commission to vote against any authorization of TW-3 this evening.”

## Minutes of the 5/13/04 Meeting

Peter Burchard, City Manager of Naperville, made the following comments:

With respect to TW-3, the Commissioner's policy of building redundancy into the system has done good things for Naperville. If TW-3 is justified, move forward with it. However, in discussing the TW-3 project with Commissioner Allen Poole, it is my understanding that he has re-evaluated the project and has changed his mind as to the project's necessity because the communities supposedly benefited by the TW-3 project do not appear to support it.

With respect to Task Order No. 2 to the CTE Contract to be approved by Resolution No. R-23-04, I spoke to Village of Darien and agree that it would be prudent for the DuPage Water Commission to proceed with the Task Order and find a solution for the Village of Darien. But, as the Commission goes forward, the Commission should examine every opportunity to partner with the contractor (monetarily and technically) and, though there is no conflict now, the Commission should seek a full understanding and disclosure of any relationship between the contractor and member(s) of this Board.

Joe Breinig, Village Manager of Carol Stream, read the following prepared statement:

"Carol Stream and other members of the Water Commission pride themselves on the orientation they have for their customers. We like others elicit feedback from those who do business and interest with the Village, and to the best of our ability attempt to address their concerns and treat them with dignity. I come before you this evening as a customer to address subsequent customer rates.

The customers of the Commission, Carol Stream and others, have asked Chairman Vondra and County Board Chairman Schillerstrom for the creation of a task force to address this complex issue. Rather than listen and address the concerns of its customers Chairman Vondra has publicly supported efforts to unilaterally create a formula for subsequent customers. Studies commissioned by the Water Commission to explore this matter have not received adequate public discussion and scrutiny. This model is not one we would employ with our customers. This is not good governance.

The Commission will soon receive, if it has not already begun to, resolutions from its customers repealing resolutions adopted in 1993 waiving application of subsection 12(c) of the Charter Customer Contract for any subsequent customers. Carol Stream will consider such a resolution at its May 17 meeting. The repeal of these waivers is made necessary by the actions supported by Chairman Vondra.

The task force would allow input from representatives of the customers of the Water Commission. Representatives from both charter and subsequent customers are envisioned on the task force. Could any business looking to be successful ignore its customers? I call upon you as Commissioners to press for creation of a task force with customer participation to jointly work on rates for subsequent customers. I also ask that you press for public presentation and scrutiny of the Water Commission funded studies addressing subsequent customer rates.

Thank you for your time and patience."

## Minutes of the 5/13/04 Meeting

In response to the statements made by Mr. Breinig, Chairman Vondra made the following points:

- Chairman Vondra reminded the Commissioners that, at the recommendation of Commissioner Poole, the Commission retained an independent financial consultant, Virchow Krause, and an independent legal counsel, Lew Greenbaum, to assist the Commission in addressing the issue of subsequent customer rates.
- Due to the importance and complexity of the issue, Commissioner Vondra asked Commissioners Poole and Wilcox to work with staff on developing initial recommendations, which initial recommendations would be considered by the full Board at a special meeting held solely for this purpose, and that only after the Commissioners were comfortable with whatever the ultimate recommendations will be, would it be appropriate for the Commission to involve its customers.
- Chairman Vondra noted that it is important to keep Commissioner Poole involved because of his familiarity with the Commission's current rate structure and because Naperville is the Commission's largest customer.

Commissioner Ferraro moved to approve the Minutes of the April 7, 2004 regular meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson moved to approve the Minutes of the April 7, 2004 special meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mathews moved to approve the First Regular Executive Session Minutes, the Second Regular Executive Session and the Special Executive Session Minutes of the April 7, 2004 meetings of the DuPage Water Commission. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Treasurer Thorn presented the Treasurer's Report. The Treasurer's Report for the month of April 2004 showed receipts of \$7,439,177.98, disbursements of \$4,140,702.61 and a cash and investment balance of \$190,231,206.72.

Commissioner Benson moved to accept the April 2004 Treasurer's Report. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Hartwig

Commissioner Hartwig informed the Commission that the General Manager had made an offer to an MBA/CPA for the Financial Administrator position, but that this individual requested that the official announcement not be made until the current employer was notified.

Commissioner Chaplin moved to go into Executive Session to discuss matters related to personnel matters pursuant to 5 ILCS 120/2(c)(1). Seconded by Commissioner Hartwig and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, J. Vrdolyak, D. Zeilenga and M. Vondra

Nays: W. Mueller and W. Murphy

Absent: T. Feltes, A. Poole, and G. Wilcox

The Commission went into Executive Session at 8:00 P.M.

Commissioner Mueller moved to come out of Executive Session at 8:35 P.M. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Zeilenga moved to take a five minute recess. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mueller moved to authorize Chairman Vondra to execute an Employment Contract with Robert L. Martin, as General Manager, containing the special terms and conditions discussed in Executive Session and such other employment terms and conditions as are customary and appropriate under the circumstances and approved by both the Commission's special counsel, Moss and Bloomberg, and the Commission's Staff Attorney. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, J. Vrdolyak and M. Vondra

Nays: None

Absent: T. Feltes, A. Poole, G. Wilcox and D. Zeilenga



## Minutes of the 5/13/04 Meeting

### Engineering Committee – Report by Commissioner Mueller

Commissioner Mueller reported that the Engineering Committee discussed Phase 1 of Contract TW-3 but would hold any discussion on the matter until Old Business.

The Engineering Committee recommended to the Commission approval of the change orders in the amount of \$321,200.00 and approval of Resolution R-20-04 during the Omnibus Vote Agenda.

The Engineering Committee recommended to the Commission approval of the progress payments in the amount of \$529,880.00 as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee recommended to the Commission approval of the final payment for Contract MS-13 in the amount of \$99,000.00 as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee recommended to the Commission approval of Resolution Nos. R-23-04 and R-26-04.

The Engineering Committee report was concluded with presentations by the Commission's consulting engineers on the Electrical Generation and Additional Reservoir projects. Extensive discussion ensued concerning the need for these projects, with the General Manager responding to questions concerning whether average day supply has been the historical policy benchmark for redundancies (yes), whether the projects were included in the budget (yes), whether interfund borrowing would be associated with these projects (yes, if the TW-3 project is also included on its current), and the General Manager's project priorities (generators at the DuPage pump station then generators at the Lexington pump station, and then purchasing the Lexington pump station).

### Finance Committee

The Finance Committee did not meet due to lack of a quorum.

### Chairman's Report

Chairman Vondra reported that he was assigning the subsequent customer rate issue to Commissioners Poole and Wilcox, General Manager Martin and Staff Attorney Crowley, as previously noted, and that he was assigning Commissioner Matthews to work on C-Factor matters once the results of the calibration study had been received under the Task Order to be approved by Resolution No. R-26-04. Chairman Vondra concluded his report by once again disclosing, as requested by Peter Burchard, his relationship to Abbott Contractors, the contractor that installed the main that is associated with Task Order No. 2 to the CTE Contract to be approved by Resolution No. R-23-04.

OMNIBUS VOTE AGENDA

Commissioner Mueller moved to approve Resolution R-22-04: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Murphy requested that Resolution Nos R-23-04, R-24-04, R-25-04 and R-28-04 be removed from the Omnibus Vote Agenda Requiring Super/Special Majority Vote.

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

Super/Special Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

Item 1. Ordinance O-11-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Article XI) – “Super/Special Majority Omnibus Vote”

Item 2. Resolution R-20-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 13, 2004 DuPage Water Commission Meeting – “Super/Special Majority Omnibus Vote”

Item 3. Resolution R-21-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the May 13, 2004 DuPage Water Commission Meeting – “Super/Special Majority Omnibus Vote”

Item 4: Resolution R-26-04: A Resolution Approving and Ratifying Certain Task Order Under a Master Engineering Agreement with Alvord, Burdick &

## Minutes of the 5/13/04 Meeting

Howson, L.L.C. at the May 13, 2004, DuPage Water Commission Meeting–  
“Super/Special Majority Omnibus Vote”

Item 5: Resolution R-27-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-6/02 at the May 13, 2004 DuPage Water Commission Meeting– “Super/Special Majority Omnibus Vote”

Commissioner Mathews moved to approve Resolution R-23-04: A Resolution Approving and Authorizing the Execution of a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. for Professional Engineering Services. Seconded by Commissioner Chaplin.

Commissioner Murphy moved to table Resolution R-23-04: A Resolution Approving and Authorizing the Execution of a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. for Professional Engineering Services. Seconded by Commissioner Ferraro and approved by a Roll Call Vote:

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

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

Abstain: M. Vondra

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Chaplin moved to approve Resolution R-24-04: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Camp Dresser & McKee Inc., for the Pipe Loop Testing Program at the DuPage Pump Station. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Chaplin moved to approve Resolution R-25-04: A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Design of Concrete Reservoirs for the DuPage Pump Station. Seconded by Commissioner Mathews and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, G. Mathews, W. Mueller, J. Vrdolyak, D. Zeilenga and M. Vondra.

## Minutes of the 5/13/04 Meeting

Nays: R. Ferraro and W. Murphy

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Hartwig moved to approve Resolution R-28-04: A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, W. Mueller, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

### OLD BUSINESS:

Commissioner Chaplin moved to approve Resolution R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village. Seconded by Commissioner Zeilenga.

Chairman Vondra moved to table Resolution R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village until the June 2004 meeting. Seconded by Commissioner Ferraro and approved by a Voice Vote.

Majority voted aye, with Commissioner Murphy voting no. Motion carried.

Commissioner Chaplin moved to table Resolution R-30-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I) and Purchase Order No. 8092 until the June 2004 meeting. Seconded by Commissioner Ferraro and approved by a Voice Vote.

Majority voted aye, with Commissioner Murphy voting no. Motion carried.

### NEW BUSINESS:

Commissioner Chaplin moved to confirm Chairman Vondra's appointment of a single indivisible slate of Commissioners to serve on the Committees, as Chair or otherwise, set forth in Chairman Vondra's memorandum dated May 3, 2004, to the Commissioners, for a term expiring at the conclusion of the May 2005 regular meeting of the Board of Commissioners or until their successors are duly appointed and confirmed. Seconded by Commissioner Hartwig and motion failed by a Roll Call Vote.

## Minutes of the 5/13/04 Meeting

Ayes: E. Chaplin, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: R. Benson, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller and W. Murphy

Absent: T. Feltes, A. Poole and G. Wilcox

Chairman Vondra withdrew the appointment of Commissioner Mueller as Vice-Chairman of the Commission for a term expiring April 30, 2006 or until his successor is duly appointed and confirmed.

Commissioner Mueller moved to suspend the first reading procedures of the Commission's By-Laws and approve Ordinance O-12-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 3 of Article IX). Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Benson moved to ratify Purchase Order No. 8047 in the amount of \$9,873.98 to Kingsbury Inc. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Benson moved to ratify Purchase Order No. 8063 in the amount of \$43,816.00 to Oakfield Ford. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

## Minutes of the 5/13/04 Meeting

Commissioner Hartwig moved to approve the Accounts Payable in the amount of \$4,115,474.48, subject to submission of all contractually required documentation. Seconded by Commissioner Ferraro.

Commissioner Murphy requested that the Greenberg Traurig Invoice # 1198241 be removed from the Accounts Payables to be voted on separately.

The revised Accounts Payables were unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

Discussion ensued regarding the Greenberg Traurig Invoice # 1198241.

After several failed motions to approve the invoice but terminate the service contract, to table that motion indefinitely or to the June meeting, and to call the question, Chairman Vondra moved to table approval of the Greenberg Traurig Invoice #1198241 to after Executive Session. Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: E. Chaplin, R. Ferraro, L. Hartwig, W. Mueller, J. Vrdolyak, D. Zeilenga and M. Vondra

Nays: R. Benson, G. Mathews, and M. Murphy

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Hartwig moved to go into Executive Session to discuss matters related to the retention/dismissal of legal counsel pursuant to 5 ILCS 120/2 (c)(1). Seconded by Commissioner Mathews and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

The Commission went into Executive Session at 10:55 P.M.

Commissioner Hartwig moved to come out of Executive Session at 11:26 P.M. Seconded by Commissioner Ferraro and unanimously approved by Voice Vote.

## Minutes of the 5/13/04 Meeting

All voted aye. Motion carried.

Commissioner Hartwig moved to approve Greenberg Traurig Invoice #1198241 and to continue retaining Greenberg Traurig for a period of at least 60 days to allow Chairman Vondra time to negotiate a more favorable arrangement. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, W. Murphy, J. Vrdolyak, D. Zeilenga and M. Vondra.

Nays: None

Absent: T. Feltes, A. Poole and G. Wilcox

In response to comments made by the City Administrator of Darien during the second public comments, Commissioner Chaplin moved to remove Resolution No. R-23-04: A Resolution Approving and Authorizing the Execution of a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. for Professional Engineering Services from the table. Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, J. Vrdolyak, D. Zeilenga and M. Vondra

Nays: W. Mueller and W. Murphy

Absent: T. Feltes, A. Poole and G. Wilcox

Commissioner Mathews moved to approve Resolution No. R-23-04: A Resolution Approving and Authorizing the Execution of a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. for Professional Engineering Services. Seconded by Commissioner Zeilenga and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, M. Mathews, W. Mueller, J. Vrdolyak, and D. Zeilenga

Nays: W. Murphy

Absent: T. Feltes, A. Poole and G. Wilcox

Abstain: M. Vondra

Commissioner Chaplin moved to adjourn the meeting at 12:00 A.M. Seconded by Commissioner Murphy 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  
May 31, 2004

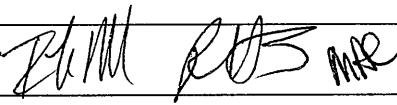
REVENUE	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
WATER SALES	4,011,453.78	4,460,916.26	(449,462.48)	4,011,453.78	4,460,916.26	(449,462.48)
SALES TAXES	2,470,988.35	2,275,925.80	195,062.55	2,470,988.35	2,275,925.80	195,062.55
INVESTMENT INCOME (NOTE 1)	(344,259.79)	1,082,771.68	(1,427,031.47)	(344,259.79)	1,082,771.68	(1,427,031.47)
OTHER INCOME	105,256.90	96,541.36	8,715.54	105,256.90	96,541.36	8,715.54
<b>TOTAL REVENUE</b>	<b>6,243,439.24</b>	<b>7,916,155.10</b>	<b>(1,672,715.86)</b>	<b>6,243,439.24</b>	<b>7,916,155.10</b>	<b>(1,672,715.86)</b>
<b>EXPENSES</b>						
PERSONAL SERVICES	187,866.77	194,587.11	(6,720.34)	187,866.77	194,587.11	(6,720.34)
PROFESSIONAL SERVICES	31,238.58	66,995.41	(35,756.83)	31,238.58	66,995.41	(35,756.83)
CONTRACTUAL SERVICES	81,399.71	30,840.08	50,559.63	81,399.71	30,840.08	50,559.63
INSURANCE	13,816.00	0.00	13,816.00	13,816.00	0.00	13,816.00
ADMINISTRATIVE COSTS	10,327.84	6,521.77	3,806.07	10,327.84	6,521.77	3,806.07
WATER SUPPLY COSTS	3,001,250.24	2,986,370.56	14,879.68	3,001,250.24	2,986,370.56	14,879.68
BOND PRINCIPAL & INTEREST	14,292,878.78	13,718,953.75	573,925.03	14,292,878.78	13,718,953.75	573,925.03
LAND AND RIGHT OF WAY	500.00	0.00	500.00	500.00	0.00	500.00
CAPITAL OUTLAY	21,205.15	6,217.31	14,987.84	21,205.15	6,217.31	14,987.84
<b>TOTAL OPERATING EXPENSES</b>	<b>17,640,483.07</b>	<b>17,010,485.99</b>	<b>629,997.08</b>	<b>17,640,483.07</b>	<b>17,010,485.99</b>	<b>629,997.08</b>
CONSTRUCTION EXPENDITURES	371,292.85	92,394.79	278,898.06	371,292.85	92,394.79	278,898.06
TRANSFERS TO OTHER GOVERNMENTS	500,000.00	0.00	500,000.00	500,000.00	0.00	500,000.00
<b>TOTAL EXPENSES</b>	<b>18,511,775.92</b>	<b>17,102,880.78</b>	<b>1,408,895.14</b>	<b>18,511,775.92</b>	<b>17,102,880.78</b>	<b>1,408,895.14</b>
<b>NET FUND TRANSACTIONS</b>	<b>(12,268,336.68)</b>	<b>(9,186,725.68)</b>	<b>(3,081,611.00)</b>	<b>(12,268,336.68)</b>	<b>(9,186,725.68)</b>	<b>(3,081,611.00)</b>
<b>BEGINNING BALANCE</b>						
				190,231,206.72	203,356,754.24	(13,125,547.52)
<b>ENDING BALANCE</b>						
				177,962,870.04	194,170,028.56	(16,207,158.52)
<b>FUNDS CONSIST OF:</b>				<b>May 31, 2004</b>	<b>May 31, 2003</b>	<b>INCR. - (DECR.)</b>
PETTY CASH				500.00	500.00	0.00
CASH AT BANK ONE				13,310.05	30,298.57	(16,988.52)
CASH AT OAK BROOK BANK LOCK BOX				943,462.77	223,503.72	719,959.05
CASH AT VILLA PARK TRUST & SAVINGS				1,059.63	1,054.27	5.36
<b>TOTAL CASH</b>	<b>May 31, 2004</b>	<b>May 31, 2003</b>	<b>% CHANGE</b>	<b>958,332.45</b>	<b>255,356.56</b>	<b>702,975.89</b>
ILLINOIS FUNDS MONEY MARKET	29.2%	14.9%	78.9%	51,690,239.05	28,891,314.00	22,798,925.05
ILLINOIS FUNDS PRIME FUND	31.3%	8.6%	233.4%	55,420,181.05	16,625,028.69	38,795,152.36
GOVERNMENT MONEY MARKET FUNDS	0.1%	0.0%	1583.6%	61,024.52	3,624.68	57,399.84
U. S. TREASURY INVESTMENTS	8.0%	31.8%	-77.0%	14,193,136.72	61,766,994.50	(47,573,857.78)
U. S. AGENCY INVESTMENTS	17.3%	31.8%	-50.3%	30,639,956.25	61,627,710.13	(30,987,753.88)
CERTIFICATES OF DEPOSIT	14.1%	12.9%	0.0%	25,000,000.00	25,000,000.00	0.00
<b>TOTAL INVESTMENTS</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-8.7%</b>	<b>177,004,537.59</b>	<b>193,914,672.00</b>	<b>(16,910,134.41)</b>
<b>TOTAL FUNDS</b>				<b>177,962,870.04</b>	<b>194,170,028.56</b>	<b>(16,207,158.52)</b>

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



DATE: June 2, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	Ordinance O-13-04	<b>APPROVAL</b>	
<p>Ordinance O-13-04 is the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005. This ordinance is based on the budget plus a factor designed to allow the Board of Commissioners the ability to expend all funds available to it during the fiscal year even though the budget does not contemplate so doing. The budget still provides the criteria for management analysis.</p> <p>To facilitate the personnel reorganization, and in recognition that such reorganization will likely exceed the personnel budget, the factor applied to operating expenses for FY 2005 is 125% of budget. A factor of 150% is applied to construction outlays.</p>			
<b>MOTION:</b> To adopt Ordinance O-13-04			

DU PAGE WATER COMMISSION

ORDINANCE NO. O-13-04

Annual Budget and Appropriation Ordinance  
for the Fiscal Year Commencing  
May 1, 2004 and Ending April 30, 2005

BE IT ORDAINED by the Board of Commissioners of the DuPage Water  
Commission, Counties of DuPage, Cook and Will, Illinois, as follows:

SECTION ONE: That the following sums are authorized by law and the same are  
hereby appropriated for the Water Fund, the Revenue Bond Construction Fund, the  
Corporate Fund and the Arbitrage Rebate Fund of the DuPage Water Commission, for the  
objects and purposes hereinafter specified during the fiscal year commencing May 1, 2004  
and ending April 30, 2005 and that the sums of money hereinafter set forth are deemed  
necessary to defray all necessary expenses and liabilities of the DuPage Water  
Commission for said period:

DU PAGE WATER COMMISSION  
APPROPRIATION ORDINANCE  
MAY 1, 2004 TO APRIL 30, 2005

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
WATER FUND REVENUES		
WF-5110	OPERATIONS & MAINTENANCE PAYMENTS	47,065,418
WF-5120	FIXED COST PAYMENTS	7,143,969
WF-5130	SUBSEQUENT CUSTOMER RATE DIFFERENTIAL	710,540
WF-5140	EMERGENCY WATER SERVICE	35,016
WF-5200	PROPERTY TAXES	0
WF-5300	SALES TAXES	32,113,126
WF-5810	INTEREST INCOME FROM INVESTMENTS	3,600,000
WF-5900	OTHER INCOME	6,300
TOTAL WATER FUND REVENUES		90,674,369
WATER FUND EXPENDITURES		
WF-1700	COST OF FIXED ASSETS ACQUIRED	29,032,500
WF-3190	LEGISLATIVE TRANSFER PAYABLE TO DU PAGE COUNTY	15,000,000
WF-3330	GENERAL OBLIGATION BOND PRINCIPAL PAYMENTS	9,260,000
WF-3340	REVENUE BOND PRINCIPAL PAYMENTS	7,880,000
WF-4300	CUSTOMER REBATES	0
WF-6110	SALARIES OF COMMISSION PERSONNEL	2,618,686
WF-6121	COST OF PENSION PROGRAM	3,580,168
WF-6122	COST OF MEDICAL/LIFE INSURANCE BENEFITS	484,800
WF-6123	COST OF FEDERAL PAYROLL TAXES	200,330
WF-6128	STATE UNEMPLOYMENT TAX EXPENSE	3,528
WF-6131	COST OF TRAVEL FOR MEETINGS & INSPECTIONS	30,938
WF-6132	COST OF PERSONNEL TECHNICAL TRAINING	34,938
WF-6133	STAFF PROFESSIONAL DEVELOPMENT EXPENSES	21,619
WF-6191	PERSONNEL RECRUITING EXPENSES	30,750
WF-6231	COST OF BOND ISSUE ADVISORY SERVICES	2,500
WF-6232	INVESTMENT CONSULTING EXPENSES	294,875
WF-6233	COST OF TRUST SERVICES	45,375
WF-6239	ARBITRAGE REBATE CALCULATION SERVICES EXPENSES	2,188
WF-6251	COST OF GENERAL COUNSEL SERVICES	75,000
WF-6252	COST OF BOND COUNSEL SERVICES	2,500
WF-6253	COST OF SPECIAL COUNSEL SERVICES	168,750
WF-6258	LEGAL NOTICE PUBLICATION EXPENSES	3,750
WF-6259	COST OF CIVIL LITIGATION DEFENSE	31,250
WF-6310	COST OF AUDIT SERVICES	63,969
WF-6320	COST OF OUTSIDE ACCOUNTING SERVICES	0
WF-6350	COST OF INSURANCE CONSULTING SERVICES	0
WF-6381	COST OF UTILITY MAPPING SYSTEM DESIGN	0
WF-6385	COST OF WATER TASTE & ODOR COMPLAINT STUDY	0
WF-6389	COST OF ENGINEERING FOR MAJOR FACILITIES REPAIRS	881,200
WF-6391	SOIL TESTING SERVICES COSTS	62,500
WF-6392	COST OF STORAGE TANK INSPECTION SERVICES	0
WF-6393	COST OF UTILITY MAP SCANNING SERVICES	0
WF-6394	NEWSLETTER PUBLICATION COSTS	8,750
WF-6395	COST OF CONTRACTED FACILITIES MAINTENANCE LABOR	6,250
WF-6396	COST OF VIDEO TAPING SERVICES	0
WF-6399	COST OF RECORD MICROFILM STORAGE	82,188
WF-6411	COST OF GENERAL LIABILITY INSURANCE	223,730
WF-6412	COST OF PUBLIC OFFICIAL'S LIABILITY INSURANCE	100,000
WF-6413	COST OF TEMPORARY CONSTRUCTION BONDS	860
WF-6414	COST OF ENGINEER'S LIABILITY INSURANCE	0
WF-6415	COST OF WORKER'S COMPENSATION INSURANCE	89,581
WF-6416	COST OF UMBRELLA LIABILITY INSURANCE COVERAGE	139,519
WF-6417	COST OF ALL RISK-BUILDER'S INSURANCE	0
WF-6421	COST OF PROPERTY INSURANCE	784,783
WF-6422	COST OF AUTOMOBILE INSURANCE	0
WF-6491	COST OF SELF INSURED CLAIMS	1,281,250

DU PAGE WATER COMMISSION  
APPROPRIATION ORDINANCE  
MAY 1, 2004 TO APRIL 30, 2005

ACCT #	ACCOUNT TITLE	BUDGET/ APPROPRIATION AMOUNT
WF-6512	BUILDING ELECTRIC COSTS	0
WF-6513	GAS UTILITY EXPENSES	40,625
WF-6514	TELEPHONE UTILITY EXPENSES	46,250
WF-6521	COST OF GENERAL OFFICE SUPPLIES PURCHASES	25,938
WF-6522	PURCHASE OF BOOKS & PUBLICATIONS	11,613
WF-6531	PRINTING EXPENSES	7,031
WF-6532	POSTAGE & DELIVERY COSTS	24,000
WF-6540	COST OF DUES AND SUBSCRIPTIONS	24,573
WF-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	31,673
WF-6590	ADMINISTRATIVE MEETING EXPENSES	3,913
WF-6611	COST OF WATER PURCHASES	55,792,053
WF-6612	ELECTRIC UTILITY EXPENSES	2,620,875
WF-6613	PURCHASE OF WATER CHEMICALS	72,500
WF-6614	COST OF WATER TESTING	10,000
WF-6620	COST OF REPAIRS AND MAINTENANCE OF BUILDINGS	1,593,556
WF-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	1,647,000
WF-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	113,569
WF-6721	GENERAL OBLIGATION BOND INTEREST PAYMENTS	4,117,775
WF-6722	REVENUE BOND INTEREST PAYMENTS	7,460,624
WF-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	6,244
WF-6920	COST OF WATER MAIN DEPRECIATION	5,372,923
WF-6930	COST OF WATER BUILDING DEPRECIATION	2,551,910
WF-6940	COST OF PUMPING EQUIPMENT DEPRECIATION	578,214
WF-6950	COST OF FURNITURE & EQUIPMENT PURCHASES	133,563
WF-6960	COST OF MOTOR VEHICLES PURCHASES	74,931
WF-7100	CONSTRUCTION OF WATER METERING STATIONS	0
WF-7200	CONSTRUCTION OF CHICAGO PUMPING STATION	0
WF-7300	CONSTRUCTION OF DU PAGE PUMPING STATION	8,541,000
WF-7400	CONSTRUCTION OF WATER SYSTEM STORAGE	0
WF-7500	CONSTRUCTION OF WATER TRANSMISSION MAINS	15,142,500
WF-7600	CONSTRUCTION OF WATER FEEDER MAINS	0
WF-7700	CONSTRUCTION OF PRESSURE ADJUSTING STATIONS	0
WF-7800	SYSTEM DISINFECTION AND START UP EXPENSES	0
WF-7910	COST OF CONSTRUCTION ENGINEERING	4,102,500
WF-7950	COST OF CONSTRUCTION LEGAL SERVICES	13,500
WF-7960	COST OF CONSTRUCTION MATERIAL TESTING SERVICES	984,750
WF-7970	COST OF CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS	68,250
WF-7980	COST OF CAPITALIZED FIXED ASSETS	0
WF-7990	CONTINGENCY	8,255,389
WF-8001	LEGISLATIVE TRANSFER TO DU PAGE COUNTY	0
TOTAL WATER FUND EXPENDITURES		191,998,267
WATER FUND REVENUE OVER (UNDER) EXPENDITURES		(101,323,898)
AVAILABLE WATER FUND BALANCES 05/01/2004		101,323,898
AVAILABLE WATER FUND BALANCES 04/30/2005		0

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

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

O-13-04.ORD

STATE OF ILLINOIS)  
COUNTY OF DU PAGE)SS

CERTIFICATION

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

I do further certify that the foregoing is a full, true and complete copy of Ordinance O-xx-04 adopted June 10, 2004 said Ordinance being entitled:

"Annual Budget and Appropriation Ordinance for the Fiscal Year  
Commencing May 1, 2004 and Ending April 30, 2005"

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the DuPage Water Commission, this 10<sup>th</sup> day of June, 2004.

---

Clerk

(SEAL)

CERTIFICATION OF BUDGET/APPROPRIATION IN  
ACCORDANCE WITH CHAPTER 35 SECTION  
200/18-50 ILLINOIS COMPILED STATUTES

The undersigned, being Secretary and Chief Fiscal Officer of the Taxing District below named, do hereby certify that attached hereto is a **true and correct copy** of the Budget/Appropriation of said District for its 2004/2005 fiscal year, adopted June 10, 2004.

We further certify that the **estimate of revenues**, by source, anticipated to be received by said Taxing District, either set forth in said document or attached hereto separately, is a true statement of said estimate.

Name of District: \_\_\_\_\_


Secretary: \_\_\_\_\_

Chief Fiscal Officer: \_\_\_\_\_

Date: \_\_\_\_\_, 2004

DATE: June 1, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County  Ordinance No. O-14-04	<b>APPROVAL</b> 	
<p>Attached is "An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County." This Ordinance is adopted annually by the Commission. This Ordinance establishes the prevailing rate of wages for various construction trades working on Commission public works construction projects. The prevailing rate of wages included in this Ordinance have been obtained from the Illinois Department of Labor. The Commission includes a copy of its then current prevailing wage ordinance in all of its public works construction specifications.</p> <p>Once adopted by the Commission, and as required by law, a certified copy of this Ordinance will be filed with both the Secretary of State and the Department of Labor of the State of Illinois. The Commission will also publish a copy of the Ordinance in a newspaper of general circulation within the area, within thirty (30) days following its adoption.</p>			
<b>MOTION:</b> Move to adopt Ordinance O-14-04.			



## DUPAGE WATER COMMISSION

## ORDINANCE NO. O-14-04

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

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

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

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

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

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

Ordinance No. O-14-04

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

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

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

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

SECTION FIVE: The General Manager is hereby directed to:

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

Ordinance No. O-14-04

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A

## Du Page County Prevailing Wage for June 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		29.600	30.600	2.0	1.5	2.0	5.600	7.700	0.000	0.130
CERAMIC TILE FNSHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMMUNICATION TECH		BLD		28.300	30.100	1.5	1.5	2.0	6.300	7.370	0.000	0.420
ELECTRIC PWR EQMT OP		ALL		26.940	34.540	1.5	1.5	2.0	3.250	6.740	0.000	0.130
ELECTRIC PWR GRNDMAN		ALL		20.970	34.540	1.5	1.5	2.0	3.250	5.240	0.000	0.100
ELECTRIC PWR LINEMAN		ALL		31.980	34.540	1.5	1.5	2.0	3.250	8.000	0.000	0.160
ELECTRIC PWR TRK DRV		ALL		21.640	34.540	1.5	1.5	2.0	3.250	5.410	0.000	0.110
ELECTRICIAN		BLD		30.300	33.330	1.5	1.5	2.0	7.300	8.810	3.330	0.450
ELEVATOR CONSTRUCTOR		BLD		37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.340
FENCE ERECTOR	NE	ALL		23.540	24.790	1.5	1.5	2.0	6.000	5.320	0.000	0.000
FENCE ERECTOR	W	ALL		32.490	33.840	2.0	2.0	2.0	5.440	11.82	0.000	0.230
GLAZIER		BLD		29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR		BLD		30.450	32.200	1.5	1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER	E	ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
IRON WORKER	W	ALL		32.490	33.840	2.0	2.0	2.0	5.440	11.82	0.000	0.230
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS		ALL		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD 1		37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD 2		36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD 3		33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD 4		32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 1		35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 2		35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 3		33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 4		31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 5		30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER E		ALL		30.850	32.600	2.0	2.0	2.0	6.000	9.490	0.000	0.750
ORNAMNTL IRON WORKER W		ALL		32.490	33.840	2.0	2.0	2.0	5.440	11.82	0.000	0.230
PAINTER		ALL		30.980	31.980	1.5	1.5	2.0	4.400	3.700	0.000	0.300
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		33.010	35.010	1.5	1.5	2.0	5.550	6.240	0.000	0.800
PLASTERER		BLD		30.000	31.000	1.5	1.5	2.0	4.950	5.310	0.000	0.300
PLUMBER		BLD		33.010	35.010	1.5	1.5	2.0	5.550	6.240	0.000	0.800
ROOFER		BLD		31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
SHEETMETAL WORKER		BLD		32.530	34.280	1.5	1.5	2.0	5.170	6.390	0.000	0.440
SPRINKLER FITTER		BLD		33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR	E	ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STEEL ERECTOR	W	ALL		32.490	33.840	2.0	2.0	2.0	5.440	11.82	0.000	0.230
STONE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TELECOM WORKER		ALL		22.900	24.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON		BLD		29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON		BLD		29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430

TRAFFIC SAFETY WRKR	HWY	22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	ALL 1	27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	ALL 2	27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	ALL 3	27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	ALL 4	28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER	BLD	32.200	33.200	1.5	1.5	2.0	3.760	5.590	0.000	0.580

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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

EXPLANATION OF CLASSES

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

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all



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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs;

Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator;

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

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

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

EXHIBIT B

# Cook County Prevailing Wage for June 2004

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	====	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		35.600	38.800	2.0	2.0	2.0	4.550	5.690	0.000	0.210
BRICK MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
CARPENTER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
CEMENT MASON		ALL		34.000	35.000	2.0	1.5	2.0	5.080	3.750	0.000	0.150
CERAMIC TILE FNSHER		BLD		24.450	0.000	2.0	1.5	2.0	4.750	3.950	0.000	0.210
COMM. ELECT.		BLD		29.940	32.340	1.5	1.5	2.0	5.100	5.240	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		25.740	38.450	1.5	1.5	2.0	4.350	6.060	0.000	0.120
ELECTRIC PWR LINEMAN		ALL		33.000	38.450	1.5	1.5	2.0	5.570	7.770	0.000	0.170
ELECTRICIAN		ALL		33.650	36.150	1.5	1.5	2.0	7.450	5.980	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		37.245	41.900	2.0	2.0	2.0	6.525	3.150	2.230	0.340
FENCE ERECTOR		ALL		23.540	24.790	1.5	1.5	2.0	6.000	5.320	0.000	0.000
GLAZIER		BLD		29.000	30.000	1.5	2.0	2.0	5.340	7.900	0.000	0.400
HT/FROST INSULATOR		BLD		30.450	32.200	1.5	1.5	2.0	6.810	8.010	0.000	0.230
IRON WORKER		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	4.170	3.380	0.000	0.170
LATHER		BLD		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
MACHINIST		BLD		33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS		ALL		24.050	26.050	1.5	1.5	2.0	4.470	5.860	0.000	0.550
MARBLE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
MILLWRIGHT		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
OPERATING ENGINEER		BLD 1		37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD 2		36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD 3		33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD 4		32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		FLT 1		38.350	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT 2		36.850	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT 3		32.800	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		FLT 4		27.300	38.350	1.5	1.5	2.0	5.400	4.250	1.700	0.000
OPERATING ENGINEER		HWY 1		35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 2		35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 3		33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 4		31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY 5		30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER		ALL		30.850	32.600	2.0	2.0	2.0	6.000	9.490	0.000	0.750
PAINTER		ALL		31.350	35.260	1.5	1.5	1.5	4.700	4.400	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIIVER		ALL		33.320	34.820	1.5	1.5	2.0	4.930	4.140	0.000	0.440
PIPEFITTER		BLD		34.000	36.000	1.5	1.5	2.0	5.720	5.350	0.000	0.000
PLASTERER		BLD		29.990	30.990	1.5	1.5	2.0	4.500	5.450	0.000	0.400
PLUMBER		BLD		36.000	38.000	1.5	1.5	2.0	5.100	3.040	0.000	0.390
ROOFER		BLD		31.450	33.450	1.5	1.5	2.0	4.790	2.630	0.000	0.330
SHEETMETAL WORKER		BLD		33.370	36.040	1.5	1.5	2.0	4.960	7.390	0.000	0.540
SIGN HANGER		BLD		22.980	23.830	1.5	1.5	2.0	4.130	2.240	0.000	0.000
SPRINKLER FITTER		BLD		33.700	35.500	2.0	2.0	2.0	6.600	5.000	0.000	0.450
STEEL ERECTOR		ALL		32.580	34.080	2.0	2.0	2.0	6.000	9.660	0.000	0.270
STONE MASON		BLD		30.550	32.550	1.5	1.5	2.0	4.950	5.860	0.000	0.550
TERRAZZO FINISHER		BLD		25.140	0.000	2.0	1.5	2.0	5.450	4.630	0.000	0.200
TERRAZZO MASON		BLD		29.050	30.550	2.0	1.5	2.0	5.450	5.550	0.000	0.160
TILE MASON		BLD		29.850	31.850	2.0	1.5	2.0	4.750	4.750	0.000	0.430

TRAFFIC SAFETY WRKR		HWY		22.050	23.550	1.5	1.5	2.0	2.478	1.800	0.000	0.000
TRUCK DRIVER	E	ALL 1		26.900	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 2		27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 3		27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL 4		27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL 1		27.500	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 2		27.650	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 3		27.850	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TRUCK DRIVER	W	ALL 4		28.050	28.050	1.5	1.5	2.0	4.200	3.100	0.000	0.000
TUCKPOINTER		BLD		32.200	33.200	1.5	1.5	2.0	3.760	5.590	0.000	0.580

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems

are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

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



#### MARBLE FINISHER

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

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled);

Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

#### OPERATING ENGINEERS - FLOATING

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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver;

Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and

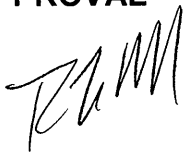
provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

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

DATE: June 3, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	An Ordinance Approving and Authorizing the Execution of a First Amendment to the Contract TIB-1 Inner Belt Transmission Main Pipeline Easement Agreement with the City of Elmhurst  Ordinance No. O-15-04	<b>APPROVAL</b>	 MAC
<p>Attached is "An Ordinance Approving and Authorizing the Execution of a First Amendment to the Contract TIB-1 Inner Belt Transmission Main Pipeline Easement Agreement with the City of Elmhurst." The City of Elmhurst previously granted to the Commission permanent and temporary construction easements for the TIB-1 Inner Belt Transmission Main. Elmhurst granted the easements at no charge to the Commission. Because the construction contractor's use of the site has been more intensive than expected, and the site is more congested than expected, a larger area needs to be designated for the exclusive use of the construction contractor. Elmhurst is agreeable to such an arrangement but requested reimbursement for costs to be incurred by Elmhurst in relocating certain obstructions from the site.</p>			
<b>MOTION:</b> Move to adopt Ordinance No. O-15-04.			

## DuPAGE WATER COMMISSION

## ORDINANCE NO. O-15-04

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST  
AMENDMENT TO THE CONTRACT TIB-1 INNER BELT TRANSMISSION MAIN  
PIPELINE EASEMENT AGREEMENT WITH THE CITY OF ELMHURST

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water (the "Waterworks System"); and

WHEREAS, the Commission has the power to acquire and hold real property, or any interest therein, as it deems appropriate in the exercise of its powers for its lawful purposes; and

WHEREAS, pursuant to Ordinance No. O-5-04, adopted February 12, 2004, the Commission entered into a Pipeline Easement Agreement with the City of Elmhurst dated as of February 27, 2004 (the "Easement Agreement"), whereby the City of Elmhurst granted free of charge to the Commission permanent and temporary construction easements to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove, and abandon in place a portion of its TIB-1 Inner Belt Transmission Main; and

WHEREAS, the Commission and the City of Elmhurst desire to amend the Easement Agreement to (i) enlarge the temporary construction easement and (ii) reimburse costs incurred by the City of Elmhurst in initially relocating all of its materials, equipment, supplies, and other obstructions within the permanent and enlarged temporary construction easements as directed by the Commission;

NOW, THEREFORE, BE IT ORDAINED 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 Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to execute, and the Clerk of the DuPage Water Commission or any licensed notary shall be and hereby is authorized to attest, a First Amendment to the Easement Agreement with the City of Elmhurst 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, including without limitation a better and more precise legal description of the enlarged temporary construction easement; provided, however, that they shall neither execute nor attest the First Amendment on behalf of the Commission unless and until the General Manager shall have presented with copies of the First Amendment executed by the City of Elmhurst.

SECTION THREE. Upon execution and attestation by the General Manager and Clerk or licensed notary, respectively, the enlarged grant of easement for the temporary construction easement described in Exhibit B of the First Amendment attached hereto as Exhibit 1, as such description may be modified to incorporate a better and more precise legal description of the enlarged temporary construction easement, and all things provided for in the Easement Agreement as amended by the First Amendment attached hereto as Exhibit 1, with such modifications as may be required or approved by the General Manager, including without limitation a better and more precise legal



description of the enlarged temporary construction easement, shall be deemed accepted by the Commission without further act.

SECTION FOUR. In the event the General Manager of the Commission determines it is necessary or desirable for the Commission to obtain interim rights-of-way, licenses, approval, permits, or accommodations to provide the Commission with rights of access in, upon, under, over, along, and across the enlarged temporary construction easement before the conditions precedent to execution set forth in Section Two above have been complied with, the General Manager shall be and hereby is authorized to execute any and all documents required to obtain such interim rights-of-way, licenses, approval, permits, or accommodations as approved by the Commission's Staff Attorney.

SECTION FIVE: This Ordinance 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**

DUPAGE WATER COMMISSION

FIRST AMENDMENT  
TO  
PIPELINE EASEMENT AGREEMENT

PART OF PERMANENT REAL ESTATE TAX INDEX NOS.: 06-10-222-003  
06-10-404-001  
06-10-405-002  
06-10-406-005  
06-10-406-006

655 South Route 83, Elmhurst, Illinois

Prepared by and Mail to:

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

DuPAGE WATER COMMISSION  
FIRST AMENDMENT TO PIPELINE EASEMENT AGREEMENT

THIS FIRST AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the DuPAGE WATER COMMISSION, a public corporation, political subdivision and unit of local government created under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 ("**Commission**"), and the CITY OF ELMHURST, an Illinois municipal corporation created and existing under the laws of the State of Illinois, 209 North York Street, Elmhurst, Illinois 60126 ("**Owner**"),

WITNESSETH:

WHEREAS, the Commission and Owner entered into a Pipeline Easement Agreement dated as of February 27, 2004 (the "Easement Agreement"), whereby Owner granted free of charge to the Commission permanent and temporary construction easements to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove, and abandon in place a water transmission main(s) together with related attachments, equipment, and appurtenances thereto; and

WHEREAS, the Commission and Owner desire to amend the Easement Agreement to (i) enlarge the temporary construction easement and (ii) reimburse costs incurred by Owner in initially relocating all of its materials, equipment, supplies, and other obstructions within the permanent and enlarged temporary construction easements as directed by the Commission;

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Commission

to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Amendment to Section 2. Section 2 of the Easement Agreement shall be and it hereby is amended in its entirety so that said Section 2 shall hereafter be and read as follows:

“2. Owner hereby further grants, or, with respect to the property identified by PIN #06-10-406-005, quit claims to the Commission a temporary construction easement for installation of the Pipeline upon, along, over, and across the real property described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (“**Temporary Construction Easement**”). The Temporary Construction Easement shall be used by the Commission only during periods of actual Installation activity and for any necessary restoration of the Easement Premises.”

2. Amendment to Section 6. Section 6 of the Easement Agreement shall be and it hereby is amended in its entirety so that said Section 2 shall hereafter be and read as follows:

“6. Owner hereby reserves the right to use the Easement Premises, the Temporary Construction Easement, and its adjacent property in any manner that will not prevent or interfere with the exercise by the Commission of the rights granted hereunder; provided, however, that Owner shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises at any time whatsoever, nor in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Temporary Construction Easement at any time before completion of the initial Installation of the Pipeline and restoration of the Easement Premises, without the express written consent of the Commission. Owner shall immediately relocate all of its materials, equipment, supplies, and other obstructions within the Easement Premises and the Temporary Construction Easement as directed by the Commission. The Commission shall reimburse Owner for all costs incurred by Owner in initially relocating such obstructions, within 30 days of receipt of an invoice therefor, together with proper supporting documentation.”

3. Amendment to Exhibit B. Exhibit B, entitled “Legal Description of the Temporary Construction Easement,” to the Easement Agreement shall be and it hereby is amended in its entirety so that said Exhibit B shall hereafter be and read as set forth in the Exhibit B attached to this First Amendment and by this reference incorporated

herein and made a part hereof. Any and all references to said Exhibit B in the Easement Agreement shall hereafter be deemed to refer to the Exhibit B attached hereto.

4. Easement Agreement in Full Force and Effect. In all other respects, the Easement Agreement shall remain in full force and effect, and the Easement Agreement shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this First Amendment to be executed by their proper officers duly authorized to execute the same.

ATTEST:

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
Maureen A. Crowley  
Clerk

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

ATTEST:

CITY OF ELMHURST

By: \_\_\_\_\_  
Janet S. Edgley, City Clerk

By: \_\_\_\_\_  
Thomas D. Marcucci, Mayor

## EXHIBIT B

### Legal Description of Temporary Construction Easement

THAT PART OF LOTS 180, 181, AND PART OF VACATED CRESCENT AVENUE OF ROBERTSON AND YOUNG'S THIRD SPRING ROAD ADDITION TO ELMHURST, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1910 AS DOCUMENT 101619, IN DUPAGE COUNTY, ILLINOIS, AND LOT 187 OF AMENDED PLAT OF ROBERTSON AND YOUNG'S THIRD SPRING ROAD ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1958, AS DOCUMENT 881176, IN DUPAGE COUNTY, ILLINOIS, AND THAT PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AS DESCRIBED IN A WARRANTY DEED RECORDED MAY 17, 1933 AS DOCUMENT 336367, TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE CLARK OIL AND REFINING COMPANY RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1976 AS DOCUMENT R76-25863, IN DUPAGE COUNTY, ILLINOIS; THENCE NORTH 00° 43' 35" WEST ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 83 A DISTANCE OF 1261.28 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED BY QUIT CLAIM DEED RECORDED APRIL 18, 1935, AS DOCUMENT 357680, TO THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS (CURRENTLY SALT CREEK SANITARY DISTRICT); THENCE NORTH 88° 04' 00" EAST, ALONG SAID SOUTH LINE AND SOUTH LINE EXTENDED, A DISTANCE OF 250.33 FEET, MORE OR LESS, TO THE WEST LINE OF ROBERTSON AND YOUNG'S SPRING ROAD ADDITION TO ELMHURST, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1909 AS DOCUMENT 96414; THENCE SOUTH 37° 13' 52" EAST ALONG SAID WEST LINE, 44.37 FEET; THENCE SOUTH 40° 14' 13" EAST ALONG SAID WEST LINE, 29.80 FEET; THENCE SOUTH 36° 30' 23" EAST ALONG SAID WEST LINE, 29.26 FEET; THENCE SOUTH 39° 28' 43" EAST ALONG SAID WEST LINE, 20.57 FEET; THENCE ALONG A LINE RUNNING SOUTH 88° 04' 00" WEST, 270.67 FEET (SAID LINE BEING HEREINAFTER REFERRED TO AS LINE "A"); THENCE SOUTH 00° 43' 35" EAST, 473.07 FEET; THENCE SOUTH 89° 16' 25" WEST, 5.00 FEET; THENCE SOUTH 00° 43' 35" EAST, 687.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 86° 44' 24" WEST ALONG SAID NORTH LINE, 50.05 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

### AND ALSO:

A TRACT OF LAND, 105.00 FEET IN WIDTH, BORDERED ON THE NORTH BY LINE "A" AND BORDERED ON THE SOUTH BY A LINE DRAWN 105.00 SOUTH OF AND PARALLEL TO LINE "A."

PIN# 06-10-222-003  
06-10-404-001  
06-10-405-002  
06-10-406-005  
06-10-406-006

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DuPAGE        )

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

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

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

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




COUNTY OF \_\_\_\_\_ ) SS

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

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

DATE: June 2, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Pipeline Department
<b>ITEM</b>	A Resolution Awarding a Contract for Soils and Materials Testing Services  Resolution R-32-04	<b>APPROVAL</b>	
<p>Attached is "A Resolution Awarding a Contract for Soils and Materials Testing Services." The Commission seeks proposals every three years for soils and materials testing services. The Commission sent a Request for Proposals to seven (7) firms. The Commission received only one (1) proposal by the deadline identified in the Request for Proposals. The Commission did receive a second proposal at 1:20 PM (20 minutes after the deadline).</p> <p>SEECO Consultants, Inc., the materials-testing firm that submitted a timely proposal, has been the materials testing firm for the last six years. Staff recommends acceptance of SEECO Consultants, Inc. proposal.</p>			
<b>MOTION:</b> Move to adopt Resolution R-32-04.			

**DU PAGE WATER COMMISSION****RESOLUTION NO. R-32-04****A RESOLUTION AWARDING A CONTRACT FOR  
SOILS AND MATERIALS TESTING SERVICES**

WHEREAS, Contract/Proposals for the Soils and Materials Testing Services were received on June 2, 2004; and

WHEREAS, the DuPage Water Commission has reviewed the proposal received and determined that the Contract/Proposal of SEECO Consultants, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards Soils and Materials Testing Services to SEECO Consultants, Inc. for the unit prices set forth in Section 2A of the Contract/Proposal for Soils and Materials Testing Contract, attached hereto as Exhibit 1 and by this reference incorporated herein and made a part of hereof, conditioned upon the receipt of such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract/Proposal for Soils and Materials Testing Services that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

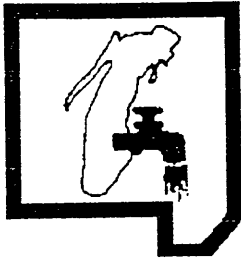
ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1



# DuPage Water Commission

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

## REQUEST FOR PROPOSALS

OWNER: DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

Technical on and off site soils and materials testing and inspectional services during the potential construction of approximately 9.5 miles of 48-inch water transmission main, 2.0 miles of 72-inch water transmission main, 1.5 miles of miscellaneous feeder mains, and facility improvements that may include a 30 million gallon concrete reservoir and related site improvements, electric generation facilities and related site improvements, pumping stations at up to three existing water storage sites, and metering stations, in addition to any other work Owner may require, in DuPage and Cook Counties, Illinois.

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, attention Robert L. Martin, General Manager, BEFORE 1:00 P.M., June 2, 2004.

## INSTRUCTIONS TO BIDDERS

### Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

### Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

### Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 19<sup>th</sup> day of May, 2004.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin  
General Manager

DUPAGE WATER COMMISSION  
CONTRACT/PROPOSAL FOR  
SOILS AND MATERIALS TESTING SERVICES

Full Name of Bidder SEECO CONSULTANTS, INC. ("Bidder")  
Principal Office Address 7350 Duvan Drive, Tinley Park, IL 60477  
Local Office Address \_\_\_\_\_  
Contact Person Don Cassier Telephone 708/429-1666

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for technical on and off site soils and materials testing and inspectional services, as described in Subsection 1B below and as authorized in accordance with Subsection 3B of this Contract/Proposal, in connection with the potential construction of approximately 9.5 miles of 48-inch water transmission main, 2.0 miles of 72-inch water transmission main, 1.5 miles of miscellaneous feeder mains, and facility improvements that may include a 30 million gallon concrete reservoir and related site improvements, electric generation facilities and related site



improvements, pumping stations at up to three existing water storage sites, and metering stations, in addition to any other work Owner may require, in DuPage and Cook Counties, Illinois (the "Work Site");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the following specifications:

1. Density testing using Troxler Nuclear equipment for:
  - a. Trench backfill materials.
  - b. Sub-base course materials.
  - c. Bituminous binder course materials.
  - d. Bituminous surface course materials.
  - e. Bituminous aggregate mixture (B.A.M.)
  - f. Other areas where there will be engineered fill beneath building slabs, roadways and parking lots.
2. Concrete water main inspection and testing both at the manufacturing plant and on the construction site as follows:
  - a. Mold concrete cylinders for compressive strength testing.
  - b. Observe the performance of load bearing tests on concrete pipe, if necessary.
  - c. Visually inspect and approve pipes for shipment to job, if required.
  - d. Inspection at plant to insure proper steel cylinder gauge thickness in harnessed pipe sections, proper concrete steam and water curing times, record stressing wire tensioning and provide stressing wire and steel cylinder testing services as required in the applicable construction contract documents, if required.

3. Observe and test soils at the bottom of excavation for footings and pipeline installations. Perform unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches.
4. Test concrete and Controlled Low Strength Material ("CLSM"), as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing.
5. Perform batch plant inspections at both concrete, CLSM, and bituminous plants.
6. Perform laboratory tests as follows:
  - a. Laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials.
  - b. Compressive strength test for concrete or CLSM cylinders.
  - c. Gradation for granular materials.

Technicians used to perform the Work shall have completed training courses in the use of nuclear density equipment, shall have passed the A.C.I. examination, and shall have at least 2 years of experience.

Technicians shall have a pick-up type vehicle with the necessary equipment and material for testing and inspectional services including ACI and ASTM Standards. Each technician shall have, and be responsive to, a beeper system so that they may be efficiently dispatched between the construction sites.

Geotechnical services shall be performed under the direct supervision of a Registered Professional Engineer in the Civil Engineering field. Copies of all material testing reports shall be submitted to Owner, to Owner's engineer providing consulting services on the respective construction contracts ("Engineer") and the respective contractor for each construction contract.

If this Contract/Proposal is accepted, Owner shall provide Bidder with a complete set of construction contract specifications and drawings for each construction project, as and when needed and without cost to Bidder. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that any such specifications and drawings to be made available to Bidder will represent only the best knowledge of Owner, will only be made available for the convenience of Bidder, and that Owner shall have no responsibility whatever in respect to the sufficiency or accuracy of the information and there shall be no guaranty or warranty with respect thereto.

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

## 2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below performed by the Unit Price set forth below for such Unit Price Item:

<u>Unit Price Item</u>	<u>Unit Price</u>
<b><u>General Services</u></b>	
1. Services of a Technician: 0-8 Hours Regular Time	\$ <u>41.00</u> per hour - on site time only
Saturday and Over 8 Hours	\$ <u>53.30</u> per hour
2. Travel time, mileage charges and/or minimum daily hour charges, if any	\$ <u>80.00</u> /trip \$ <u>120.00</u> minimum charge
<b><u>Laboratory Services</u></b>	
1. Compaction curve to establish maximum dry unit weight and optimum water content	\$ <u>130.00</u> each
2. Sieve analysis	\$ <u>65.00</u> each
3. Thin wall tube samples to determine water content and unconfined compressive strength test and unit weight	\$ <u>10.00</u> each
4. Concrete/CLSM cylinder breaks	\$ <u>11.50</u> each
<b><u>Use of Nuclear Gauge</u></b>	
1. 0 to 4 hours	\$ <u>4.00</u> per hour
2. Over 4 hours	\$ <u>4.00</u> per hour

Unit Price Item

Unit Price

Consultation Services

- |    |                              |                          |
|----|------------------------------|--------------------------|
| 1. | Professional Engineer        | \$ <u>95.00</u> per hour |
| 2. | Engineering Geologist        | \$ <u>65.00</u> per hour |
| 3. | Administrative Staff Members | \$ <u>80.00</u> per hour |

Geotechnical Services

- |    |                                                                                                                         |                                          |
|----|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 1. | Mobilization and demobilization of personnel and equipment                                                              | \$ <u>250.00</u> per drill rig           |
| 2. | Two man crew, including the use of vehicles, survey equipment and miscellaneous supplies, to perform bore hole sampling | \$ <u>115.00</u> per hour                |
| 3. | Cost to advance bore holes and obtain Sample                                                                            | \$ <u>12.00</u> per linear foot          |
| 4. | Laboratory tests:<br>Classifications and water contents                                                                 | \$ <u>5.50</u> each                      |
|    | Unconfined compressive strength test                                                                                    | \$ <u>12.00</u> each                     |
|    | Unit weight test                                                                                                        | \$ <u>8.00</u> each                      |
| 5. | Geotechnical report charges                                                                                             | \$ <u>800.00</u> each<br>+ 5.00/lin. ft. |

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change on or before July 1, 2007;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following:

1. Payments shall be based on the actual number of Unit Price Items performed in accordance with this Contract/Proposal;
2. Payments shall be made no more frequently than monthly and within 10 days following Owner's approval of Bidder's application for payment;
3. All applications for payment shall be accompanied by daily certifications establishing the actual number of Unit Price Items performed for the purpose of determining the amount of the then current monthly payment, which certifications shall be approved and signed by Engineer with respect to all Work for which payment is then requested;
4. If any daily certification has not been approved and signed by Engineer, no payment shall be due therefor, and Owner shall not be liable or responsible for such nonpayment; and
5. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time Proposal

A. Contract Term. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that this Contract/Proposal shall be for a term commencing on July 1, 2004, or the date of Owner's written notification of acceptance in the form included in this bound set of documents, whichever date is later, and ending on July 1, 2007. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that no Work shall be performed by Bidder prior to the issuance of, or outside the scope of, a Work authorization order issued pursuant to Subsection 3B below, that Work authorization orders shall only be issued by Owner on an as needed basis, and that Owner shall not be obligated to issue any Work authorization orders under this Contract/Proposal. If this Contract/Proposal is accepted, Bidder further acknowledges, and agrees, that the construction projects identified and described in this Contract/Proposal for which technical on and off site soils and materials testing and inspectional services may be required under this Contract/Proposal are preliminary and may be subject to substantial change, addition, or deletion, that Owner reserves the right to substantially change, increase, or decrease such projects, and that all claim or right to dispute or complain of, or to assert that there was any misunderstanding in regard to, the nature or amount of the Work to be provided or performed under this Contract Proposal, is hereby waived and released.

B. Work Authorizations Orders. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Work shall be performed only in a manner and at the times authorized by Owner ("Authorized Work"). In authorizing the Work, Owner shall describe the Authorized Work in a manner sufficiently specific so as to reference the

applicable provisions of the construction contract specifications and the location where such Work is to be performed. The Work authorization order shall also state an estimate of the number of personnel required to complete the Authorized Work, and a time for completion of such Authorized Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform all aspects of the Authorized Work diligently and continuously at such a rate as will allow such Authorized Work to be fully completed, including the delivery of all reports, data, specifications, information, observations or opinions to Owner, Engineer, and the applicable construction contractor at or before the time for completion stated in the Work authorization order.

#### 4. Financial Assurance

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

##### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

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

##### 2. Comprehensive Motor Vehicle Liability

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

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

##### 3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

5. Owner's Protective Liability

Limits shall not be less than:

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

Coverage to be in the name of Owner and Engineer

6. Architect and Engineers Professional Liability

Limits shall not be less than:

\$1,000,000 per occurrence and covering Bidder against all sums that Bidder may be obligated to pay on account of any liability arising out of this Contract/Proposal.

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

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

5. Firm Proposal

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

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. **No union labor required.**

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



engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

## 7. Acknowledgements

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

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

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

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

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

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

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

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a

court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

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

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

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

DATED this 2nd day of June, 2004.



## ACCEPTANCE

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


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

DUPAGE WATER COMMISSION

By: \_\_\_\_\_  
General Manager

DATE: June 3, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Instrumentation Department
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the June 10, 2004 DuPage Water Commission Meeting</p> <p>Resolution No. R-31-04</p>	<b>APPROVAL</b>	
<p>The Commission entered into a master contract with Consoer Townsend Envirodyne Engineers, Inc. dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-31-04 would approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 3: Evaluation and Design of an Uninterruptible Power Supply (UPS) System and Programmable Logic Controller (PLC) System for the DuPage Pumping Station</b></p> <p>Staff has recognized certain vulnerabilities with the Commission's current UPS and PLC Systems and requires design and bidding assistance in order to obtain proposals for upgrading the systems.</p> <p>The existing uninterruptible power supply (UPS) system is providing clean backed up 120VAC power to the Commission's SCADA and LAN networks and most importantly the control power for the motor control centers for the pumps. This is one system that does not have redundancy, therefore jeopardizing the ability to pump water if the UPS system were to fail.</p> <p>The Meter Shop was originally designed using a programmable logic controller (PLC) to control the valves and compute the volume of water from the tank scales during the meter testing process. The PLC is about 13 years old and is no longer supported by the manufacturer. Staff believes it should be replaced with current technology and additional features incorporated to improve the meter testing process.</p>			
<p><b>MOTION:</b> Move to adopt Resolution No. R-31-04.</p>			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-31-04

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDERS UNDER A MASTER CONTRACT  
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.  
AT THE JUNE 10, 2004, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Consoer Townsend Envirodyne Engineers, Inc. (the "Consultant") dated May 14, 2004, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Resolution No. R-31-04

EXHIBIT 1



### TASK ORDER NO. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Evaluation and Design of an Uninterruptible Power Supply (UPS) System and Programmable Logic Controller (PLC) System for the DuPage Pumping Station

2. **Services of Consultant:**

A. Basic Services:

On-site meetings with Owner to review needs, requirements, expectations, and options for the UPS and PLC Systems.

Prepare technical memorandums to describe recommended upgrades to the systems.

Provide diagrams as necessary for incorporation into Requests for Proposals .

Evaluate and provide recommendations concerning proposals received to make the recommended upgrades.

B. Additional Services:

None

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

None

4. **Commencement Date:**

June 11, 2004

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Meetings	\$1,356.00
Technical Memorandums/Diagrams	\$6,780.00
RFP Evaluation/Recommendation	\$ 904.00

9. **Payments:**

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

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is June 11, 2004.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Schori  
Title: Instrumentation Supervisor  
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642  
E-mail Address: Schori@dpwc.org  
Phone: (630) 834-0100  
Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE  
ENGINEERS, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Patrick Clifford

Title: Project Engineer

Address: 303 East Wacker Drive, Chicago, Illinois 60601


E-mail Address: Patrick.clifford@cte-eng.com

Phone: (312) 861-4128

Fax: (312) 861-4152

DATE: June 2, 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 Contract Change Orders at the June 10, 2004 DuPage Water Commission Meeting  Resolution No. R-33-04	<b>APPROVAL</b>  	
<p>Change Order No. 5 for Contract TIB-1 (Inner Belt Transmission Main) in the credit amount of \$416.25 is to correct the actual units of 6-inch and 8-inch ductile iron water main installed. Change Order No. 1, approved at the April 8, 2004 Commission Meeting, changed the Villa Park water main from a 6-inch to an 8-inch. This change was requested and reimbursed by Villa Park.</p>			
<b>MOTION:</b> To approve Resolution No. R-33-04.			

**DU PAGE WATER COMMISSION**

**RESOLUTION NO. R-33-04**

**A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
JUNE 10, 2004 DU PAGE WATER COMMISSION MEETING**

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

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Exhibit 1

Resolution R-33-04

1. Change Order No. 5: Contract TIB-1 (Inner Belt Transmission Main) in the credit amount of \$416.25

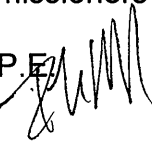
Total credit amount of the Change Order is \$416.25



# DuPage Water Commission

## MEMORANDUM

TO: Chairman & Commissioners

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

DATE: June 4, 2004


SUBJECT: Summary of Action Since Previous Meeting

1. This month a "Request for Board Action" sheet is attached to all documents in which staff is requesting some kind of action (example: resolutions, ordinances, purchase orders, etc.). This is the result of comments made by some of the Commissioners.
2. Staff from the County of DuPage has requested a draft water service contract.



DATE: June 4, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Old Business—Phase I of Contract TW-3 Stearns Road (pipe under roadway)	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village  Resolution No. R-29-04	<b>APPROVAL</b>	

Attached is a "Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village."

At the March 11, 2004, meeting, the Board directed staff to schedule the Contract TW-3 project in phases in order to coordinate its construction with pending roadway improvement projects of other agencies, including Bartlett. Along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the "Coordination Area"), Bartlett is proceeding with a roadway improvement project (the "Bartlett Roadway Improvement Project").

Bartlett has indicated that there has been considerable interest by the public to improve the riding conditions of Stearns Road and to provide several left turn protections at several key intersections. As a result, the Bartlett Roadway Improvement Project was scheduled for late summer or early fall of 2004. Phase I of the Contract TW-3 project would provide for the installation of the TW-3 West Transmission Main with the Coordination Area on an expedited basis to minimize delays in the construction of the Bartlett Roadway Improvement Project.

The significant features of the Intergovernmental Agreement attached to Resolution No. R-29-04 are as follows:

1. The Intergovernmental Agreement stands in place of all permits required from Bartlett to construct and install all phases of the TW-3 West Transmission Main within the Village of Bartlett.

<b>AGENDA SECTION</b>	Old Business—Phase I of Contract TW-3 Stearns Road (pipe under roadway)	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village  Resolution No. R-29-04	<b>APPROVAL</b>	
<p>2. The Intergovernmental Agreement provides specific measures to coordinate the Bartlett Roadway Improvement Project and the Contract TW-3 project within the coordination area (Phase I of Contract TW-3) including, most importantly, for the roadway restoration that would ordinarily be performed by the Commission after the pipeline had been installed to be performed by Bartlett as part of the Bartlett Roadway Improvement Project. The Commission would reimburse Bartlett for the cost of the restoration work that Bartlett will undertake for the Commission based upon unit prices bid by the successful bidder on Phase I of the Contract TW-3 project multiplied by the restoration work quantities developed by the Commission's consulting engineers and certified by Bartlett's consulting engineers. The Commission would have no liability as to the restoration work performed by Bartlett.</p> <p>3. The Intergovernmental Agreement provides that if the Commission determines, in its sole and absolute discretion, to install an alternative backfill in the pipeline trenches located below roadways under the jurisdiction of Bartlett, which alternate backfill has been requested by Bartlett, the Commission is not liable for, and Bartlett will indemnify, hold harmless and defend the Commission from, any claims, damages, and costs that may arise out of or as a consequence of the use of the alternate backfill requested by Bartlett. The alternative backfill required by Bartlett involves the use of Flowable Fill in lieu of FA-6 granular material from one foot above the top of the pipe to the bottom of the existing granular base. Bartlett requested that the Commission consider using this alternate backfill to eliminate any potential long-term settlement. Because of its expense and the fact that the Commission has no first hand experience using Flowable Fill as backfill material on pipeline projects, among other concerns, the Commission is not obligated to use the alternate backfill. Requested by Bartlett.</p> <p>4. The Intergovernmental Agreement provides that the Commission will install approximately 50 feet of 24" diameter Commission water main, together with a valve in a vault, as part of Phase I of the Contract TW-3 project, for a potential service connection between the Commission's water system and Bartlett's water system. The cost of this work will be paid for by Bartlett, and the Commission is under no obligation to approve a subsequent customer agreement with Bartlett.</p>			

<b>AGENDA SECTION</b>	Old Business—Phase I of Contract TW-3 Stearns Road (pipe under roadway)	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village  Resolution No. R-29-04	<b>APPROVAL</b>	
Other requested actions related to this Request are Resolution No. R-30-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I) and Purchase Order No. 8092, authorizing the expedited purchase by the Commission of two 48" valves for installation by the successful bidder on Phase I of the Contract TW-3 Project.			
<b>MOTION:</b> Move to adopt Resolution No. R-29-04.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-29-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND  
THE VILLAGE OF BARTLETT REGARDING WORK IN THE VILLAGE

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

WHEREAS, to carry out its duties and responsibilities, the Commission is proceeding with the construction of approximately 50,000 lineal feet of 48-inch diameter transmission main and related appurtenances to connect the Commission's existing 48" West Transmission Main, at Fair Oaks and St. Charles Roads in the Village of Carol Stream, with its existing 30" North Transmission Main, west of Roselle Road within the former CMStP&P Railroad right-of-way in the Village of Roselle (the "TW-3 West Transmission Main"); and

WHEREAS, the route of the TW-3 West Transmission Main extends through the Village of Bartlett, beginning at the intersection of Army Trail and Fair Oaks Roads; thence west along Army Trail Road to Gerber Road; thence north along Gerber Road to Schick Road; thence west along Schick Road to Bartlett Road; thence north along Bartlett Road to Stearns Road; and thence east along Stearns Road to County Farm Road (the "Route"); and

WHEREAS, the Commission is proceeding with the construction of its TW-3 West Transmission Main project in phases in order to coordinate its construction

activities with pending roadway improvement projects of other agencies, including the Village of Bartlett ("Bartlett"); and

WHEREAS, along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the "Coordination Area"), Bartlett is proceeding with a roadway improvement project (the "Bartlett Roadway Improvement Project"); and

WHEREAS, to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the Bartlett Roadway Improvement Project and the Commission's TW-3 West Transmission Main project in the Coordination Area, Bartlett desires to have the roadway restoration that would otherwise have been performed as part of Phase I of the Commission's TW-3 West Transmission Main project performed as part of the Bartlett Roadway Improvement Project; and

WHEREAS, Bartlett also desires to have certain watermain improvements installed as part of Phase I of the Commission's TW-3 West Transmission Main project for a potential point of connection between the Commission's waterworks system and Bartlett's waterworks system to further avoid duplication of construction activities and unnecessary disruption and to provide additional cost savings; and

WHEREAS, it is in the best interests of both the Commission and Bartlett to coordinate and implement the projects as proposed by Bartlett to serve the public interest and assure that inconvenience to the residents of Bartlett is avoided to the greatest extent possible;

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: An Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Clerk of the Commission shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett, in substantially the form attached hereto as Exhibit 1; provided, however, that the Intergovernmental Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until the General Manager shall have been presented with copies of the Intergovernmental Agreement executed by the Village of Bartlett. Upon execution by the General Manager, the Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett shall be deemed accepted by the DuPage Water Commission without further act.

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

Board/Resolutions/R-29-04

EXHIBIT 1



INTERGOVERNMENTAL AGREEMENT  
REGARDING WORK IN THE  
IN THE VILLAGE OF BARTLETT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois ("Bartlett"),

WITNESSETH:

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

WHEREAS, to carry out its duties and responsibilities, the Commission is proceeding with the construction of approximately 50,000 lineal feet of 48-inch diameter transmission main and related appurtenances to connect the Commission's existing 48" West Transmission Main, at Fair Oaks and St. Charles Roads in the Village of Carol Stream, with its existing 30" North Transmission Main, west of Roselle Road within the former CMStP&P Railroad right-of-way in the Village of Roselle (the "TW-3 West Transmission Main"); and

WHEREAS, the route of the TW-3 West Transmission Main extends through the Village of Bartlett, beginning at the intersection of Army Trail and Fair Oaks Roads; thence west along Army Trail Road to Gerber Road; thence north along Gerber Road to Schick Road; thence west along Schick Road to Bartlett Road; thence north along

Bartlett Road to Stearns Road; and thence east along Stearns Road to County Farm Road (the "Route"); and

WHEREAS, the Commission is proceeding with the construction of its TW-3 West Transmission Main project in phases in order to coordinate its construction activities with pending roadway improvement projects of other agencies, including Bartlett; and

WHEREAS, along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the "Coordination Area"), Bartlett is proceeding with a roadway improvement project (the "Bartlett Roadway Improvement Project"); and

WHEREAS, to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the Bartlett Roadway Improvement Project and the Commission's TW-3 West Transmission Main project in the Coordination Area, Bartlett desires to have the roadway restoration that would otherwise have been performed as part of Phase I of the Commission's TW-3 West Transmission Main project performed as part of the Bartlett Roadway Improvement Project; and

WHEREAS, Bartlett also desires to have certain watermain improvements installed as part of Phase I of the Commission's TW-3 West Transmission Main project for a potential point of connection between the Commission's waterworks system and Bartlett's waterworks system to further avoid duplication of construction activities and unnecessary disruption and to provide additional cost savings; and

WHEREAS, it is in the best interests of both the Commission and Bartlett to coordinate and implement the projects as proposed by Bartlett; and

WHEREAS, the Commission and Bartlett desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that inconvenience to the residents of Bartlett is avoided to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and Bartlett are authorized to enter into this Agreement;

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

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

Section 2. Bartlett Additional Work. The Commission hereby agrees to perform the additional watermain work requested by Bartlett as part of Phase I of the Commission's TW-3 West Transmission Main project (the "Bartlett Additional Work"). Except as otherwise provided in Section 8 of this Agreement, the Bartlett Additional Work shall consist of the installation of approximately 50 lineal feet of 24" diameter Commission watermain, together with valve in vault, at the intersection of Bittersweet Road and Stearns Road in the Village of Bartlett.

Section 3. Plans and Specifications. The Commission shall cause the Bartlett Additional Work to be designed as part of the Commission's Contract TW-3 Phase I: Contract for the Construction of West Transmission Main ("Contract TW-3 Phase I") and Bartlett shall have no claim against the Commission, its officers, agents, employees, engineers, or contractors with respect to the design or location of the Bartlett Additional Work. All engineering costs incurred by the Commission and associated with the design of the Bartlett Additional Work shall be paid for by Bartlett in accordance with Section 5 of this Agreement.

Section 4. Terms of Construction. The Bartlett Additional Work shall be accomplished in accordance with the following terms:

- A. Contract TW-3 Phase I. The terms, provisions and conditions of Phase I of the Commission's Phase I shall govern and control the performance of the Bartlett Additional Work.
- B. Changes in the Work. Bartlett shall have the right to make changes in the Bartlett Additional Work. All engineering services required in connection with a change order requested by Bartlett shall be provided and paid for by Bartlett. In addition, if any change ordered by Bartlett causes an increase or decrease in the amount of such Bartlett Additional Work, then an equitable adjustment in the Contract Price set forth in Section 5 of this Agreement shall be made. Said equitable adjustment shall be computed on the basis of the net total of the cost savings or additional expense incurred by the Commission pursuant to a duly authorized change order under Contract TW-3 Phase I. In addition, all engineering costs incurred by the Commission and associated with a change order requested by Bartlett shall be paid for by Bartlett in accordance with Section 5 of this Agreement.
- C. Work Site. Bartlett shall provide the work site at no charge to the Commission. In addition, Bartlett shall supply at no charge to the Commission all permits, licenses, and approvals necessary from Bartlett, or from any other governmental agency, for the proper prosecution and completion of the Bartlett Additional Work.

- D. Access to Work; Authority. The Commission's engineers shall inspect the construction and installation of the Bartlett Additional Work. All engineering costs incurred by the Commission and associated with the supervision and inspection of the Bartlett Additional Work shall be paid for by Bartlett in accordance with Section 5 of this Agreement. In addition, Bartlett's engineers shall at all times have full and complete access to the work site for the purposes of supervision and inspection of the Bartlett Additional Work.
- E. Quality of Work; Completion. The Bartlett Additional Work shall be performed in a good and workmanlike manner. When the Bartlett Additional Work has been completed, the Commission shall notify Bartlett of that fact and that the Bartlett Additional Work is ready for final inspection. Bartlett shall review the Bartlett Additional Work and report any items that remain to be completed or corrected.

Section 5. Payment. Bartlett shall reimburse the Commission for providing, performing and completing the Bartlett Additional Work in an amount equal to the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items separately set forth in the Contract TW-3 Phase I Schedule of Prices for the Bartlett Additional Work, installed and complete in place, by the Unit Price set forth in the Contract TW-3 Phase I Schedule of Prices for such Unit Price Item (the "Contract Price"). The Contract Price may be adjusted pursuant to Subsection 4B of this Agreement to reflect changes in the Bartlett Additional Work requested by Bartlett.

The Contract Price shall be paid to the Commission in accordance with, and subject to, the terms and conditions set forth below. Bartlett shall pay to the Commission, within 30 days of receipt of an invoice therefor, 90 percent of the Commission-approved construction contractor invoiced amount for labor and acceptable materials incorporated and installed in the Bartlett Additional Work. The total amount paid in this manner prior to final acceptance of the Bartlett Additional Work by the Commission shall not exceed 90% of the Contract Price. Immediately following final

acceptance of the Bartlett Additional Work by the Commission, Bartlett shall pay the Commission the balance of the Contract Price, as may be adjusted pursuant to Subsection 4B of this Agreement.

In addition, Bartlett shall pay, within 30 days of receipt of an invoice therefor, all engineering costs incurred by the Commission and associated with the design of, or any re-design or change in the Bartlett Additional Work pursuant to Section 3 or Subsection 4B of this Agreement and all engineering costs incurred by the Commission and associated with the supervision and inspection of the construction and installation of the Bartlett Additional Work pursuant to Subsection 4D of this Agreement.

Section 6. General Requirements for TW-3 West Transmission Main Work in the Village. The installation of all phases of the TW-3 West Transmission Main within the Village of Bartlett shall comply with the following:

- A. Videotape. The Route of the TW-3 West Transmission Main within the Village of Bartlett shall be videotaped by the Commission. The videotape shall be used to determine compliance with the restoration requirements of the construction contract documents for each phase of the Commission's TW-3 West Transmission Main project.
- B. Additional Insured and Contract of Indemnification. The Village of Bartlett, including the elected and appointed officers, agents, employees, and officials of the Village of Bartlett, shall be named as additional insureds on the contractors' general and excess liability insurance policies issued in connection with the installation of the TW-3 West Transmission Main through the Village of Bartlett. Prior to the commencement of each phase of construction of the TW-3 West Transmission Main through Village of Bartlett, the Commission or its contractor shall file with Bartlett certificates of insurance evidencing the foregoing insurance coverage. The certificates of insurance shall provide that said contractor's general and excess liability insurance policies shall not be cancelled or modified without at least thirty (30) days prior written notice to the Village. In addition, to the extent that the Commission requires its contractors to agree to defend, indemnify and hold the Commission and its elected and appointed officers, agents, employees and/or officials harmless, the contracts entered into by the Commission for

the Commission's TW-3 West Transmission Main project shall provide that the contractor shall also defend, indemnify and hold the Village of Bartlett and its officials, officers, agents and employees harmless.

- C. Compliance with Laws. The TW-3 West Transmission Main will be installed and constructed through the Village of Bartlett in compliance with all applicable laws, codes and ordinances except as otherwise provided in Section 7 of this Agreement.
- D. Safety and Protection of Property. The Commission's contract documents require the Commission's contractors to be solely and completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the work, including at times other than normal working hours. The Commission shall provide Bartlett with 24 hour telephone numbers to be used to notify the Commission and its contractors of any violation of such requirement that may require emergency corrective action to avoid an immediate threat or danger to the public health or safety. Bartlett will so notify the Commission and its contractor immediately upon learning of any such situation, and the Commission or its contractor will promptly respond with all appropriate measures.
- E. Backfill. Except as otherwise provided below, backfill materials in the pipeline trench located below pavements, shoulders, driveways, curbs, sidewalks or as called for on the construction drawings shall consist of the following ("Standard Backfill"):
  - 1. CA-6 granular bedding at the bottom of trench, underneath the pipe.
  - 2. Gravelly sand from bedding 1/4 of inside diameter of pipe below the top of pipe.
  - 3. FA-6 from 1/4 of inside diameter of pipe below top of pipe to 1 foot above top of pipe.
  - 4. FA-6 granular material from 1 foot above the top of pipe to the bottom of the existing granular base.
  - 5. CA-6 granular material from the bottom of the existing granular base to four inches below top of existing pavement.
  - 6. 4-inch asphalt surface, full trench width.

The Commission shall, however, consider using Flowable Fill, also known as Controlled Low Strength Material, in lieu of FA-6 from 1 foot above the top of pipe to the bottom of the existing granular base within Gerber Road (Army Trail Road to Schick Road), Schick Road (Gerber Road to South Bartlett Road), and the Coordination Area under an alternate backfill option as requested by Bartlett.

Under the alternate backfill option requested by Bartlett, backfill materials in the pipeline trench located below pavements, shoulders, driveways, curbs, sidewalks or as called for on the construction drawings would consist of the following ("Composite Backfill"):

1. CA-6 granular bedding at the bottom of trench, underneath the pipe.
2. Gravelly sand from bedding 1/4 of inside diameter of pipe below the top of pipe.
3. FA-6 from 1/4 of inside diameter of pipe below top of pipe to 1 foot above top of pipe.
4. Flowable Fill from 1 foot above the top of pipe to the bottom of the existing granular base.
5. CA-6 granular material from the bottom of the existing granular base to four inches below top of existing pavement.
6. 4-inch asphalt surface, full trench width.

Because of its expense and the fact that the Commission has no first hand experience using Flowable Fill as backfill material for pipeline projects, among other concerns, Bartlett acknowledges and agrees that if the Commission, in the exercise of its sole and absolute discretion, determines to install the TW-3 West Transmission Main within roadways under the jurisdiction of Bartlett with the Composite Backfill in lieu of the Standard Backfill as requested by Bartlett, such determination shall be considered to mean merely that the Commission has no objection to using the alternate backfill option, upon Bartlett's own sole and full responsibility and liability, and shall not be regarded as any warranty, guaranty, or assumption of risk or liability by the Commission. Bartlett further acknowledges and agrees that, in such event, Bartlett shall indemnify, save harmless and defend the Commission from all damages, costs and liabilities suffered because of (i) damage to property that may arise out of or as a consequence of the installation of the Composite Backfill in lieu of the Standard Backfill as requested by Bartlett and (ii) injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the operation of the Composite Backfill in lieu of the Standard Backfill as requested by Bartlett.

- F. Pavement Restoration. Except as otherwise provided in Section 7 of this Agreement with respect to pavement restoration within the Coordination Area, pavement restoration shall consist of the following:



1. In kind replacement of the existing pavement where it is removed for installation of the pipeline.
2. In the event the final saw cut is less than three feet from a present construction joint, gutter, or pavement edge, then the affected lane pavement shall be replaced from the portion of the lane removed for installation of the pipeline up to the present concrete joint, gutter, or pavement edge of the affected lane, as the case may be.
3. For a two-lane roadway, one lane or partial lane pavement replacement, as the case may be, with the remainder of the pavement being treated with 1.5-inch Grind and Overlay.
4. For a four-lane roadway, one lane or partial lane pavement replacement, as the case may be, with the remainder of the pavement up to the centerline of the roadway being treated with 1.5-inch Grind and Overlay.
5. In those areas of full lane pavement replacement, reflective crack control treatment strip, two feet in width, extending one foot beyond each side of the present construction joint. In those areas of partial lane replacement, reflective crack control treatment strip or strips, two feet in width, extending one foot beyond each side of the present construction joint or joints, as the case may be.
6. In kind replacement of existing curb and gutter if removed for pipeline trench or damaged by the construction.
7. Replacement pavement and curb and gutter shall match existing grades.
8. Replacement of traffic loop detectors affected by construction.
9. The Commission's contractor shall maintain the traffic signal systems at the South Bartlett and Stearns Road intersection and at the County Farm Road and Stearns Road intersection until completion of Phase I of the TW-3 West Transmission Main project in the Coordination Area.

G. Repairs. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the TW-3 West Transmission Main, the Commission shall give Bartlett ten (10) days written notice of its intention to commence such repairs or other work, except in cases of emergency, where it will give such notice as is reasonable under the circumstances. All areas damaged due to the performance of

such repairs or other work will be restored to their original condition or better.

Section 7. Special Requirements for Work within the Coordination Area.

Within the Coordination Area, the TW-3 West Transmission Main shall be installed and constructed through the Village of Bartlett in compliance with the following special requirements:

- A. Scheduling. The pipe laying work shall commence at the western terminus of the Coordination Area and, weather and field conditions permitting, be continuously prosecuted to completion from said terminus easterly along the Coordination Area.
- B. Work Hour Restrictions. The Commission's construction contractor shall have the right, but not the obligation, to work beyond a regular eight-hour workday; provided, however, that no construction work shall start before 7:00 a.m. or end after 10:00 p.m. on any day while Phase I of the TW-3 West Transmission Main project is being constructed.
- C. Restoration. Except as otherwise provided in Section 8 of this Agreement, Bartlett shall have all duty, responsibility, and liability to restore the south lane of pavement and the south parkway of Stearns Road within the Coordination Area as part of the Bartlett Roadway Improvement Project (the "Restoration Work") and the Commission shall have no obligation or duty with respect thereto. The Restoration Work shall consist of the following items:
  - 1. Full width pavement replacement of the southern lane.
  - 2. 1.5-inch Grind and Overlay of the remaining width of the roadway.
  - 3. Reflective crack control treatment strip, two feet in width, extending one foot beyond each side of the present construction joint.
  - 4. Replacement in kind of the south curb and gutter.
  - 5. Replacement of traffic loop detectors affected by construction.
  - 6. Topsoil and seeding of south parkway.

The Commission shall reimburse Bartlett for providing, performing and completing the Restoration Work in an amount equal to the sum of the products resulting from multiplying the number of Unit Price Items set forth in the Schedule of Restoration Work Quantities attached hereto and by this reference incorporated herein and

made a part hereof as Exhibit A by the Unit Price set forth in the Contract TW-3 Phase I Schedule of Prices for such Unit Price Item (the "Reimbursement Amount"). The Reimbursement Amount may be adjusted pursuant to Section 8 of this Agreement to reflect any cancellation of the Restoration Work by Bartlett.

The Reimbursement Amount shall be paid to Bartlett in accordance with, and subject to, the terms and conditions set forth below. The Commission shall pay to Bartlett, within 30 days of receipt of an invoice therefor, together with proper engineering certifications as to the proportion of the total Restoration Work actually completed at the time of invoicing, the invoiced amount.

Section 8. Cancellation Option. Bartlett may cancel the Bartlett Additional Work and/or the Restoration Work, in whole but not in part, at any time prior to the award of Contract TW-3 Phase I by the Commission. Upon any such cancellation of work, this Agreement shall be void and of no effect with respect to the canceled work; provided, however, that Bartlett shall remain responsible for all fees, costs and expenses incurred or accrued by the Commission prior to cancellation of the Bartlett Additional Work. The obligation of Bartlett to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether the Bartlett Additional Work is completed, operable or operating.

Section 9. Coordination. It is the intention of this Section 9 to facilitate the expeditious construction of Bartlett construction projects, including the Bartlett Roadway Improvement Project, and the TW-3 West Transmission Main project and, in furtherance thereof, Bartlett agrees that it shall not allow its construction contractors to commence any work within the immediate vicinity of the proposed TW-3 West Transmission Main until the installation of the TW-3 West Transmission Main has been completed and, in the Coordination Area, the TW-3 West Transmission Main has satisfactorily passed all contractually required testing procedures and performance standards, and the work site

finally or, in the Coordination Area, temporarily restored in the affected area. Bartlett hereby further agrees that it shall not allow its construction contractors to change existing grade, or stockpile or store any materials, equipment or supplies, within the vicinity of the proposed TW-3 West Transmission Main until the installation of the TW-3 West Transmission Main has been completed and, in the Coordination Area, the TW-3 West Transmission Main has satisfactorily passed all contractually required testing procedures and performance standards, and the work site finally or, in the Coordination Area, temporarily restored in the affected area.

Section 10. Bartlett Permits and Approvals. This Agreement shall constitute and stand in place of all Bartlett permits, and shall constitute an assignment of all rights under existing public utility franchise agreements, required by or useful to the Commission or its contractor to construct and install all phases of the TW-3 West Transmission Main within the Village of Bartlett, and Bartlett hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be necessary in order for the Commission to secure any permits required from any county, state, or federal agency, or that may be necessary to cause relocation of public utility facilities for or in connection with any and all work to be done by or on behalf of the Commission within the boundaries of the Village of Bartlett.

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

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

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

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

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103  
Attention: Valerie L. Salmons  
Village Administrator

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

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

Section 12. Entire Agreement. This Agreement sets forth the entire agreement of the Commission and Bartlett with respect to the construction and installation of all phases of the TW-3 West Transmission Main within Bartlett and the Bartlett Additional Work and the payment therefor, and there are no other understandings or agreements, oral or written, between the Commission and Bartlett with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement or action other than those expressed or explicitly referenced herein.

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

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Valerie L. Salmons  
Village Administrator  
Village of Bartlett

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Robert L. Martin  
General Manager  
DuPage Water Commission

ATTEST:

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[NAME]  
Village Clerk  
Village of Bartlett

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Maureen A. Crowley  
Clerk  
DuPage Water Commission


Exhibit A

SCHEDULE OF RESTORATION WORK QUANTITIES

1.	Asphalt Pavement, Remove and Replace	13,000 S.Y.
2.	1.5" Grind and Overlay	20,350 S.Y.
3.	Curb & Gutter, Remove and Replace	1,700 L.F.
4.	Reflective Crack Control Treatment Strip (2 foot)	10,600 L.F.
5.	Loop Detector Replacement	750 L.F.
6.	Top Soil and Seeding	4,300 S.Y.
7.	Asphalt Shoulder, Remove and Replace	2,500 S.Y.
8.	Gravel Shoulder, Remove and Replace	625 S.Y.

DATE: June 4, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Old Business—Phase I of Contract TW-3 Stearns Road (pipe under roadway)	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I)  Resolution No. R-30-04	<b>APPROVAL</b>	

Attached is "A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I)." Resolution No. R-30-04 directs the advertisement for bids on Phase I of the Contract TW-3 West Transmission Main.

At the March 11, 2004, meeting, the Board directed staff to schedule the Contract TW-3 project in phases in order to coordinate its construction with pending roadway improvement projects of other agencies, including Bartlett. Along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the "Coordination Area"), Bartlett is proceeding with a roadway improvement project (the "Bartlett Roadway Improvement Project").

Bartlett has indicated that there has been considerable interest by the public to improve the riding conditions of Stearns Road and to provide several left turn protections at several key intersections. As a result, the Bartlett Roadway Improvement Project was scheduled for late summer or early fall of 2004. Phase I of the Contract TW-3 project would provide for the installation of the TW-3 West Transmission Main with the Coordination Area on an expedited basis to minimize delays in the construction of the Bartlett Roadway Improvement Project.



<b>AGENDA SECTION</b>	Old Business—Phase I of Contract TW-3 Stearns Road (pipe under roadway)	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I)  Resolution No. R-30-04	<b>APPROVAL</b>	
<p>Other actions related to the this Request are Resolution No. R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village and Purchase Order No. 8092, authorizing the expedited purchase by the Commission of two 48" valves for installation by the successful bidder on Phase I of the Contract TW-3 Project. Because revisions would be required to Resolution No. R-30-04 if Resolution No. R-29-04 is not adopted, it is not recommended that Resolution No. R-30-04 be adopted if Resolution No. R-29-04 is not also adopted.</p>			
<b>MOTION:</b> Move to adopt Resolution No. R-30-04.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-30-04

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT FOR  
THE CONSTRUCTION OF PHASE I OF THE TW-3 WEST TRANSMISSION MAIN  
(Contract TW-3/04 Phase I)

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 “Contract for the Construction of West Transmission Main — Contract TW-3/04 Phase I” (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 and by this reference incorporated herein and made a part hereof as Exhibit A.

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 and by this reference incorporated herein and made a part hereof as Exhibit B, and the “Special Instructions to Bidders” substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance

Resolution No. R-30-04

with Article VIII of the Commission By-Laws, the General Instructions to Bidders substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment 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

Board/Resolutions/R-30-04.doc

EXHIBIT A

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**WEST TRANSMISSION MAIN**  
**CONTRACT TW-3/04 PHASE I**

**INVITATION FOR BIDDER'S PROPOSALS**

**OWNER:**  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

**ENGINEER:** Alvord, Burdick & Howson, L.L.C.  
20 North Wacker Drive  
Suite 1401  
Chicago, Illinois 60606

**1. Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Furnishing all materials, labor, tools and appliances, including construction equipment, and all pipe, fittings, valves, tunnel casing, manholes, vaults and other materials and constructing, pressure testing and chlorinating approximately 9,600 lineal feet of 48 inch diameter transmission main and 60 lineal feet of steel casing pipe and all other pipe, valves, fittings, manholes and vaults and appurtenant Work in DuPage County, Illinois.

The Work shall be performed at the following Work Site:

Along Stearns Road in the Village of Bartlett, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, all in DuPage County, Illinois.

**2. Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

**3. The Bidding Documents**

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;

## INVITATION

- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

#### 4. **The Contract**

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

## INVITATION

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

### 5. **Inspection and Examination**

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Engineer upon payment of \$\_\_\_\_.00 per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$\_\_\_\_.00 per set to cover postage and handling.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

### 6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, \_\_\_\_\_, 2004, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

### 7. **Bid Security, Bonds and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents 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.

B. **Performance and Payment Bonds.** The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements

## INVITATION

set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

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

### DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin  
General Manager



EXHIBIT B

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**WEST TRANSMISSION MAIN**  
**CONTRACT TW-3/04 PHASE I**  
**GENERAL INSTRUCTIONS TO BIDDERS**

**1. Examination of Bidding Documents, Contract, and Work Site**

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

## GENERAL INSTRUCTIONS

C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance

## GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

### 2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bidding Documents or the Contract, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle

## GENERAL INSTRUCTIONS

such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

### 3. **Calculation of Unit Price Proposals and Compensation**

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

### 4. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 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 Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in this Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

### 5. **Taxes and Benefits**

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder. The successful Bidder shall be required to reimburse Owner for any such taxes paid.

## GENERAL INSTRUCTIONS

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

### 6. **Permits and Licenses**

Except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

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

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall 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 Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank, except as may be otherwise provided in the Special Instructions to Bidders included in this Bid Package.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for by the Bidding Documents may be rejected or interpreted so as to be most favorable to Owner.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the

## GENERAL INSTRUCTIONS

place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 8. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the

## GENERAL INSTRUCTIONS

officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid



## GENERAL INSTRUCTIONS

Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Most Favorable Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### 10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) 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 in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates

## GENERAL INSTRUCTIONS

and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

### 11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

### 12. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### 13. **Public Opening of Bidder's Proposals**

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

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### 14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

### 15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or

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not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's 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 Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

### 16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of

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Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; 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 Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing expressly rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 17. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### 18. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth Day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

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B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract Agreement until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

### 19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

### 20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

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BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK.

### 21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C



**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**WEST TRANSMISSION MAIN**  
**CONTRACT TW-3/04 PHASE I**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

**1. Special Bidding Considerations**

A. Material Options. Bidders may submit a Price Proposal for furnishing and installing Steel Pipe or Prestressed Concrete Pipe or Ductile Iron by indicating the pipe material option being included in the places provided therefor in the Schedule of Prices included in the Bidder's Proposal form included in this Bid Package. **Any Bidder's Proposal that fails to indicate the pipe material option being included shall be rejected.**

B. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part \_\_\_\_ of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and, for field adjustments ordered by Owner pursuant to Subsection 2.1A of the General Conditions of Contract, the percentage of increase, and the amount to be paid for such field adjustments, or, for Change Orders, the amount of the equitable adjustment in the Contract Price for any such Increased or Decreased Work ordered by Owner, as the case may be, that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

C. Last Minute Changes. If there is a "last minute change" in price for any Unit, Indeterminate Unit, or Alternate Unit Price Item named in the Bidder's Proposal form, Bidders may include in the place provided therefor in the Schedule of Prices included in the Bidder's Proposal a listing of all such changes, to avoid changing the tabulated extension of the affected Unit, Indeterminate Unit, or Alternate Unit Price Item and resulting subtotal and/or Base Bid Total; provided, however, that the amount or amounts shown to be added to or deducted from the Base Bid Total for such Unit, Indeterminate Unit, or Alternate Unit Price Item (i) shall not be utilized as an alternate to supplying a separate requested price for each and every item named in the Bidder's Proposal form and (ii) shall be based on Unit, Indeterminate Unit, or Alternate Unit Price Items that fully comply, without exception, to the Specifications included in this Bid Package and all other requirements of the Contract. **Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Base Bid Total for such Unit, Indeterminate Unit, or Alternate Unit Price Item may be rejected or may be interpreted as a "deduct."**

## SPECIAL INSTRUCTIONS

D. Qualification of Bidders. In addition to those factors set forth in Section 14 of the General Instructions to Bidders included in this Bid Package, Owner intends to award a Contract only to a Bidder that, *under its current name and organization and with its own personnel*, has satisfactory experience in the installation of at least 20,000 lineal feet of 36" or larger diameter watermain *within the past 15 years* and that, at the time of award, employs or has contracted for the services of a satisfactory superintendent that has satisfactory experience in supervising the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years who will be assigned to supervise the Work.

Bidders are specifically instructed to note that experience in the installation of non-watermain watermain quality pipe shall not be considered by Owner in determining whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and its proposed superintendent has been satisfied (only experience in the installation of watermains planned to be used for the transmission, distribution, or supply of potable water will be considered). Bidders that are joint ventures are also specifically instructed to note that each Person participating in the bidding joint venture, *under its current name and organization and with its own personnel*, must have satisfactory experience in the installation of at least 20,000 lineal feet of 36" or larger diameter watermain *within the past 15 years* in order for the bidding joint venture to be qualified under this Subsection 1D, unless the bidding joint venture, in its own name and with the identical Persons participating, meets the satisfactory 20,000 lineal footage experience qualification.

Whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and its proposed superintendent has been satisfied shall be determined by Owner on the basis of Owner's prior experience with the Bidder and its proposed superintendent, Owner's knowledge of the Bidder's and its proposed superintendent's performance on other relevant projects, and any other information that Owner may consider relevant in making its determination. Bidders may, but are not obligated to, submit to Owner, at any time before submission of its Bidder's Proposal, a Sworn Statement in Support of Request for Pre-Qualification in the form attached as Exhibit 1 to these Special Instructions to Bidders in order to obtain Owner's determination whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and/or its proposed superintendent under this Subsection 1D has been satisfied. Owner will respond, in writing, to all requests received within five working days of receipt, subject to the availability of contacts identified for reference in Bidder's Sworn Statement in Support of Request for Pre-Qualification. Bidder's receiving Owner's written determination of pre-qualification under this Subsection 1D need not duplicate the information contained in its Sworn Statement in Support of Request for Pre-Qualification in its Sworn Work History Statement.

E. Adjustments in Base Bid. ***The alternate items listed under the "Adjustments in Base Bid" section of the Schedule of Prices for the Work shall be included in the evaluation of the Price Proposal.*** Bidders shall indicate the cost of the alternate items listed under the "Adjustments in Base Bid" section of the Schedule of

## SPECIAL INSTRUCTIONS

Prices for the Work in lieu of the corresponding standard design items referenced in the base bid. Owner reserves the right, in its sole discretion, to add to the Contract, at the time of award, the alternate items listed in the "Adjustments in Base Bid" section, and the successful Bidder shall be required to comply therewith. The Contract Price shall be adjusted accordingly. No Contract Time extension will be provided as a result of the acceptance of the alternate items.

The alternate Work, \_\_\_\_\_, is more particularly described in Subsection 3\_\_ of the Special Conditions of Contract included in this Bid Package.

F. Equipment to be Furnished by Owner. Bidders are specially instructed to note the equipment to be furnished by the Owner for installation by the successful Bidder under the Contract, as set forth in Subsection 3\_\_ of the Special Conditions of Contract included in this Bid Package, and to exclude such costs from their Price Proposal accordingly. Bidders shall familiarize themselves with the equipment which is on Owner's premises.

### 2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete or impose special starting date or time limitations on any portion of the Work to be performed. In the event Owner deletes any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion or specially imposed starting date or time limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

**BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT, EXCEPT AS SET FORTH BELOW, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO COMMENCE WORK ON STEARNS ROAD AT THE WESTERN TERMINUS OF THE WORK AND CONTINUOUSLY PROSECUTE THE WORK TO COMPLETION FROM SAID TERMINUS EASTERLY ALONG THE WORK SITE.**

**BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL NOT WORK ON PROPERTY REQUIRING THE OBTAINING OF AN EASEMENT OR OTHER AGREEMENT UNTIL OWNER HAS OBTAINED THE NECESSARY EASEMENT OR OTHER AGREEMENT. IN ADDITION, THE SUCCESSFUL BIDDER SHALL BE ALLOWED AND REQUIRED TO SCHEDULE THE WORK AS NECESSARY TO PERFORM THE WORK AT OR BY THE TIMES SPECIFIED IN THOSE AGREEMENTS.**

## SPECIAL INSTRUCTIONS

B. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner will obtain the necessary permits from the Illinois Environmental Protection Agency and the Army Corps of Engineers. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

The following Persons have been contacted in reference to the above:

***[TO BE ADDED]***

**IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR SPECIAL INSURANCE AND BONDING REQUIREMENTS.**

C. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the sites where the Work is to be performed on property not owned by Owner. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties. The successful Bidder shall not work on property requiring the obtaining of an easement or other agreement until Owner has obtained the necessary easement or other agreement.

The Special Conditions of Contract included in this Bid Package delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by the Owner. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether or not separately specified in the Special Conditions of Contract. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such

## **SPECIAL INSTRUCTIONS**

non-final agreements may be subject to change and that additional special requirements may be added at a later date.

### **3. Subcontracting**

All Work is required to be performed with the successful Bidder's own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by Owner in writing. Bidders are specifically instructed to note that Owner does not intend to approve the use of Subcontractors for pipe installation. Bidders are directed to Section 1.9 of the General Conditions of Contract included in this Bid Package for provisions related to Subcontractors and Suppliers.

### **4. Prohibited Suppliers**

No materials, equipment, or supplies furnished under the Contract shall be the product of Bluff City Materials or Feltes Sand & Gravel Company Inc., regardless of whether or not any of said materials, equipment, or supplies enter into and become component parts of the West Transmission Main or any other improvement contemplated by the Contract. The successful Bidder shall be required to certify, as a condition precedent to its right to receive each Progress Payment, compliance with this requirement and the absence of any interest of, or participation by, Bluff City Materials and Feltes Sand & Gravel Company Inc. in the furnishing of such materials, equipment, and supplies.

**DUPAGE WATER COMMISSION**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**WEST TRANSMISSION MAIN**  
**CONTRACT TW-3/04 PHASE I**

**BIDDER'S SWORN STATEMENT IN SUPPORT OF REQUEST FOR**  
**PRE-QUALIFICATION**

Full Name of Bidder \_\_\_\_\_ ("Bidder")

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

TO: DuPage Water Commission ("Owner")  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

Attention: Edward Kazmierczak  
Pipeline Superintendent

\_\_\_\_\_, ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Statement in Support of Request for Pre-Qualification are made on behalf of the undersigned Bidder in anticipation of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Statement in Support of Request for Pre-Qualification and that the statements contained in this Sworn Statement in Support of Request for Pre-Qualification are true and correct.

**COMPLETE APPLICABLE SECTIONS FOR WHICH PRE-QUALIFICATION UNDER  
SUBSECTION 1D OF THE SPECIAL INSTRUCTIONS TO BIDDERS IS REQUESTED**

**1. Relevant Bidder Experience**

List the projects demonstrating that Bidder, under its current name and organization and with its own personnel, has installed at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years (add separate sheets as necessary):

SPECIAL INSTRUCTIONS  
EXHIBIT 1

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____
Bidder Superintendent	_____	_____	_____

2. Superintendent

List the superintendents who are currently employed by or under contract with Bidder that have supervised the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years and who are available to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YEARS IN CURRENT OCCUPATION</u>
_____	_____	_____
	_____	
	_____	
_____	_____	_____
	_____	

**SPECIAL INSTRUCTIONS**  
**EXHIBIT 1**

List the projects demonstrating that each superintendent listed above has supervised the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years (add separate sheets as necessary):

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____
Superintendent	_____	_____	_____

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

Attest/Witness \_\_\_\_\_  
Bidder

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

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004. My Commission Expires: \_\_\_\_\_

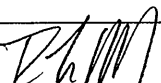
[SEAL]

Notary Public \_\_\_\_\_ SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS



DATE: June 4, 2004

REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Old Business—Phase I of Contract TW-3 Stearns Road (pipe under roadway)	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	Purchase Order No. 8092	<b>APPROVAL</b>	 MAC
<p>Attached is Purchase Order No. 8092 to Olson Technologies in the amount of \$47,128.00. This purchase order authorizes the purchase by the Commission of two 48" butterfly valves for installation by the successful bidder on Phase 1 of the Contract TW-3 project in order to expedite its construction.</p> <p>At the March 11, 2004, meeting, the Board directed staff to schedule the Contract TW-3 project in phases in order to coordinate its construction with pending roadway improvement projects of other agencies, including Bartlett. Along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the "Coordination Area"), Bartlett is proceeding with a roadway improvement project (the "Bartlett Roadway Improvement Project"). Bartlett has indicated that there has been considerable interest by the public to improve the riding conditions of Stearns Road and to provide several left turn protections at several key intersections. As a result, the Bartlett Roadway Improvement Project was scheduled for late summer or early fall of 2004. Phase I of the Contract TW-3 project would provide for the installation of the TW-3 West Transmission Main within the Coordination Area on an expedited basis to minimize delays in the construction of the Bartlett Roadway Improvement Project.</p> <p>Other actions related to this Request are Resolution No. R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village and Resolution No. R-30-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I). Because revisions would be required to Resolution No. R-30-04 if the purchase order is not approved, and revisions would be required to the purchase order if Resolution No. R-30-04 is not adopted, and it is not customary for the Commission to stock large diameter line valves, it is not recommended that the purchase order be approved if Resolution No. R-30-04 is not adopted.</p>			
<p><b>MOTION:</b> To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 8092 in the amount of \$47,128.00 to Olson Technologies.</p>			

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

P.O.		No 8092	
DATE		DATE REQUIRED	
5/14/04		ASAP	
TERMS		NET 45 DAYS	
		TAX EXEMPT	
SHIP VIA			
BEST WAY			
FOB			

TO: ATTN: FRANK KEPPEL/PETER FARKAS OLSON TECHNOLOGIES	SHIP TO: <del>ATTN: EDWARD KRAZMIERZAK</del>
160 WALNUT STREET	<del>ABOVE ADDRESS</del> TBD
ALLENTOWN, PA 18102	
610-770-1100 FAX: 610-770-1108	

[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.

Please send 2 copies of your invoice

ROBERTA L. THOMAS SIGNATURE

**DUPAGE WATER COMMISSION**

**CONTRACT FOR THE FURNISHING OF  
MANUAL ACTUATOR-OPERATED BUTTERFLY VALVES FOR  
48" TRANSMISSION MAIN**

**CONTRACT TW-3A**

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CONTRACT TW-3A

CONTRACT FOR THE FURNISHING OF  
MANUAL ACTUATOR-OPERATED BUTTERFLY VALVES  
FOR 48" TRANSMISSION MAIN

DUPAGE WATER COMMISSION, ILLINOIS

GENERAL CONDITIONS

CONTRACTOR AND  
MANUFACTURER: Mosser (Olson Technologies, Inc.)  
160 West Walnut Street  
Allentown, PA 18102

OWNER: The DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126

INSTALLING  
CONTRACTOR: To be designated by OWNER prior to shipment

ARTICLE 1. ACCEPTANCE OF PURCHASE ORDER; ENTIRE AGREEMENT

The Purchase Order shall be effective when CONTRACTOR executes it, otherwise indicates its acceptance, or delivers to OWNER any of the goods ordered herein or renders for OWNER any of the services ordered herein.

Upon acceptance of the Purchase Order, the Purchase Order and the "Contract Documents," which consist of these General Conditions, Specifications Section 11, Specifications Section 2 (including Attachments I, II, and III), Section Drawing 1, Detail Drawing 2, and Plan and Profile Drawings 2 and 6, shall constitute the entire and sole agreement between OWNER and CONTRACTOR relating to the accomplishment of the Work, as generally described in Article 2 below, and the compensation therefor (the "Contract").

The Contract replaces, supersedes and merges any other prior or contemporaneous discussions, agreements or understandings between the parties, whether written or oral, and shall prevail over any additional or different or contradictory or inconsistent terms or conditions contained in any acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract. Any such additional or different or contradictory or inconsistent terms or conditions shall automatically be deemed objected to by Owner without further notice of rejection and shall be of no effect nor in any circumstance binding upon OWNER unless specifically accepted by Owner in a written document plainly labeled "Amendment to Contract."

## ARTICLE 2. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work consists generally of furnishing two (2) 48" Mosser rubber-seated butterfly valves with manual actuators for installation by INSTALLING CONTRACTOR.

OWNER may, by written order, make changes in the Specifications and Drawings if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in CONTRACTOR's costs or the time required for performance of the Contract, an equitable adjustment shall be made by OWNER and the Contract modified accordingly. All claims by CONTRACTOR for an equitable adjustment shall be made within fifteen (15) calendar days following receipt of OWNER's written order, and shall, if not made prior to such time, be conclusively deemed to have been waived. Nothing in this clause shall excuse CONTRACTOR from proceeding without delay to perform the Work under the Contract as directed by OWNER.

## ARTICLE 3. ENGINEER

ALVORD, BURDICK & HOWSON, L.L.C., who is hereinafter called ENGINEER.

## ARTICLE 4. CONTRACT TIME

The products ordered shall be shipped from CONTRACTOR approximately 16 weeks after receipt of OWNER's purchase order and the Work shall be completed no later than September 30, 2004.

## ARTICLE 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity and Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Forty Eight (48") Inch Diameter Butterfly Valves	2 Each	\$23,654.00	\$47,128.00
			TOTAL PRICE	\$47,128.00

OWNER is exempt from state and local taxes. Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by OWNER for transportation, packing, cartage or containers unless otherwise authorized in the Contract.

Payment to CONTRACTOR, in the amount of 85 percent of the Contract Price set forth above, shall be made net 30 days after shipment and delivery to INSTALLING CONTRACTOR. The balance of the Contract Price shall be paid upon final testing of the valves after installation by INSTALLING CONTRACTOR in OWNER's 48-inch pipeline.

All claims for money due or to become due from OWNER shall be subject to deduction or setoff by OWNER by reason of any counterclaim arising out of this or any other transaction with CONTRACTOR. The acceptance by CONTRACTOR of final payment shall operate as a full and complete release of OWNER. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by OWNER.

#### ARTICLE 6. INSPECTION

Materials or equipment purchased are subject to inspection and approval at INSTALLING CONTRACTOR destination. OWNER reserves the right to reject and refuse acceptance of items which are not in full compliance with the Contract or fail to meet CONTRACTOR's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, CONTRACTOR promptly after rejection, notwithstanding any prior payment therefor.

#### ARTICLE 7. WARRANTY

CONTRACTOR warrants and guaranties that all products furnished hereunder ("Mosser Products"), when paid for and properly installed, operated and maintained, shall be free from defects in material and workmanship for a period of one year from date of accepted installation or 18 months from date of shipment, whichever occurs first. In the event any Mosser Product is repaired or replaced hereunder, the warranty and guarantee provided by this Article 7 shall be extended, as to such repair or replacement, for one full year from the date of repair or replacement.

No inspection, test, acceptance, payment, or use of the Mosser Products shall affect CONTRACTOR's obligation under this warranty and such warranty shall survive such inspection, test, acceptance, payment, and use. CONTRACTOR's warranty shall run to OWNER, its successors and assigns.

#### ARTICLE 8. REGULATORY COMPLIANCE

CONTRACTOR represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) will have been produced in compliance with, and CONTRACTOR agrees to be bound by, all applicable Federal, State and local laws, standards, rules and regulations.

#### ARTICLE 9. LIMIT OF LIABILITY

In no event shall OWNER be liable for anticipated profits, incidental or consequential damages or penalties of any description. OWNER's liability on any claim

arising out of or connected with or resulting from the Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

#### ARTICLE 10. ASSIGNMENTS AND SUBCONTRACTING

Neither the Contract, nor any interest herein, shall be assigned or subcontracted by CONTRACTOR except upon the prior written consent of OWNER. CONTRACTOR is responsible for providing, performing and completing all Work, including providing all certifications, warranties and guarantees, that meets or exceeds specified requirements notwithstanding specific references in the Drawings or Specifications to duties and obligations of other contractors, subcontractors, suppliers, manufacturers, trades, etc., all at no extra cost to OWNER other than the Contract Price. All such duties and obligations specifically imposed upon such other contractors, subcontractors, suppliers, manufacturers, trades, etc., shall be deemed to be imposed upon CONTRACTOR.

CONTRACTOR shall have full responsibility and liability for the provision, performance and completion of the Work in full compliance with, and as required by or pursuant to, the Contract, and for the proper performance of all other requirements of the Contract, and for all representations and warranties and guarantees made in or pursuant to the Contract. CONTRACTOR shall remain as fully responsible and liable for the acts, omissions and performance of all other contractors, subcontractors, suppliers, manufacturers, trades, etc. as CONTRACTOR is for its own acts, omissions and performance.

#### ARTICLE 11. REMEDIES

OWNER's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment thereof shall not waive any breach.

#### ARTICLE 12. LAW GOVERNING

The Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

SECTION 11      **BUTTERFLY VALVES FURNISHED BY OWNER**

11.01      **Submittals**

Submit for review detail drawings, data and descriptive literature on all valves and appurtenances, including:

- a. Dimensions
- b. Size
- c. Materials of Construction
- d. Weight
- e. Protective Coating
- f. Actuator Weight
- g. Calculations for actuator torque
- h. Operators
- i. Installation Manual
- j. Operation & Maintenance Manual

Submit manufacturer's certificates of compliance with ANSI, AWWA and other Standards which may apply.

Manufacturer shall certify to the Owner that all valves and operators are properly installed.

Manufacturer shall recommend corrective actions for any deficiencies noted.

Manufacturer shall submit a technical report each time a representative is at the project site.

Manufacturer shall submit certificates that each valve passed the shop leakage and hydrostatic test and the test procedures were in accordance with the specifications.



11.02 Butterfly Valves

11.02.1 Acceptable Manufacturers

A. BUTTERFLY VALVES 30" IN DIAMETER AND LARGER

1. Mosser (Olson Technologies, Inc.)
2. CMB Industries, Inc.

B. BUTTERFLY VALVES 24" IN DIAMETER AND SMALLER

1. Mosser (Olson Technologies, Inc.)
2. M&H Valve Company

11.02.2 General Design, Certification and Inspection

- A. Butterfly Valves furnished under this section shall be of the tight-closing, rubber-seat type conforming to the American Water Works Association Standard C504.
- B. Manufacturer shall have successfully and continuously manufactured specified butterfly valves for a period of at least five years.
- C. Valves shall be designed for use in distribution, potable or raw water service and shall comply with the whole of the AWWA C504 Standards, except as specified under these specifications and the options, stipulations or modifications as indicated.

The references as listed hereafter have the same numerical designation as shown in AWWA C504-00, of Foreword III.A., beginning on page xii:

1. Standard to be used: AWWA C504 standard for "Rubber-Seated Butterfly Valves".
2. Size of Valve: As indicated on the Drawings and as required.
3. Quantity required: As required

4-1. Type of body:  
(VALVES 30" AND LARGER)

Flanged short body with off-set disc design unless shown otherwise on the Drawings.

Butterfly valve bodies are to be made of ductile iron material only, ASTM A536, grade 65-45-12 or 70-50-05 with a minimum 250 psi pressure rating meeting the combined design loading as specified under Subsection 1.06.3, DESIGN AND MANUFACTURE. **(See ATTACHMENT I)**

The off-set disc shall allow for a full 360° seating surface with controlled interference between rubber seat and the stainless steel mating surface, based upon the pressure class of the valve.

Valve body, flanges, and disc shall all be machined so as to exhibit industry standard dimension tolerances. Manufacturer will be required to furnish a test report showing compliance with required dimension tolerances, under Test Reports (see 8 below).

4-2. Type of body:  
(VALVES 24" AND SMALLER)

Flanged short body unless shown otherwise on the Drawings.

Ductile Iron material only, in accordance with Subsection 2.02.2, C4.

Valve body, flanges, and disc shall all be machined so as to exhibit industry standard dimension tolerances. Manufacturer will be required to furnish a test report showing compliance with required dimension tolerances, under Test Reports (see 8 below).

5. Minimum acceptable valve classification:

Valve Seats shall be designed to be leak-tight in both directions of Class 150B, 150 psi upstream and 0 psi downstream and shall be suitable for open/close, and throttling service and/or operation after long periods of inactivity.

6. Maximum nonshock shutoff pressure and maximum nonshock line pressure: 150 psi

7. Flow through the Valve:

- a. Under normal conditions: 6 FPS
- b. Under maximum conditions:

When opening: 12 fps

When closing: 12 fps

- 8. Test reports: Furnish the following itemized, dated, signed and certified test records as listed under Sec. 4.5.8.5.8, Sec. 4.5.8.5.9, Sec. 5.2.1, Sec. 5.2.2, Sec. 5.2.3 (testing in both directions), and Sec. 5.2.4. Furnish also test reports showing whether valve body and disc dimensions are correct within industry standard tolerances (see 4 above.)

Provide an affidavit of compliance in accordance with Section 6.3.

- 9. Connecting piping: As shown on the Drawings.

- 10. End configurations: As indicated on Drawings.

- a. Flanged - ASME/ANSI-B16.1, class 125.
- b. Combinations, as required or where indicated.

- 11. Shaft seals: Self compensating V-type packing.

- 12. Materials:

- a. Valve Bodies: ductile iron only.
- b. Valve Shafts: Valve shafts shall be turned, ground and polished and shall be constructed of stainless steel.
- c. Valve Discs: Ductile iron or cast iron or cast steel
- d. Valve Bolts: All exterior bolts, nuts and washers on valve bodies, valve actuators, bonnets, etc. shall be Stainless Steel as specified in para. 1.10 of Section 1. **(See ATTACHMENT II)**

- e. Valve Flange Bolts: Valve end flanges shall be joined to piping with "Cor-ten" type steel bolts specified in para. 1.10 of Section 1. **(See ATTACHMENT II)**

- e-1. Valve Seats:  
(VALVES 30" AND LARGER)

- 1) Valve seats shall be rubber and seats shall be retained in place either in the body or on the disc.

- Rubber seat shall be mechanically retained in position by means of a shoulder (or shoulders) on the rubber seat with a matching shoulder (or shoulders) on the disc (or on the body) and/or on the stainless steel retaining ring.

- The retaining ring shall be compressed against the rubber seat by stainless steel cap screws that pass through the rubber seat for added retention.

- The rubber seat shall be adjustable and replaceable in the field without the need to remove the valve from the pipeline.

- 2) Epoxy injected valve seats are not allowed.
  - 3) Mating surfaces (seating surfaces) shall be stainless steel and properly designed for frequent operation, or throttling operation without damage to seats or their mating surfaces.

- e-2. Valve Seats:  
(VALVES 24" AND SMALLER)

- 1) Valve seats shall be rubber and seats shall be retained in place either in the body or on the disc.

- If seat is located on the disc, it shall be mechanically retained in position by means of a shoulder (or shoulders) on the rubber seat with a matching shoulder (or shoulders) on the disc

and/or on the stainless steel retaining ring.

The retaining ring shall be compressed against the rubber seat by stainless steel cap screws that pass through the rubber seat for added retention.

The rubber seat shall be adjustable and replaceable in the field.

- 2) Epoxy injected valve seats are not allowed.
- 3) Mating surfaces (seating surfaces or disc edges) shall be stainless steel and properly designed for frequent operation, or throttling operation without damage to seats or their mating surfaces.

13. Type of installation:

Valves shall be for buried service, submerged service or in-plant service, as indicated on the Drawings.

Valves located inside manholes shall be considered as submerged.

14. Actuator type and service conditions:

a. Type:

All valves shall be provided with manual actuators in addition to any other actuator specified except if a cylinder actuator is specified.

b. Service:

Open/close and throttling unless specifically noted otherwise.

15. Manual Actuators:

- a. Manual actuators shall be approved worm-gear type, suitable for buried and submersible service, and capable of withstanding 300 ft-lb. input torque at the full open or full closed position without damage to the valve or actuator.

Actuators shall be equipped with 1-1/2" N extension stem, cast iron adapters, covers, 5" CI soil pipe, and 2" AWWA square nut, handwheel or chain wheel, as indicated on the Drawings and as required.

- b. Valves shall turn counterclockwise, or to left, to open.
- c. Position indicators shall be bronze gearing, graduated indicator scale inside an aluminum housing for installation on a manhole top slab in a stainless steel valve box with bolted watertight cover at surface as shown on the Drawings. Indicators shall be as manufactured by Dyna-Torque Company of Muskegon, Michigan.
- d. Valve actuator shall be equipped with adjustable, mechanical, stop limiting devices to prevent over travel of the valve disc in the open and closed or at any intermediate positions.
- e. The valve actuators shall be fully gasketed suitably sealed, grease-packed for life, designed to withstand submersion in water of minimum 10 psi.

Actuators shall be directly mounted or as indicated on the Drawings.

Provide appropriate length of sealed bonnets for installation of valve actuator inside of manholes as indicated on the Drawings for valves 30" diameter or larger.

- f. Manual actuators shall be type AWWA WB manual worm gear actuator by EIM or type HBC manual worm gear actuator by Limitorque.

- 16. Electric Actuator: As specified elsewhere, if required.

Electric actuators shall be as specified and all in accordance with the applicable requirements of AWWA C504 Sec. 4.5.8.6 and AWWA C540.

- 17. Cylinder Actuator: As specified elsewhere, if required. Cylinder actuators shall be as specified and in accordance with the

applicable requirements of AWWA C504 Sec. 4.5.8.7 and AWWA C540.

19. Valve and actuator arrangement and position:

As shown on the Drawings.

20. Protective coatings:

a-1. VALVES 30" AND LARGER

Valve interior shall be fusion bonded epoxy coated in accordance with AWWA C550. The film thickness of the cured coating shall not be less than 10 mil.

a-2. VALVES 24" AND SMALLER

Valve interior shall be fusion bonded epoxy coated in accordance with AWWA C550. The film thickness of the cured coating shall not be less than 10 mil. As an alternate, molded-in-body rubber seats may be used. Such a seat shall be installed by pressure/temperature molding process and shall provide uniform rubber thickness, and consistent interference between the rubber seat and the disc.

b. For in-plant service valves, exterior surfaces shall be shop painted with an approved rust inhibiting epoxy primer (8 dry mils).

c. For buried, submerged, and inside of manhole type service, valve external surfaces shall be shop coated with two coats of coal tar epoxy coating unless indicated otherwise on the Drawings.

21. Affidavit of compliance:

Whether the Owner has an agent at the plant or not, manufacturer of the butterfly valves shall provide to the Owner affidavits or certificate of compliance stating that all tests and inspections required under ANSI/AWWA C504 and ANSI/AWWA C550 Standard, latest edition, have been performed and that all test requirements have been met.

23. Certified drawings: (Sec. 4.2 and 4.3)

- a. Certified drawings showing the principal dimensions, construction and material used for all parts of the valve and actuator shall be submitted to the Owner for review.
- b. All work shall be performed and all valves shall be furnished in accordance with the certified drawings, after they have been reviewed by the Owner.

24. Valve-torque data shall be furnished. Actuators shall be selected so as to provide a minimum factor of safety of 1.75 of the rated torque capability of the actuator to the maximum design torque requirement of the valve.

25. Shop inspection:

The Owner or an authorized representative shall reserve the right to examine the valve manufacturing/assembling facilities at any time before or during assembly or testing per Section 5.1.1.

26. Maximum transient pressure is 100 psi. There shall be no structural failure to the body, disc, shaft and no leakage through joints and shaft seals with the valve in the closed position and a total pressure of 250 psi from either direction.

27. Water temperature range: 32EF - 80EF

28. Leakage test: In both directions.

30. Provide maximum head loss data.

31. Flow direction. Typical water flow may be in either direction.

Valve disc assembly, seat and mating surfaces shall be designed and constructed to permit the actuator to sufficiently seat, unseat, and rigidly hold, in any intermediate position, with comparable torque requirement at either flow direction, the valve disc it controls under differing pipeline pressures.

32. Anticipated excessive chemical exposure:

Liquid chlorine or hypochlorite will be applied to the system for a period of 3 to 24 hours such as to provide a concentration of 50 to 100 parts per million of available chlorine during water main disinfection.



The cycle may be repeated numerous times, as required, until laboratory tests indicate an absence of coliform organisms.

33. Flat-faced flanges are required.

11.02.3

Shop Testing

After each valve has been shop-operated to 150 psi three times as required by AWWA C504, Sec. 5.2.1, each valve shall be shop Leakage-tested in both directions in accordance with AWWA C504 para. 5.2.2.1 or 5.2.2.2. If the valve leaks, the seat shall be adjusted, and the valve operated three times before retesting for leaks in both directions. The valve shall pass the test when there is no leakage in either direction after three operations and no adjustments.

300 foot-pounds of torque shall be applied to the operating nut at the full closed position and repeated at the full open position to demonstrate that the actuator can safely carry this torque.

11.02.4

Field Testing

Immediately prior to installing the valve, the Contractor shall operate the valve three times and then test the valve for leakage in both directions at 150 psi following the procedure in AWWA C504, Section 5.2.2.2. If the valve leaks, the seat shall be adjusted, and the valve operated three times before retesting for leaks in both directions. The valve passes the initial field leakage test when there is no leakage in either direction after three operations and no adjustments.

300 foot-pounds of torque shall be applied to the operating nut at the full closed position and repeated at the full open position to demonstrate that the actuator can safely carry this torque.

The valve shall be field tested after installation to withstand 150 psi water pressure without leakage. Valves that do not pass three field leakage tests must be replaced with new valves; see Section 4, "Pipe Testing and Disinfection". **(See ATTACHMENT III)**

The valve Manufacturer shall be notified of the scheduling of the field testing so that a representative may be present to witness the test and make any adjustments which may be required.

## 11.02.5

Manufacturer's Certifications:

- A. Submit manufacturer's certification to the Engineer that they have carefully examined all of the Contract Drawings and Specifications in detail, including the arrangement and conditions of proposed transmission main affecting the performance of the valve units, and the detailed requirements of manufacturing and subsequent installation of the valve units.
- B. Submit manufacturer's certification to the Engineer that there are no omissions, ambiguities or conflicts in the Contract or in the transmission piping layout that affect the valve units, as shown on the Plans which have not already been clarified in writing by the Engineer.
- C. Submit manufacturer's certification to the Engineer that they have inspected the storage of the valves and find no conditions that have adversely affected the equipment.
- D. Submit manufacturer's certification to the Engineer that they have supervised the installation of the valve units and that the valves have been properly installed per their requirement.

## 11.03

Manufacturer's Guarantee

Manufacturer shall guarantee the valves, valve actuators, and accessories (i.e., the complete valve units) for a period of one year after accepted start-up.

During the guarantee period, the valve units will be tested to a maximum of 150 psi by OWNER four (4) times. If any of the valves leak or if any actuator fails during the guarantee period, the Manufacturer shall repair that valve unit, within three (3) week of written notification, if the valve unit is in stock, and a new guarantee period shall start, as to such repair, for one full year from the date of repair.

## 11.04

Installation by Others

The valves will be installed by the contractor installing the transmission main. The installing contractor will use the valves for hydrostatically testing the pipeline to a nominal 150 psi pressure. If any valve leaks, the Manufacturer shall repair that valve upon the installing contractor's demand, so that the installing contractor can complete the pipeline leakage test.

## ATTACHMENT I

### 1.06.3

### Design and Manufacture

All ductile iron pipe shall be in accordance with AWWA Standard. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water. AWWA C110 - American National Standard for Ductile Iron and Gray-Iron Fittings, 3 In. Through 48 In., for Water and Other liquids. AWWA C153 - American National Standard for Ductile-Iron Compact Fittings, 3 In. Through 24 In. and 54 In. Through 64 In. for Water Service. AWWA C115 - American National Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.

Ductile iron pipe crossing a major waterway such as a large stream, river or channel shall be designed for neutral buoyancy by concrete casing or other approved means and no allowance for earth cover in the buoyancy calculations.

All ductile iron pipe and fittings shall have a minimum design strength for a combined loading of an internal pressure of 150 psi, an external loading of 10 feet cover of 120 pounds per cubic foot soil weight and trench width of outside pipe diameter plus 4'-8" with a single AASHTO HS-20 truck live load on unpaved road or flexible pavement, plus a water hammer allowance of 100 psi. If indicated on the drawings, the external transient load shall be E-85 for the specific location.

All pipe shall be double thickness cement lined without seal coat inside in accordance with AWWA C104 and asphaltic coated outside in accordance with AWWA C151, Section 4.3.1. Portland cement shall comply with ANSI/NSF Standard 61.

Minimum Thickness: Where the Drawings show the depth of cover exceeds 10 feet or for special applications, the pipe shall be designed for a loading condition of not less than indicated on the Drawings. Use standard pipe laying condition type 4 for thickness design calculation. Pipes to be installed inside the tunnel casing shall be designed for full overburden neglecting the casing.

In addition to external load, all pipe and fittings shall be designed for collapse vacuum pressure -14.7 psi with a factor of safety of 2.5.

All pipe shall have a nominal wall thickness as follows:

<u>Dia.</u> <u>inch</u>	<u>Depth of</u> <u>cover</u> <u>feet*</u>	<u>Pressure</u> <u>Class</u>	<u>Laying</u> <u>Condition</u> <u>Type</u>	<u>Thickness</u> <u>in.</u>
3	100	350	4	0.25
4	85	350	4	0.25
6	47	350	4	0.25
8	34	350	4	0.25
10	28	350	4	0.26

<u>Dia. inch</u>	<u>Depth of cover feet*</u>	<u>Pressure Class</u>	<u>Laying Condition Type</u>	<u>Thickness in.</u>
12	28	350	4	0.28
14	23	250	4	0.28
16	24	250	4	0.30
18	22	250	4	0.31
20	22	250	4	0.33
24	17	200	4	0.33
30	14	150	4	0.34
36	14	150	4	0.38
42	13	150	4	0.41
48	13	150	4	0.46
54	13	150	4	0.51
60	13	150	4	0.54
64	13	150	4	0.56

\* If the depth of cover shown on the Drawings exceeds the depth of cover shown in this column, the pressure class of pipe shall be increased in accordance with AWWA C151.

The whole AWWA C151, AWWA C110, and C153 shall apply except as specified under these Specifications and the options indicated:

1. Pipe

The following options have the same numeral designation as AWWA C151:

a. Sec. 4.2.1 - Mechanical or Push-On Joint Requirements

The pipe shall be furnished with push-on joints in accordance with AWWA C111, except as indicated on the Drawings or Specifications. Mechanical joints shall be in accordance with AWWA C111 and flange joints shall conform to AWWA C115.

b. Sec. 4.3 - Coatings and Linings

All pipe shall be double thickness cement mortar lined without seal coat inside in accordance with AWWA

C104 and asphaltic - coated outside in accordance with AWWA C151.

c. Sec. 4.6 - Marking Pipe

The weight, class and casting period of pipe shall be shown on each pipe.

d. Sec. 5.1.1.2 - Manufacturer's Statement

The manufacturer shall furnish a sworn statement that the inspection and all of the specified tests have been made and the results thereof comply with the requirements of this standard.

e. Sec. 5.1.2 - Inspection by Purchaser

The Owner retains the right to observe pipe, fittings, all work performed and all materials furnished under this Contract at the manufacturer's plant.

During inspection, the Owner's representative shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with this standard. The manufacturer shall make gauges that are necessary for inspection available for Owner's representative use. The manufacturer shall provide the Owner's representative with assistance for handling of pipe and fittings as necessary. Prior to shipment, each piece of pipe and each fitting may be inspected and stamped by the Owner's representative for their compliance with Specifications.

The manufacturer shall provide the Engineer with copies of all written quality control procedures, tests and reports, as required by the Specifications, as may be employed by the manufacturer during the production of the pipe. Weekly inspection reports shall be submitted to the Engineer.

f. Sec. 5.4 - Foundry Records

The results of the acceptance tests (see 5.2.2) and low temperature tests (see 5.3) shall be furnished to the Engineer.

g. Changes in alignment or grade may be made by breaking the joints of the straight pipe or by the use of

beveled end pipe unless single bend fittings are called for on the Drawings. Joint openings shall not exceed one half (1/2) of the maximum recommended by the pipe manufacturer.

## 2. Fittings

The following options have the same numeral designation as AWWA C110.

- 7. Sec. 1.1 - All ductile iron fittings shall have a minimum pressure rating of 250 psi working pressure.
- b. Sec. 4.2.1, 4.2.2 & 4.2.3 - Provide ductile iron fittings with joint type as shown on the Drawings or as indicated in the Specifications. Ductile iron glands shall be used.
- c. Sec. 4.2.4 - all fittings shall be ductile iron.
- d. Sec. 4.2.5 - The Manufacturer shall furnish drawings of the joint and gasket details.
- e. Sec. 4.3 - Coating and Linings

Outside of fittings shall have an asphaltic coating in accordance with AWWA C110. Inside of fittings shall be double thickness cement-mortar lined without seal coat in accordance with AWWA C104.

- f. Sec. 5.1 - The manufacturer shall furnish to the Engineer a sworn statement that the inspection and all the specified tests have been made and the results thereof comply with the requirements of this standard.
- g. Sec. 5.2 - The Owner reserves the right to inspect fittings at the manufacturer's plant.
- h. Sec. 5.4 - Acceptance Tests - The results of acceptance tests shall be furnished to the Engineer.

## 3. Compact Fittings

The following options have the same numerical designation as AWWA C153.

- a. Sec. 53-1 - All ductile iron compact fittings shall have a minimum pressure rating of 250 psi working pressure. All fittings shall be ductile iron.

- b. Sec. 53-5.1.2 -The manufacturer shall furnish drawings of the joint and gasket details.
- c. Sec. 53-6.3 - The manufacturer shall furnish a sworn statement that the inspection and all the specified tests have been made and that the results there of comply with the requirements of this standard.
- d. Sec. 53-7.1 - The Owner reserves the right to inspect fittings at the manufacturers' plant.
- e. Sec. 53-10 - Coatings and Linings Outside of fittings shall have an asphaltic coating in accordance with AWWA C153. Inside of fittings shall be double thickness cement mortar lined without seal coat in accordance with AWWA C104.
- f. Sec. 53-12 - The results of the acceptance tests shall be furnished to the Engineer.

Installation requirements: In addition to the pipe manufacturer's installation guide, the following requirements shall be met:

1. Prior approval of the pipe manufacturer shall be required for the devices to be used to unload pipe, to move pipe and to place pipe in the trench.
2. The pipe shall be unloaded, handled and placed using padded slings or other pipe manufacturer approved devices which distribute the weight of the pipe and prevent damage to the exterior coating, joint rings or pipe interior lining. The use of cables and other metal surfaces in contact with the pipe exterior is prohibited.
3. Unloading or movement of the pipe by rolling or sliding at any time is strictly prohibited.
4. Joint pull in field to correct alignment shall be limited to one-half of the maximum amount recommended by the pipe manufacturer.

## ATTACHMENT II

### 1.10 Bolts, Studs and Nuts

#### 1.10.1 Submittals

Representative samples of bolts, studs and nuts will be required by the Engineer. Review will be for type and finish only. Compliance with all other requirements is exclusive responsibility of Contractor.

#### 1.10.2 Design Criteria

All bolts, studs and nuts shall have American National form right-hand machine cut threads which shall be in conformity with the current ANSI B1.1, "Screw Threads", Coarse Thread Series, Class 2 Fit, unless otherwise specified.

Bolt heads and nuts shall be semi-finished and shall be in conformity with ANSI B18.2, "Wrench-head Bolts and Nuts and Wrench Openings", Heavy Series, unless otherwise specified. Nut dimensions shall conform to ANSI Standard B18.2.2 for heavy hex nuts.

Allowable tensile design stress for threaded fasteners shall not be greater than 0.33 times minimum tensile strength of threaded fastener on tensile stress area.

#### 1.10.3 Materials

Pipe Joints for Ductile Iron Pipe, Prestressed Concrete Cylinder Pipe and Steel Pipe (6" and larger):

##### 1. Galvanized Bolts and Nuts (For EXPOSED Piping Installations):

Steel anchor bolts, flange bolts, studs and nuts shall be in conformity with the current ASTM A307 "Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength", Grade B. All steel bolts, studs and nuts, shall be hot-dip galvanized in accordance with ASTM A153.

At joint harnesses and restrained harnesses connected to flange, the tie bolts and studs, flange bolts and nuts shall conform to ASTM A354 Grade BC or ASTM A193 Grade B7 (115/125 ksi Min. Tensile Strength for 4" diameter and under). Lug and ring shall be ASTM A36 steel. All steel bolts, studs and nuts, shall be hot-dip galvanized in accordance with ASTM A153.

##### 2. Stainless Steel Bolts and Nuts (Where Specified):

Stainless steel bolts shall be in conformity with the current ASTM A193, Grade B8M (AISI 316), class 1 (75 ksi Min. Tensile Strength).



Stainless steel bolts or threaded rods for restrained harnesses shall be in conformity with the current ASTM A193, Grade B8M (AISI 316), class 2 (Tensile Strength 90/110 ksi).

Nuts for these bolts and rods shall be in conformity with the current ASTM A194, Grade 8MN (AISI 316), Strain Hardened.

3. Corrosion Resistant Steel Bolts and Nuts (CRS) (For BURIED Piping Including Piping In Vaults and Manholes Installations):

CRS anchor bolts, flange bolts, studs and nuts shall be "Cor-Ten" type steel in conformity with the material characteristics listed in AWWA C111 "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings", and also in conformity with ASTM A242 "High Strength Low-Alloy Structural Steel" Type I, or ASTM A588 "High Strength Low-Alloy Structural Steel With 50 ksi Minimum Yield Point to 4 inch Thick" Grade A.

At buried mechanical joints, bolts and nuts shall be in conformity with all of AWWA C111 dimensions and requirements.

Above specified bolts and nuts shall be tension tested for a minimum tensile stress of 65 ksi using testing procedures corresponding to ASTM A307 requirements, and shall be proof load tested based on 45 ksi stress to AWWA C111 standards.

Bolt heads shall be marked with name of manufacturer, ASTM material designation/grade, and country where manufactured. Markings shall be raised or depressed.

At buried joint harnesses and restrained harnesses connected to flange, the tie bolts and studs, flange bolts and nuts shall be "Cor-Ten" type steel in conformity with the current ASTM A325, "Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength", Type 3.

4. Bronze (Where Specified):

Anchor bolts, flange bolts, studs, and nuts shall be in conformity with the current ASTM B98, "Copper-Silicon Alloy Rods, Bars, and Shapes" made of Alloy B12, Hard. Bolts, studs, and nuts machined from bar stock shall be made of Alloy A7, Hard.

5. Other types, if shown on drawings or specified under other Sections.

6. Bolt strength shall be adequate to provide compression needed for water tightness of the gasket material used.

Examine conditions under which bolts are to be installed, and notify Engineer in writing of unsatisfactory conditions existing.

Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to Engineer.

### ATTACHMENT III

#### SECTION 4      PIPE TESTING AND DISINFECTING

##### 4.01 Testing Pipelines

The Contractor shall test the pipeline in sections as approved by the Engineer. Pressure testing the pipeline using compressed air will not be allowed. The test shall be made by closing valves or by tied end caps and/or plugs and filling the pipe slowly with water. Care shall be used to see that all air is released during the filling of the pipeline. After the pipe, or section thereof, has been completely filled, it shall be allowed to stand under a slight pressure for sufficient time to allow the escape of air from any air pockets. During this period the valve manholes and other connections shall be examined for leaks. If any are found, they shall be stopped prior to the pressure test.

The test shall consist of holding a hydrostatic pressure on the pipe of a minimum of 150 pounds per square inch for a period of four hours, measured at centerline of pipe at the highest point. The water necessary to maintain this pressure shall be measured through a meter or by means satisfactory to the Engineer. The meter or measuring facilities shall be furnished by the Contractor. The leakage shall be considered the amount of water entering the pipeline during the test period. The total allowable leakage shall meet the requirements of AWWA C600, and as shown on the following table:

Pipe Diameter (Inches)	Allowable Water Loss Per 1,000 Ft. of Pipeline For Four (4) Hour Test Period (Gallons)
8"	3
2"	5
16"	6
20"	8
24"	9
30"	11
36"	13
42"	15
48"	18
54"	20
60"	22
66"	24
72"	27
78"	29
84"	31
90"	33

Any noticeable leakage shall be stopped and any defective pipe shall be replaced with new sections.

All valves shall be field tested in conjunction with but prior to the pressure testing of the pipeline, as specified under this Section. The test shall be conducted by isolating a section of pipeline between two valves. Each valve shall be opened and closed and then tested. There shall be no visible leakage under hydrostatic pressure of 150 psi measured at the centerline of the valve. All line valves shall be tested in each direction and shall be opened after the pipeline test.

If one of the valves leaks, it shall be adjusted, operated three times and retested. A valve that leaks after three adjustments and four pressure tests shall be replaced with a new valve.

#### 4.02 Disinfecting Water Mains Other Than the Commission's Main

Water mains belonging to municipalities or agencies that are disturbed in any manner shall be disinfected in accordance with the following paragraphs.

Disinfection shall be done in strict accordance with the AWWA Standard for Disinfecting Water Mains, C651, which includes flushing and thorough cleaning before disinfection.

All new piping shall be disinfected with chlorine before acceptance for operation.

Liquid Chlorine: Liquid Chlorine shall conform to the requirements of Federal Specification SB-C-120.

Hypochlorite: Liquid Hypochlorite shall conform to the requirements of Federal Specification O-C-114.

The piping shall be thoroughly cleaned and flushed before disinfection is attempted.

The preferred point of application of the chlorinating agent is at the beginning of the pipeline or any valved section of it, and through a corporation stop inserted in the pipe.

The amount of chlorine applied shall be such as to provide a concentration of not less than 50 parts per million of available chlorine, distributed uniformly through the length of pipeline being disinfected.

After a contact period of not less than twenty-four hours the system shall be flushed with clean water until the residual chlorine content is not greater than one part per million.

Samples of water will be taken by the Contractor from connections at each end and the center of the pipeline and bacteriological analysis made thereof.

Contractor shall furnish a standard corporation cock and copper tube gooseneck at each piping sampling point.

The samples shall be collected in sterile bottles treated with sodium thiosulphate.

For acceptance, two consecutive sets of samples, taken at 24-hour intervals, shall indicate an absence of coliform organisms meeting Ill. EPA and other regulatory requirements.

Should the initial disinfection prove unsatisfactory, disinfection shall be repeated until two (2) consecutive samples as tested by a State Licensed Laboratory indicate an absence of coliform organisms.

The disposal of the chlorinated water shall be acceptable to the IEPA.

The cost of Disinfecting shall be incidental to the cost of the pipeline.

#### 4.03 Disinfecting Commission's Mains

Disinfecting of all DuPage Water Commission Water Mains under this Contract shall be performed as follows:

Chlorine shall be added to the main after pressure testing has been completed.

Liquid Chlorine: Liquid Chlorine shall conform to the requirements of Federal Specifications SB-C-120.

Hypochlorite: Liquid Hypochlorite shall conform to the requirements of Federal Specifications O-C-114.

The Contractor shall furnish and install standard corporation cocks and copper tube gooseneck at preferred points of application, as recommended by a disinfection expert.

The water main shall be completely cleaned of all foreign materials, but not flushed before disinfection.

The amount of chlorine applied shall be, such as to provide a concentration of 100 p.p.m. of available chlorine. The chlorine shall be applied continuously and for a sufficient period to form a solid column, or a slug of chlorinated water that as it moves through the main, expose all interior surfaces to a concentration of approximately 100 p.p.m. for at least 3 hours. The free chlorine residual shall be measured as the chlorinated water moves through the main. If at any time it drops below 50 p.p.m., the flow shall be stopped and the chlorinated water shall be restored to 100 p.p.m.

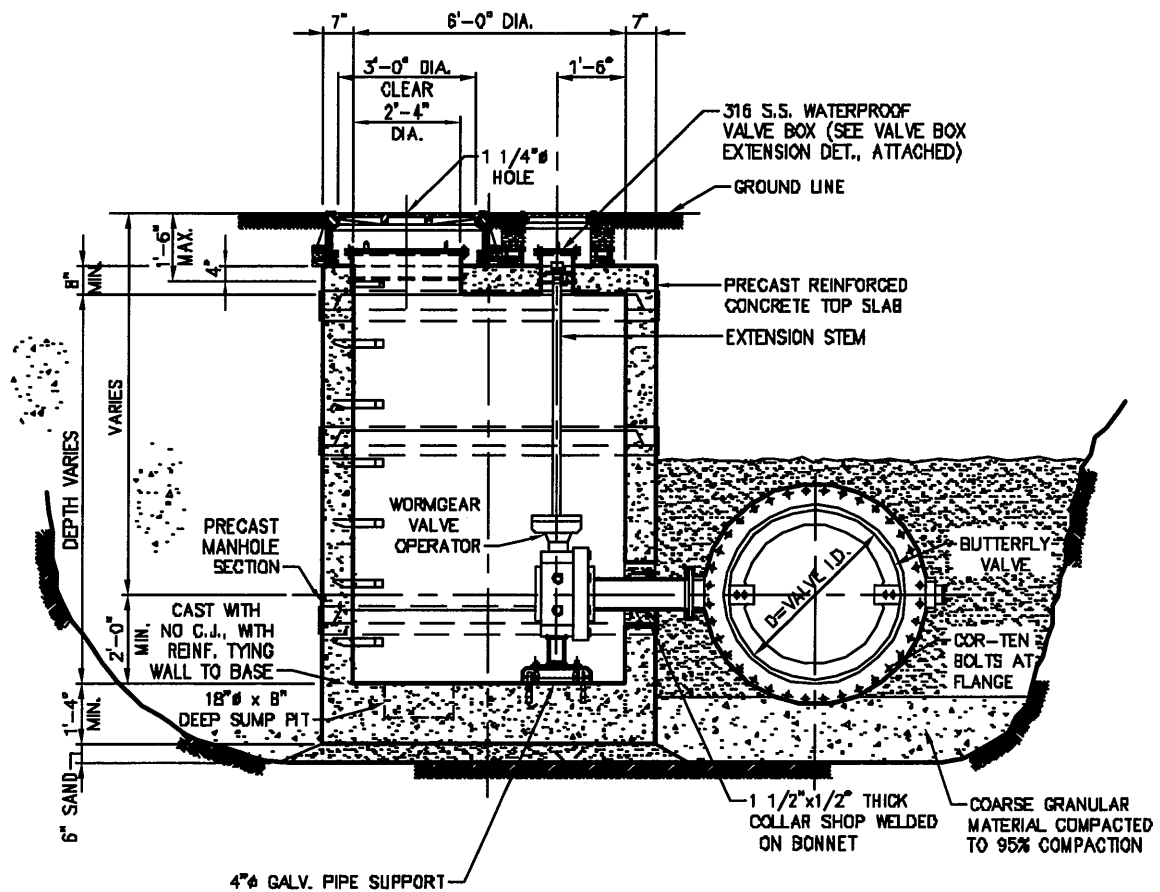
As chlorinated water flows past fittings, valves, and transmission main the valves shall be operated so as to disinfect appurtenances and pipe branches.

After the contact period, the main shall be flushed with clean water until the residual chlorine content is not greater than one part per million. Then Samples can be taken.

Samples shall be collected from the main and shall be tested for bacteriological quality in accordance with AWWA C651.

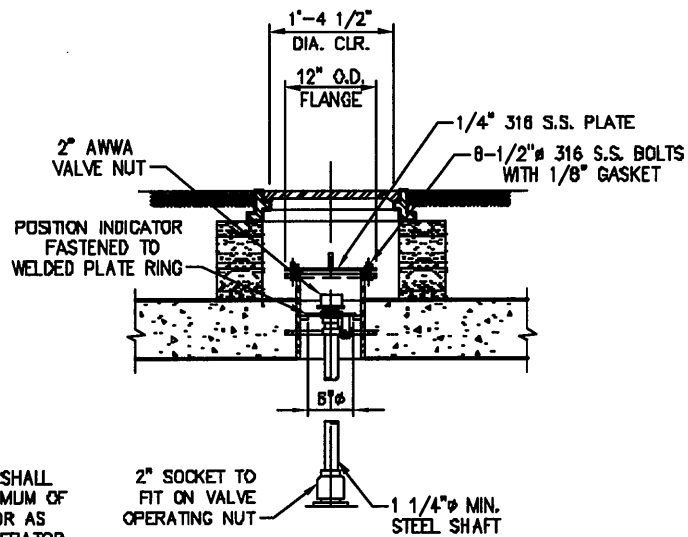
Contractor shall neutralize the residual chlorine concentration in accordance with Appendix B of AWWA C651-92 before disposal, unless the Contractor provides documentation to the Engineer that the governmental entity receiving the chlorinated water will accept the disposal of the water at its field measured concentration prior to neutralization. Contractor shall furnish a copy of the connection Approval Permit from the Division of Public Water Supplies, IEPA, in addition to any other permits required by law.

The cost of disinfecting shall be incidental to the cost of pipeline.



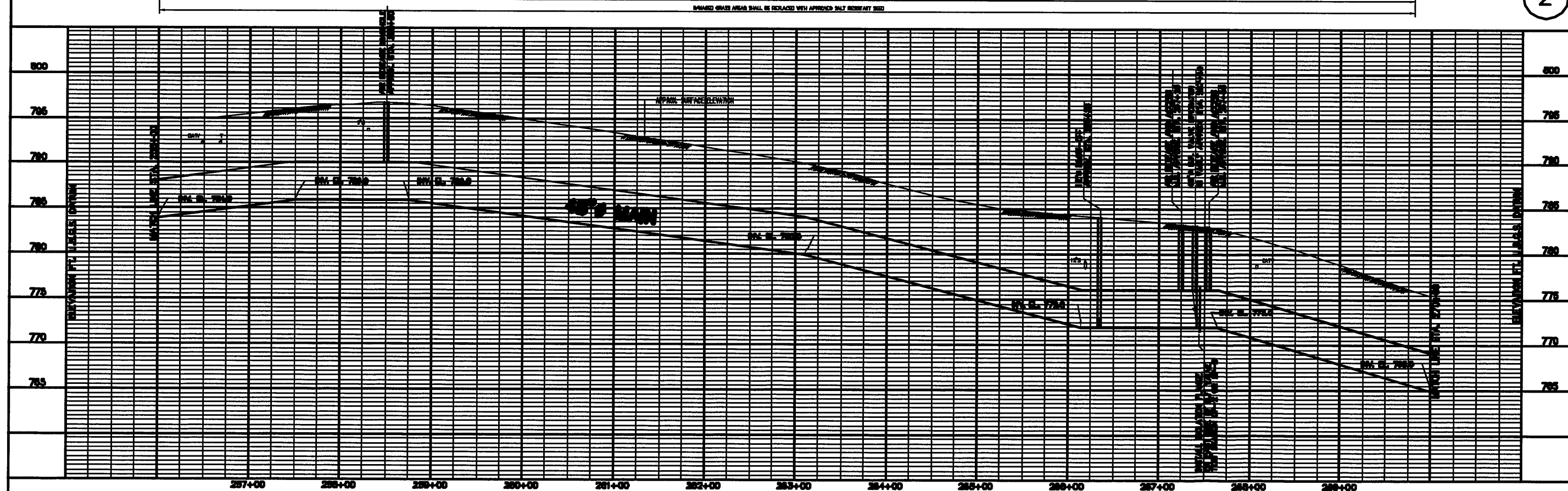
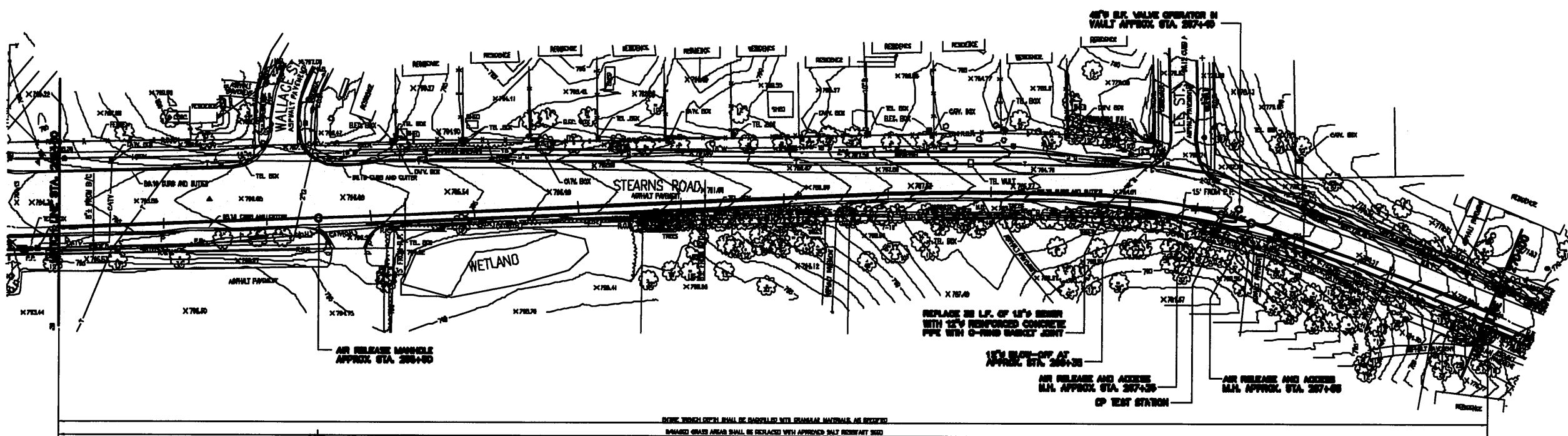
# SECTION 48" Ø BUTTERFLY VALVE OPERATOR IN VAULT

SCALE: 0 1 2 4 8 FT.



## VALVE BOX EXTENSION DETAIL

SCALE: 0 6" 1 2 3 FT.



DATE	INT.	REMARKS
05-05-2004		ADVERTISING DATE

**SCALE 5**

**HORIZ.** 50' 0 50' 10'

**VERT.** 5' 4' 3' 2' 1' 0 5' K


CONTRACT TW-3/04  
WEST TRANSMISSION MAIN





DATE: June 3, 2004

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	New Business— Committee, Task Force, and Officer Appointments	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	Vice-Chairman and Committee Appointments	<b>APPROVAL</b>	
<p>Attached is a memorandum dated June 3, 2004, from the Chairman appointing a single indivisible slate of Commissioners to serve as Vice-Chairman and on the Committees. Pursuant to the Commission's By-Laws, the Chairman appoints all committees and committee chairs with the advice and consent of the other Commissioners (By-Laws, Article VII, Section 2).</p> <p>As indicated in the memorandum, the Chairman's appointment of a single indivisible slate is needed to achieve what is, in the Chairman's estimation as the appointing authority, the appropriate division of Committee membership and chairmanship after taking into consideration district and representational (municipal/county) constituencies, Commissioner experience, knowledge and qualifications, and expressed preferences for Committee assignments.</p> <p>The appointments are for a term expiring at the conclusion of the June 2005 regular meeting of the Board of Commissioners or, with respect to the Vice-Chairman of the Commission and as required by the Commission's By-Laws, for a term expiring April 30, 2006, or until their successors are duly appointed and confirmed.</p>			
<p><b>MOTION:</b> To confirm Chairman Vondra's appointment of a single indivisible slate of Commissioners to serve as Vice-Chairman and on the Committees, as chair or otherwise, set forth in Chairman Vondra's memorandum dated June 3, 2004, to the Commissioners, for a term expiring at the conclusion of the June 2005 regular meeting of the Board of Commissioners or, with respect to the Vice-Chairman of the Commission, for a term expiring April 30, 2006, or until their successors are duly appointed and confirmed.</p>			



# DuPage Water Commission

## MEMORANDUM

TO: Commissioners

FROM: Chairman

DATE: June 3, 2004

SUBJECT: Vice-Chairman and Committee Appointments

I have appointed, for a term expiring at the conclusion of the June 2005 regular meeting of the Board of Commissioners or until their successors are duly appointed and confirmed, a single indivisible slate of Commissioners to serve as Vice-Chairman and on the Committees, as chair or otherwise, set forth below opposite their respective names. My appointment of a single indivisible slate is needed to achieve what is, in my estimation as the appointing authority, the appropriate division of Committee membership and chairmanship after taking into consideration district and representational (municipal/county) constituencies, Commissioner experience, knowledge and qualifications, and expressed preferences for Committee assignments.

In the event my slate is not confirmed, I will need to reassess the priorities and appropriateness of individual assignments. As such, my appointment is subject to the condition that the slate is confirmed by the Board in its entirety and by a single vote. In the event this condition is not satisfied, my appointment shall be null and void and of no force or effect.

The single indivisible slate of Commissioners to serve as Vice-Chairman and on the Committees, as chair or otherwise, that I have appointed is as follows:

<u>Name</u>	<u>Committee/Office</u>
William Mueller	Vice-Chairman, Board of Commissioners
Larry H. Hartwig	Administration Committee, Chair
Elizabeth Chaplin	Administration Committee
William Murphy	Administration Committee
Donald G. Zeilenga	Administration Committee

Gregory W. Wilcox	Engineering Committee, Chair
Raymond Benson	Engineering Committee
Ross Ferraro	Engineering Committee
William Mueller	Engineering Committee
Allan Poole	Finance Committee, Chair
Timothy J. Feltes	Finance Committee
Gregory Matthews	Finance Committee
John Vrdolyak	Finance Committee

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-May-04 TO 04-Jun-04

ACPA0406  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

06/10/04

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Aerex Pest Control	Various	05/20/04	Exterminator - DPPS: April & May 2004	WF-6622	WR	288.00	288.00
AGT International, Inc.	10765	05/27/04	Locating Service Software Maintenance: 07/04-06/05	WF-6634	WR	4,123.68	4,123.68
Alvord, Burdick & Howson	82	05/31/04	Naperville Rd. to Diehl Rd.: 04/25/04-05/24/04	WF-7913	DSR	5,102.24	
Alvord, Burdick & Howson	82	05/31/04	Diehl Rd. to 75th: 04/25/04-05/24/04	WF-7913	DSR	14,163.15	
Alvord, Burdick & Howson	82	05/31/04	Butterfield Rd. to Prairie Path: 04/25/04-05/24/04	WF-7913	DSR	8,735.67	
Alvord, Burdick & Howson	2004195	05/31/04	Underground Corrosion Mtg Rep.: 04/25/04-05/24/04	WF-6632	WR	457.14	
Alvord, Burdick & Howson	2004196	05/31/04	Blow-Off Valve Improvement Tsk Odr. #9: 04/25/04-05/24/04	WF-6389	WR	49.30	
Alvord, Burdick & Howson	2004197	05/31/04	48" West Transmission Main - TW-3: 04/25/04-05/24/04	WF-7913	DSR	52,721.11	
Alvord, Burdick & Howson	2004199	05/31/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 04/25/04-05/24/04	WF-7913	DSR	30,339.43	
Alvord, Burdick & Howson	2004199	05/31/04	48" West Transmission Main - TW-3: 04/25/04-05/24/04	WF-7913	DSR	24,805.51	
Alvord, Burdick & Howson	2004201	05/31/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 04/25/04-05/24/04	WF-7913	DSR	5,022.50	
Alvord, Burdick & Howson	2004202	05/31/04	Dist. Fac. Update - GPS Tsk Odr. #17: 04/25/04-05/24/04	WF-7913	DSR	18,442.66	
Alvord, Burdick & Howson	2004203	05/31/04	20" Lombard Connection - Task Order # 14-004	WF-6389	WR	37.05	159,875.76
American Water Works Association	1000214049	05/13/04	Publication - Maintenance Management for Water Utilities	WF-6522	WR	51.50	51.50
AT&T	6308340100	04/25/04	Long Dist. Serv. DPPS: 03/25/04-04/25/04	WF-6514	WR	499.15	499.15
AT&T Wireless Service - Chicago	150038750	05/28/04	Cellular Phone Serv.: 04/27/04-05/26/04	WF-6514	WR	100.41	100.41
Avalon Petroleum Company	387345	05/17/04	Gasoline	WF-6642	WR	1,804.00	1,804.00
Bank One	311806002454	05/04/04	Replenish I-PASS: M-76785, M-80328	WF-6131	WR	80.00	
Bank One	311806002454	05/04/04	Administrative Expense: Commission Meeting Dinner	WF-6590	WR	191.90	
Bank One	311806002454	05/04/04	HSQ Training: J. Schori, M. Hughes	WF-6132	WR	347.44	
Bank One	311806002454	05/04/04	Cellular Phone Battery	WF-6514	WR	85.39	
Bank One	311806002470	05/04/04	Office Supplies	WF-6521	WR	15.00	719.73
Barbeque & Restaurant Equipment co.	R 052104	05/21/04	Grill Rental for Employee Cookout	WF-6191	WR	200.00	200.00
Basic Chemical Solutions, LLC	SI4044572	05/21/04	Sodium Hypochlorite	WF-6613	WR	2,466.00	2,466.00

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Camp Dresser & McKee Inc.	80176737/8	05/24/04	DPPS Power Supply Study: 03/28/04-05/15/04	WF-7912	DSR	13,890.00	13,890.00
CDW Government, Inc.	MV89478	04/30/04	Digital Cameras	WF-6952	WR	798.96	
CDW Government, Inc.	MW24743	05/03/04	Digital Camera Starter Kits	WF-6952	WR	160.03	
CDW Government, Inc.	MX92920	05/06/04	Interface with DPC Civil Defense	WF-6951	WR	48.31	
CDW Government, Inc.	NC52041	05/19/04	SCADA/Instrumentation	WF-6624	WR	743.99	1,751.29
Chicago Suburban Express Inc.	624585	05/10/04	Freight Charges on Maintenance Supplies	WF-6622	WR	52.07	52.07
Chicago Tribune	94919001	05/10/04	Budget Legal Notice	WF-7958	DSR	217.45	
Chicago Tribune	94919002	05/23/04	Employment Ad: Assistant Operator	WF-6191	WR	2,033.50	2,250.95
Chicago, City of: Dept. of Water	Ltr.	04/27/04	Operation Costs Lex. Sta.:03/01/04-03/31/04	WF-6611	WR	30,031.42	
Chicago, City of: Dept. of Water	Ltr.	05/20/04	Operation Costs Lex. Sta.:04/01/04-04/30/04	WF-6611	WR	25,252.47	55,283.89
Chicago, City of: Dept. of Water	Ltr.	04/26/04	Electric Service: 03/02/04-04/02/04	WF-6611	WR	68,487.72	68,487.72
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	06/01/04	Water Supply: 05/01/04-05/31/04	WF-1910	WR	(674,014.19)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	06/01/04	Water Supply: 05/01/04-05/31/04	WF-6611	WR	3,370,070.94	2,696,056.75
Cintas First Aid & Safety	343220175	05/27/04	First Aid Supplies	WF-6622	WR	106.35	106.35
CLC Lubricants Co.	118188	05/26/04	Drum Deposit	WF-1552	WR	75.00	
CLC Lubricants Co.	118188	05/26/04	Maintenance Supplies	WF-6622	WR	669.90	744.90
Commonwealth Edison	Various	05/07/04	Remote Opr. Valve: 04/03/04-05/07/04	WF-6612	WR	658.10	
Commonwealth Edison	Various	05/18/04	CP Station: 04/19/04-05/18/04	WF-6612	WR	138.57	
Commonwealth Edison	Various	05/25/04	Tank Site Serv: 04/26/04-05/25/04	WF-6612	WR	1,754.91	
Commonwealth Edison	Various	05/06/04	Meter Sta. Serv.: 04/05/04-05/06/04	WF-6612	WR	3,479.70	6,031.28
Constellation NewEnergy, Inc.	0297187001	05/28/04	DPPS Electric Service: 04/23/04-05/24/04	WF-6612	WR	128,532.92	128,532.92
Crowley, Maureen		05/21/04	Reimbursement for Cookout Supplies	WF-6191	WR	382.63	382.63

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CTE Engineers, Inc.	44140675.2000-3	05/10/04	Eng. Svcs - Reservior Design: 01/31/04-02/27/04	WF-7912	DSR	40,925.09	40,925.09
Danka Office Imaging Company	701443709	04/28/04	Toshiba Copier/Scanner Maint. Contract: 04/28/04-07/27/04	WF-6550	WR	276.00	276.00
Divane Bros. Electric Co.	QRE1-007A	06/02/04	Replace Service at 229 Middaugh Due to Ground Settling	WF-6633	WR	3,656.37 (a)	3,656.37
DuPage County Treasurer		06/04/04	Requirements of State of Illinois Publ. Act 93-0226	WF-3192	ST	15,000,000.00	15,000,000.00
Dymo Corporation	1302099	05/20/04	Time Expiring Name Badges	WF-6521	WR	156.55	156.55
Excalibur Refreshment Concepts, Inc.	34583	05/10/04	Coffee	WF-6521	WR	199.75	199.75
Excel Environmental, Inc.	E0520119	05/20/04	Waste Oil & Anti Freeze Pick Up	WF-6622	WR	115.00	115.00
Exelon Services, Inc.	145005275	05/13/04	Service on HVAC Software Programming	WF-6622	WR	400.00	400.00
Federal Express Corp.	1-772-94186	05/12/04	Messenger Service	WF-6532	WR	1,352.95	
Federal Express Corp.	1-820-23522	05/26/04	Messenger Service	WF-6532	WR	236.23	1,589.18
Flowserve	M763506	05/27/04	Repair to Pump Seal - Pump #6	WF-6621	WR	1,967.36	1,967.36
Glenbard Electric Supply, Inc.	1040197-5001	05/14/04	Meter Station Maintenance	WF-6633	WR	1,071.92	1,071.92
Government Finance Officers Association	36001	04/19/04	Membership Renewal: R. Skiba	WF-6540	WR	135.00	135.00
Grainger	001-398384-6	05/21/04	Electric Heaters	WF-6633	WR	2,226.50	
Grainger	001-741471-5	05/26/04	Meter Testing Supplies	WF-6623	WR	1,900.87	
Grainger	145-843914-6	04/29/04	Maintenance Supplies	WF-6622	WR	89.70	4,217.07
Greenberg Traurig	1213844	05/11/04	"C" Factor Retainer - April, 2004	WF-6253	WR	10,000.00	10,000.00
Holland & Knight		05/26/04	Legal Services: April 2004	WF-6251	WR	5,924.29	5,924.29

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Home Depot	81004	05/11/04	C.P. Caps	WF-6632	WR	15.60	
Home Depot	2391943	05/19/04	John Deere 27C Mini Excavator Rental	WF-6625	WR	144.30	
Home Depot	8127850	05/03/04	Pipeline Supplies	WF-6637	WR	9.88	
Home Depot	9038885	05/12/04	Maintenance Supplies	WF-6622	WR	899.32	1,069.10
HSQ Technology	6086	03/31/04	RTU Firmware Programming Valve Control L/R Upgrade	WF-6624	WR	1,500.00	
HSQ Technology	6187	05/28/04	SCADA Support Service: 05/01/04-05/31/04	WF-6624	WR	495.00	1,995.00
Hughes, William R.		05/10/04	Reimbursement for Travel Expense for Fin. Admin. Interview	WF-6191	WR	960.92	960.92
ICI Paints	0169-151978	05/06/04	Maintenance Supplies	WF-6622	WR	191.42	191.42
Illinois Paper Company	275746-000	05/12/04	Office Supplies	WF-6521	WR	233.88	233.88
Illinois Public Risk Fund		05/14/04	Workers Compensation Insurance: 06/15/04-09/14/04	WF-6415	WR	13,816.00	13,816.00
Illinois State Bar Association		05/21/04	Membership Dues: M. Crowley	WF-6540	WR	149.50	149.50
J.U.L.I.E.	04-04-0432	05/03/04	Utility Locates: April 2004	WF-6634	WR	6,533.15	6,533.15
JM Process Systems, Inc.	50604 B	05/06/04	Repair Sodium Hypochlorite Pump	WF-6621	WR	3,773.80	3,773.80
John Deere Landscapes	4616016	05/19/04	Maintenance Supplies	WF-6622	WR	51.21	51.21
Joliet Junior College		05/24/04	Water Storage Tank Maintenance Training: R. Moore	WF-6132	WR	59.00	
Joliet Junior College		05/24/04	SCADA Systems - Professional Development: L. Sharp	WF-6133	WR	59.00	
Joliet Junior College		07/01/04	Digital Multimeter Certification: R. Ellingsworth, R. Nolan	WF-6132	WR	295.00	413.00
Kara Company, Inc.	163250	05/20/04	Locating Paint	WF-6634	WR	355.20	355.20
King, Gary A., County Clerk, DuPage County	R04-017	05/07/04	Audit Confirmation Fee	WF-6399	WR	2.00	
King, Gary A., County Clerk, DuPage County	R04-031	05/24/04	Audit Confirmation Fee	WF-6399	WR	2.00	4.00



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Kingsbury, Inc.	1943	05/12/04	Repairs to Kingsbury Bearings	WF-6621	WR	8,170.01	8,170.01
McMaster-Carr Supply Company	89699706	05/06/04	Meter Station Maintenance	WF-6633	WR	345.56	
McMaster-Carr Supply Company	89907680	05/10/04	Maintenance Supplies	WF-6622	WR	435.37	
McMaster-Carr Supply Company	90391034	05/17/04	Maintenance Supplies	WF-6622	WR	239.02	1,019.95
Mel's Ace Hardware	Various	05/03/04	Pipeline Supplies	WF-6637	WR	34.83	
Mel's Ace Hardware	Various	05/07/04	Vehicle Maintenance	WF-6641	WR	116.11	
Mel's Ace Hardware	01248496 77	05/10/04	Meter Station Maintenance	WF-6633	WR	18.74	
Mel's Ace Hardware	Various	05/25/04	Maintenance Supplies	WF-6622	WR	60.69	230.37
Menards - Hillside	Various	05/20/04	Maintenance Supplies	WF-6622	WR	325.69	325.69
Micro Center	822894	05/19/04	Computer Parts & Supplies	WF-6550	WR	40.95	40.95
Milton Township Highway Department	092-2004	05/26/04	Entrance Permit Bond	WF-1552	WR	1,000.00	1,000.00
MK Battery	392494	05/07/04	Emergency Light Batteries	WF-6622	WR	520.00	520.00
Naperville, City of	Various	05/21/04	Meter Sta. Electric: 04/12/04-05/13/04	WF-6612	WR	1,006.81	1,006.81
National City Bank	803083001	05/17/04	Investment Safekeeping Fees: 04/01/04-04/30/04	WF-6233	WR	931.80	931.80
Network Technologies Group, LLC	20130	02/09/04	Repairs to RTU-5	WF-6633	WR	10.00	
Network Technologies Group, LLC	20322	05/05/04	Corrosion Telemetry: 04/02/04-05/01/04	WF-6514	WR	55.35	65.35
Newark InOne	9448455	05/26/04	SCADA/Instrumentation	WF-6624	WR	135.11	
Newark InOne	9453430	05/27/04	Memory Card	WF-6624	WR	67.37	
Newark InOne	9460391	05/28/04	Digital Camera	WF-6624	WR	202.51	404.99
Nextel Communications	648652511	05/13/04	Cellular Phone Serv.: 04/09/04-05/08/04	WF-6514	WR	428.13	428.13
NICOR	2-38-82-32429	05/19/04	DPPS Service: 03/15/04-05/13/04	WF-6513	WR	2,671.51	2,671.51

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Office Equipment Company of Chicago	463032	05/07/04	Conference Tables for Public Meeting Room	WF-6952	WR	1,280.00	1,280.00
Par Group, The		05/21/04	Professional Svcs for Recruitment & Selection of Fin. Admin.	WF-6389	WR	6,728.68	6,728.68
Par Group, The		05/21/04	Professional Services - Recruitment & Selection of Gen. Mgr.	WF-6389	WR	5,777.00	5,777.00
PC World	44191377	05/12/04	Subscription Renewal	WF-6540	WR	14.97	
PC World	44191385	05/12/04	Subscription Renewal	WF-6540	WR	14.97	29.94
Petty Cash, V. Butler, Custodian		05/26/04	Office Supplies	WF-6521	WR	13.59	
Petty Cash, V. Butler, Custodian		05/26/04	Postage Reimbursement	WF-6532	WR	(57.20)	
Petty Cash, V. Butler, Custodian		05/26/04	Vehicle Maintenance	WF-6641	WR	35.93	
Petty Cash, V. Butler, Custodian		05/26/04	Maintenance Supplies	WF-6622	WR	48.28	
Petty Cash, V. Butler, Custodian		05/26/04	Administrative Expense: Commission Meeting 03/25/04	WF-6590	WR	101.10	
Petty Cash, V. Butler, Custodian		05/26/04	2004 Ford Expedition - Title & Registration	WF-6643	WR	80.00	
Petty Cash, V. Butler, Custodian		05/26/04	F.O.I. - Kusper & Raucci	WF-5900	WR	(2.25)	
Petty Cash, V. Butler, Custodian		05/26/04	Employee Cookout	WF-6191	WR	11.80	231.25
Program Professional Service, Inc.	82019	05/14/04	Window Washing DPPS: May 2004	WF-6622	WR	164.00	164.00
Promo Video	1820	05/18/04	Copy of Video Tape - F.I.O.	WF-6590	WR	30.00	30.00
Quill Corporation	Various	05/28/04	Office Supplies	WF-6521	WR	896.45	896.45
Randall Industries	58020	05/10/04	Lift Trailer Equipment Rental	WF-6625	WR	580.00	580.00
Red Wing Shoe Store	450000000444	05/06/04	Safety Shoes: M. Becton	WF-6626	WR	123.99	
Red Wing Shoe Store	450000000467	05/18/04	Safety Shoes - J. Schori	WF-6626	WR	115.99	239.98
Rossi Contractors, Inc.	BOV-1	05/31/04	Cont. BOV-1: Partial Invoice No. 22	WF-6631	WR	201,238.82 (a)	
Rossi Contractors, Inc.	BOV-1	05/31/04	Cont. BOV-1: Partial Invoice No. 22	WF-3520	WR	(20,123.88) (a)	
Rossi Contractors, Inc.	BOV-1	05/31/04	Cont. BOV-1: Partial Invoice No. 22	WF-3530	WR	(1,140.00) (a)	179,974.94

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Rossi Contractors, Inc.	TIB-1	06/01/04	Cont. TIB-1: Partial Invoice No. 2	WF-7500	DSR	341,499.06 (a)	
Rossi Contractors, Inc.	TIB-1	06/01/04	Cont. TIB-1: Partial Invoice No. 2	WF-3520	WR	(34,149.90) (a)	307,349.16
SBC	6308940725	05/04/04	Tank Site #1: 05/04/04-06/03/04	WF-6514	WR	19.82	
SBC	6308340100	05/22/04	Service DPPS: 05/22/04-06/21/04	WF-6514	WR	84.91	
SBC	708Z096241	05/16/04	Backup Telemetry Serv: 05/16/04-06/15/04	WF-6514	WR	705.36	810.09
SBC Paging	2220004	06/01/04	Pager Service: 06/01/04-06/30/04	WF-6514	WR	98.59	98.59
Schweizer, Michael		06/02/04	TIB-1 Pipe Test	WF-7913	DSR	177.60	177.60
Seeco Consultants, Inc.	11848	05/26/04	Material Testing - BOV-1: 04/16/04-05/15/04	WF-6389	WR	2,428.25 (a)	
Seeco Consultants, Inc.	11848	05/26/04	Material Testing - TW-2: 04/16/04-05/15/04	WF-7962	DSR	482.00 (a)	2,910.25
SimplexGrinnell LP	84159240	04/23/04	Annual Fire Alarm Services	WF-6622	WR	6,046.00	6,046.00
Sir Speedy	40990	05/17/04	Administrative Expense: Envelopes	WF-6590	WR	125.29	
Sir Speedy	41025	05/24/04	Administrative Expense: Invitations	WF-6590	WR	178.36	
Sir Speedy	41070	05/26/04	Memo for Commissioners	WF-6590	WR	38.92	342.57
Soooper Lube	Various	05/26/04	Vehicle Maintenance	WF-6641	WR	216.90	216.90
Specialty Mat Service	Various	05/31/04	Floor Mat Service: May 2004	WF-6622	WR	176.10	176.10
SPI Energy Group		06/01/04	Generator Project: 03/31/04-04/29/04	WF-6389	WR	420.00	420.00
Stonkus Hydraulic, Inc.	G-040226	04/28/04	Pumping Operations Parts	WF-6621	WR	71.25	
Stonkus Hydraulic, Inc.	G-0404210	04/26/04	Maintenance Supplies	WF-6622	WR	698.91	770.16
ThyssenKrupp Elevator Company	226947	06/01/04	Elevator Maintenance: 06/01/04-06/30/04	WF-6622	WR	218.42	218.42
Total Facility Maintenance, Inc.	114733	06/01/04	DPPS Cleaning Services: June 2004	WF-6622	WR	1,925.83	1,925.83

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-May-04 TO 04-Jun-04

ACPA0406  
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

06/10/04

- 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
Tree Towns Repro Service	703383	05/04/04	Plan Reproduction	WF-6634	WR	109.50	
Tree Towns Repro Service	703452	05/17/04	90" Plan Copies	WF-6634	WR	66.60	
Tree Towns Repro Service	703688	05/13/04	Scan Drawings to CD	WF-6633	WR	155.00	
Tree Towns Repro Service	703702	05/18/04	Reprints: Darien Claim	WF-6259	WR	15.00	
Tree Towns Repro Service	703789	05/21/04	Document Scanning	WF-6590	WR	33.10	
Tree Towns Repro Service	S126837	05/21/04	Template	WF-6590	WR	3.30	382.50
Underground Focus Magazine	901	05/16/04	Three Year Subscription Renewal	WF-6540	WR	65.00	65.00
United Visual	64867	05/19/04	Movie Screen & Carpeted Podium Rental	WF-6590	WR	70.00	70.00
USAutomation	1063	05/13/04	Pumping Operations: Actuator Manual	WF-6622	WR	4,975.00	4,975.00
Verizon Wireless	504976418	05/08/04	Cellular Phone Serv.: 05/09/04-06/08/04	WF-6514	WR	42.64	
Verizon Wireless	505077564	05/11/04	Cellular Phone Serv.: 05/12/04-06/11/04	WF-6514	WR	30.70	73.34
Viking Office Products	339902	04/30/04	Office Supplies	WF-6521	WR	117.62	
Viking Office Products	350128	05/04/04	Office Supplies	WF-6521	WR	38.93	156.55
Villa Park Office Equipment	6858	05/26/04	Bookshelves	WF-6521	WR	407.00	407.00
Waste Management North	0933155-2008-5	06/01/04	Refuse Disposal	WF-6622	WR	170.07	170.07
West	806540447	05/01/04	Westlaw: 04/01/04-04/30/04	WF-6540	WR	243.95	243.95
Total Accounts Payable							18,784,631.62 =====

## DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-May-04 TO 04-Jun-04

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
06/10/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
DuPage County Treasurer	Requirements of State of Illinois Publ. Act 93-0226	15,000,000.00	15,000,000.00	79.853%
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 05/01/04-05/31/04	2,696,056.75	17,696,056.75	94.205%
Rossi Contractors, Inc.	Cont. TIB-1: Partial Invoice No. 2	307,349.16	18,003,405.91	95.841%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 22	179,974.94	18,183,380.85	96.799%
Alvord, Burdick & Howson	Engineering Services	159,875.76	18,343,256.61	97.650%
Constellation NewEnergy, Inc.	DPPS Electric Service: 04/23/04-05/24/04	128,532.92	18,471,789.53	98.335%
Chicago, City of: Dept. of Water	Electric Service: 03/02/04-04/02/04	68,487.72	18,540,277.25	98.699%
Chicago, City of: Dept. of Water	Operation Costs Lex. Sta.: 03/01/04-04/30/04	55,283.89	18,595,561.14	98.993%
CTE Engineers, Inc.	Eng. Svcs - Reservoir Design: 01/31/04-02/27/04	40,925.09	18,636,486.23	99.211%
Camp Dresser & McKee Inc.	DPPS Power Supply Study: 03/28/04-05/15/04	13,890.00	18,650,376.23	99.285%
Illinois Public Risk Fund	Workers Compensation Insurance: 06/15/04-09/14/04	13,816.00	18,664,192.23	99.359%
Par Group, The	Professional Services - Recruitment & Selection of Gen. Mgr. & Fin. Admin.	12,505.68	18,676,697.91	99.425%
Greenberg Traurig	"C" Factor Retainer - April, 2004	10,000.00	18,686,697.91	99.479%
Kingsbury, Inc.	Repairs to Kingsbury Bearings	8,170.01	18,694,867.92	99.522%
J.U.L.I.E.	Utility Locates: April 2004	6,533.15	18,701,401.07	99.557%
SimplexGrinnell LP	Annual Fire Alarm Services	6,046.00	18,707,447.07	99.589%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	6,031.28	18,713,478.35	99.621%
Holland & Knight	Legal Services: April 2004	5,924.29	18,719,402.64	99.653%
USAutomation	Pumping Operations: Actuator Manual	4,975.00	18,724,377.64	99.679%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-May-04 TO 04-Jun-04

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
06/10/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Grainger	Maintenance Supplies, Electric Heaters, Meter Testing Supplies	4,217.07	18,728,594.71	99.702%
AGT International, Inc.	Locating Service Software Maintenance: 07/04-06/05	4,123.68	18,732,718.39	99.724%
JM Process Systems, Inc.	Repair Sodium Hypochlorite Pump	3,773.80	18,736,492.19	99.744%
Divane Bros. Electric Co.	Replace Service at 229 Middaugh Due to Ground Settling	3,656.37	18,740,148.56	99.763%
Seeco Consultants, Inc.	Material Testing - TW-2 & BOV-1: 04/16/04-05/15/04	2,910.25	18,743,058.81	99.779%
NICOR	DPPS Service: 03/15/04-05/13/04	2,671.51	18,745,730.32	99.793%
Basic Chemical Solutions, LLC	Sodium Hypochlorite	2,466.00	18,748,196.32	99.806%
Chicago Tribune	Budget Legal Notice, Employment Ad: Assistant Operator	2,250.95	18,750,447.27	99.818%
HSQ Technology	SCADA Sprt Srv: May, 2004, RTU Firmware Programming Upgrade	1,995.00	18,752,442.27	99.829%
Flowserve	Repair to Pump Seal - Pump #6	1,967.36	18,754,409.63	99.839%
Total Facility Maintenance, Inc.	DPPS Cleaning Services: June 2004	1,925.83	18,756,335.46	99.849%
Avalon Petroleum Company	Gasoline	1,804.00	18,758,139.46	99.859%
CDW Government, Inc.	SCADA/Instrum., Digital Cameras, Starter Kits, Interface w/DPC Civil Defer	1,751.29	18,759,890.75	99.868%
Federal Express Corp.	Messenger Service	1,589.18	18,761,479.93	99.877%
Office Equipment Company of Chicago	Conference Tables for Public Meeting Room	1,280.00	18,762,759.93	99.884%
Glenbard Electric Supply, Inc.	Meter Station Maintenance	1,071.92	18,763,831.85	99.889%
Home Depot	Maint. & Pipeline Supplies, C.P. Caps, Mini Excavator Rental	1,069.10	18,764,900.95	99.895%
McMaster-Carr Supply Company	Maintenance Supplies, Meter Station Maintenance	1,019.95	18,765,920.90	99.900%
Naperville, City of	Meter Sta. Electric: 04/12/04-05/13/04	1,006.81	18,766,927.71	99.906%
Milton Township Highway Department	Entrance Permit Bond	1,000.00	18,767,927.71	99.911%

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
06/10/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Hughes, William R.	Reimbursement for Travel Expense for Fin. Admin. Interview	960.92	18,768,888.63	99.916%
National City Bank	Investment Safekeeping Fees: 04/01/04-04/30/04	931.80	18,769,820.43	99.921%
Quill Corporation	Office Supplies	896.45	18,770,716.88	99.926%
SBC	Backup Telemetry Service, Tank Site #1	810.09	18,771,526.97	99.930%
Stonkus Hydraulic, Inc.	Maintenance Supplies, Pumping Operations Parts	770.16	18,772,297.13	99.934%
CLC Lubricants Co.	Maintenance Supplies, Drum Deposit	744.90	18,773,042.03	99.938%
Bank One	Off. Sup., Rplnsh I-PASS, Admin. Exp., HSQ Training, Phone Battery	719.73	18,773,761.76	99.942%
Randall Industries	Lift Trailer Equipment Rental	580.00	18,774,341.76	99.945%
MK Battery	Emergency Light Batteries	520.00	18,774,861.76	99.948%
AT&T	Long Dist. Serv. DPPS: 03/25/04-04/25/04	499.15	18,775,360.91	99.951%
Nextel Communications	Cellular Phone Serv.: 04/09/04-05/08/04	428.13	18,775,789.04	99.953%
SPI Energy Group	Generator Project: 03/31/04-04/29/04	420.00	18,776,209.04	99.955%
Joliet Junior College	Training, Professional Development, Certification	413.00	18,776,622.04	99.957%
Villa Park Office Equipment	Bookshelves	407.00	18,777,029.04	99.960%
Newark InOne	Digital Camera, Memory Card, SCADA/Instrumentation	404.99	18,777,434.03	99.962%
Exelon Services, Inc.	Service on HVAC Software Programming	400.00	18,777,834.03	99.964%
Crowley, Maureen	Reimbursement for Cookout Supplies	382.63	18,778,216.66	99.966%
Tree Towns Repro Service	Template, Plan Reproduction, Document Scanning	382.50	18,778,599.16	99.968%
Kara Company, Inc.	Locating Paint	355.20	18,778,954.36	99.970%

## DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-May-04 TO 04-Jun-04

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
06/10/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Sir Speedy	Memo for Commissioners, Administrative Expense	342.57	18,779,296.93	99.972%
Menards - Hillside	Maintenance Supplies	325.69	18,779,622.62	99.973%
Aerex Pest Control	Exterminator - DPPS, Serv. Bldg, Pump & Motor Rm: Apr. & May '04	288.00	18,779,910.62	99.975%
Danka Office Imaging Company	Toshiba Copier/Scanner Maint. Contract: 04/28/04-07/27/04	276.00	18,780,186.62	99.976%
West	Westlaw: 04/01/04-04/30/04	243.95	18,780,430.57	99.978%
Red Wing Shoe Store	Safety Shoes - J. Schori, M. Becton	239.98	18,780,670.55	99.979%
Illinois Paper Company	Office Supplies	233.88	18,780,904.43	99.980%
Petty Cash, V. Butler, Custodian	Cookout, Off. & Maint. Sup., Post. Reimb., Veh. Maint., Ad. Exp., FOI, Regi	231.25	18,781,135.68	99.981%
Mel's Ace Hardware	Maintenance Supplies, Pipeline Supplies, Vehicle Maintenance	230.37	18,781,366.05	99.983%
ThyssenKrupp Elevator Company	Elevator Maintenance: 06/01/04-06/30/04	218.42	18,781,584.47	99.984%
Soooper Lube	Vehicle Maintenance	216.90	18,781,801.37	99.985%
Barbeque & Restaurant Equipment co.	Grill Rental for Employee Cookout	200.00	18,782,001.37	99.986%
Excalibur Refreshment Concepts, Inc.	Coffee	199.75	18,782,201.12	99.987%
ICI Paints	Maintenance Supplies	191.42	18,782,392.54	99.988%
Schweizer, Michael	TIB-1 Pipe Test	177.60	18,782,570.14	99.989%
Specialty Mat Service	Floor Mat Service: May 2004	176.10	18,782,746.24	99.990%
Waste Management North	Refuse Disposal	170.07	18,782,916.31	99.991%
Program Professional Service, Inc.	Window Washing DPPS: May 2004	164.00	18,783,080.31	99.992%
Dymo Corporation	Time Expiring Name Badges	156.55	18,783,236.86	99.993%
Viking Office Products	Office Supplies	156.55	18,783,393.41	99.993%



DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 07-May-04 TO 04-Jun-04

VENDOR VOLUME  
ACCOUNTS PAYABLE SPREADSHEET  
06/10/04


VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Illinois State Bar Association	Membership Dues: M. Crowley	149.50	18,783,542.91	99.994%
Government Finance Officers Association	Membership Renewal: R. Skiba	135.00	18,783,677.91	99.995%
Excel Environmental, Inc.	Waste Oil & Anti Freeze Pick Up	115.00	18,783,792.91	99.996%
Cintas First Aid & Safety	First Aid Supplies	106.35	18,783,899.26	99.996%
AT&T Wireless Service - Chicago	Cellular Phone Serv.: 04/27/04-05/26/04	100.41	18,783,999.67	99.997%
SBC Paging	Pager Service: 06/01/04-06/30/04	98.59	18,784,098.26	99.997%
Verizon Wireless	Cellular Phone Serv.: 05/12/04-06/11/04	73.34	18,784,171.60	99.998%
United Visual	Movie Screen & Carpeted Podium Rental	70.00	18,784,241.60	99.998%
Network Technologies Group, LLC	Repairs to RTU-5, Corrosion Telemetry: 04/02/04-05/01/04	65.35	18,784,306.95	99.998%
Underground Focus Magazine	Three Year Subscription Renewal	65.00	18,784,371.95	99.999%
Chicago Suburban Express Inc.	Freight Charges on Maintenance Supplies	52.07	18,784,424.02	99.999%
American Water Works Association	Publication - Maintenance Management for Water Utilities	51.50	18,784,475.52	99.999%
John Deere Landscapes	Maintenance Supplies	51.21	18,784,526.73	99.999%
Micro Center	Computer Parts & Supplies	40.95	18,784,567.68	100.000%
Promo Video	Copy of Video Tape - F.I.O.	30.00	18,784,597.68	100.000%
PC World	Subscription Renewal	29.94	18,784,627.62	100.000%
King, Gary A., County Clerk, DuPage County	Audit Confirmation Fee	4.00	18,784,631.62	100.000%
Total Accounts Payable		18,784,631.62		



# DuPage Water Commission

## MEMORANDUM

TO: Chairman and Commissioners

FROM: Robert L. Martin  
General Manager 

DATE: June 2, 2004

SUBJECT: DuPage County Request for Draft Service Contract

Attached is a copy of a letter that we recently received from DuPage County. As you will see, DuPage County requested a draft Water Purchase and Sale Contract for review. In accordance with our custom when written requests from community officials are received, I had the Staff Attorney prepare the attached draft Water Purchase and Sale Contract based upon the Commission's current model Subsequent Customer Contract.

In reviewing the attached you should note, however, that all payment terms have been bracketed, bolded, and italicized to indicate they are subject to change based upon the recent amendments to the Water Commission Act of 1985, and the County will be instructed accordingly. In addition, the County will be advised that, before initiating the cumbersome, time-consuming, and expensive procedures of Section 12(c) of the Charter Customer Contract, the Commission will require a formal resolution of the County Board be adopted expressing the County's intention to obtain water service from the Commission.

Should you have any questions or concerns, please let me know.



DuPage County

ROBERT J. SCHILLERSTROM  
COUNTY BOARD CHAIRMAN

## DU PAGE COUNTY PUBLIC WORKS DEPARTMENT

### FACILITIES MANAGEMENT

24-Hour (630) 682-7159

FAX (630) 682-6880

### PUBLIC WORKS

(630) 682-7130

FAX (630) 682-6948

May 21, 2004

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

Dear Bob:

DuPage County Public Works staff is in the process of preparing a water system upgrade and improvement plan for the Public Works Committee. One of the options we would like to explore and present to the Committee is connecting one or all of the systems owned by DuPage County to the Water Commission system. We would appreciate if you could forward to us a draft contract outlining the terms and conditions required for obtaining Lake Michigan water for all six County systems. We realize at this time you do not have the exact subsequent customer charge, but we would appreciate reviewing the basic contract with the subsequent customer number left blank.

We are hoping to make the presentation to Committee in July so any improvements could be included in our budget submittal in September. Therefore, we would like a draft agreement by mid-June if possible.

If I can be of any assistance to you, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Greg W. Wilcox".

Gregory W. Wilcox, P.E.  
Chief Operations Officer

DUPAGE WATER COMMISSION

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

The County of DuPage

FOR THE DUPAGE COUNTY UNIT SYSTEM

DATED: \_\_\_\_\_, 200\_

DuPAGE WATER COMMISSION  
WATER PURCHASE AND SALE CONTRACT WITH  
COUNTY OF DuPAGE

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DuPAGE WATER COMMISSION  
WATER PURCHASE AND SALE CONTRACT WITH  
COUNTY OF DuPAGE  
FOR THE DuPAGE COUNTY UNIT SYSTEM

This Water Purchase and Sale Contract, dated as of \_\_\_\_\_, 200\_, by and between the **DuPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. (collectively, the "Act"), and the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County"),

WITNESSETH:

WHEREAS, the Commission has been organized under the Act to supply water within its territorial limits; and

WHEREAS, DuPage County owns and operates the waterworks system described in Exhibit A attached to this Contract (the "DuPage County Unit System") which it desires to be served with water from the Commission; and

WHEREAS, DuPage County has applied to the State of Illinois Department of Natural Resources, Office of Water Resources, the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources, for a water allocation for the DuPage County Unit System; and

WHEREAS, the Commission has entered into a contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the "Chicago Contract"); and

WHEREAS, the Commission has issued and sold and further proposes to issue and sell Bonds (as defined in Section 2 below) from time to time during the term of this



Contract in sufficient amounts for the payment of the costs of its project of acquiring, designing, constructing, and maintaining its Waterworks System (as defined in Section 2 below); and

WHEREAS, such Bonds have been and will be issued from time to time by the Commission pursuant to Bond Ordinances (as defined in Section 2 below) adopted by the Commission; and

WHEREAS, pursuant to the Act and Article VII, Section 10 of the Illinois Constitution of 1970, the Commission and DuPage County are authorized to enter into this Contract; and

WHEREAS, DuPage County recognizes that the Commission will incur certain additional costs in adding the DuPage County Unit System to the Waterworks System; and

WHEREAS, by the execution of this Contract, DuPage County is surrendering none of its rights to the ownership and operation of the DuPage County Unit System, except as expressly provided for, and only to the limited extent so provided for, in this Contract, and the Commission is surrendering none of its rights to the ownership and operation of its Waterworks System, but each expressly asserts its continued right to operate such systems; and

WHEREAS, DuPage County recognizes that the Commission may use this Contract as the basis, in part, for obtaining loans from time to time to be evidenced by the issuance of its Bonds; and for payment of the principal of and the premium, if any, and interest on such Bonds; and as the means for the payment of its maintenance and operating expenses; and for such purposes as may be authorized by applicable statutes

or required in any Bond Ordinance adopted by the Commission authorizing issuance of Bonds; and

WHEREAS, DuPage County recognizes that the Commission may in the future enter into contracts with other customers;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and DuPage County hereby agree as follows:

#### **SECTION 1. PREAMBLES.**

The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this Contract.

#### **SECTION 2. DEFINITIONS.**

The following words and phrases shall have the following meanings when used in this Contract.

A. “Act” means Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq.

***[B. “Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs, and Underconsumption Costs, collectively, as defined herein.]***

***[C. “Average Charter Customer Rate Per 1,000 Gallons” means Total Charter Customer Revenue divided by Total Charter Customer Use.]***

D. “Bond Ordinances” means all of the Commission’s ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Bonds.

E. “Bonds” means Revenue Bonds and Other Bonds.

***[F. "Capital Risk Factor Rate" means a water rate stated as dollars or cents per 1,000 gallons that is equal to 0.15 times the Average Charter Customer Rate Per 1,000 Gallons.]***

***G. "Charter Customer Contract" means the Water Purchase and Sale Contract between the Commission and the Charter Customers dated as of June 11, 1986.***

***[H. "Charter Customer Facilities" means all of the feeder mains, metering stations, and pressure adjusting stations constructed as of May 1, 1992, solely for the purpose of initially connecting the Charter Customers to the Waterworks System.]***

***[I. "Charter Customer Facilities Credit" means a credit intended to compensate DuPage County for the portion of Fixed Costs that is attributable solely to the Charter Customer Facilities and in lieu of which DuPage County pays its Connection Facilities Cost. For purposes of this Contract, and for so long as DuPage County is entitled to receive its monthly Charter Customer Facilities Credit pursuant to this Contract, DuPage County's monthly Charter Customer Facilities Credit shall be calculated by multiplying the portion of DuPage County's monthly Fixed Costs payment due pursuant to Subsection 7B of this Contract for the DuPage County Unit System that is attributable to the payment of debt service (principal, premium, if any, and interest) on the Original Revenue Bonds times the factor of .4332, which approximates the portion of Fixed Costs attributable to the Charter Customer Facilities (See Exhibit E, Schedule 2).]***

J. "Charter Customers" means the units of local government (not including the Commission) that are parties to the Charter Customer Contract, excluding, however, any such unit of local government whose rights and obligations under such Contract have been terminated.

K. "Chicago Contract" means the Water Supply Contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended or supplemented from time to time.

L. "Commission" means the DuPage Water Commission, DuPage, Cook, and Will Counties, State of Illinois.

M. "Commission Connection Facilities" means the portions of the Waterworks System constructed by the Commission to initially connect the DuPage County Unit System to the existing Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-2 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The Commission Connection Facilities include, among other items, a metering station, including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the DuPage County Unit System, including equipment appurtenant thereto.

N. "Connection Facilities" means the DuPage County Unit System Connection Facilities and the Commission Connection Facilities.

***[O. "Connection Facilities Cost" means the full actual cost incurred by the Commission in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and***

*all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over land and waters necessary for the construction, installation, removal, relocation, replacement, extension, and improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, and improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.]*

P. “Contract” means this Water Purchase and Sale Contract.

Q. “Contract Customers” means the Charter Customers, DuPage County, and every other entity with whom the Commission has entered into, or may in the future enter into, a contract or agreement for the sale by the Commission of Lake Water to that entity, except only contracts and agreements providing for the delivery of Lake Water during times of emergency only.

R. “Fiscal Year” means the fiscal year of the Commission.

*[S. “Fixed Costs” means an amount sufficient at all times to pay the principal of and the premium, if any, and interest on any Revenue Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of all Revenue Bond Ordinances, and to pay reasonable capital costs necessary to carry out the*

***corporate purposes and powers of the Commission; except as any of the above are included in Operation and Maintenance Costs.]***

T. “Full Water Requirements” means, as it applies to the DuPage County Unit System, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the DuPage County Unit System, and, as it applies to other Contract Customers of the Commission, such Contract Customers’ full water requirements as defined in their respective contracts with the Commission.

U. “Lake Water” means potable, filtered water drawn from Lake Michigan.

V. “DuPage County” means the County of DuPage.

W. “DuPage County Unit System” means the waterworks system described in Exhibit A attached to this Contract as well as any extensions or improvements of that system as may be acquired by DuPage County and used for the purpose of providing and transmitting water to its customers.

X. “DuPage County Unit System Connection Facilities” means those portions of the DuPage County Unit System, lying downstream from the Point of Delivery, to be constructed pursuant to this Contract by DuPage County at its expense to initially connect the existing DuPage County Unit System to the Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-1 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The DuPage County Unit System Connection Facilities include, among other items, the pressure adjusting station described in Subsection 4A of this Contract and pipeline and equipment appurtenant thereto.

Y. "Minimum Take or Pay Requirement" means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for by the customer on the same basis as if taken.

***[Z. "Missed Fixed Costs" means the total of the share of the Fixed Costs that would have been payable by DuPage County at all times prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7B of this Contract if DuPage County had been a Charter Customer.]***

***[AA. "Operation and Maintenance Costs" means amounts payable by the Commission under the Chicago Contract, except Underconsumption Costs, and all expenses incurred in the administration, operation, and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Operation and Maintenance Costs in any month shall be at least equal to the amount required to be deposited by the Commission in that month into the operation and maintenance funds or accounts created under all Revenue Bond Ordinances.]***

***[BB. "Original Revenue Bonds" means the Series 1987 Revenue Bonds, originally issued in the amount of \$200,000,000 pursuant to Ordinance No. O-1-87 adopted January 15, 1987, the Series 1993 Water Refunding Revenue Bonds, originally issued in the amount of \$182,755,000 pursuant to Ordinance No. O-8-93 adopted April 8, 1993, and the Series 2003 Revenue Bonds, originally issued in the amount of \$135,995,000 pursuant to Ordinance No. O-9-03 adopted August 14, 2003, and any other Revenue Bonds that may in the future be issued to refund or refinance all or any portion of the indebtedness represented by said Series 1987, 1993, and 2003 Revenue Bonds.]***

CC. "Other Bond Ordinances" means all of the Commissions ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Other Bonds.

DD. "Other Bonds" means all of the Commission's debt obligations that are not Revenue Bonds, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional non-revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

EE. "Point of Delivery" means the point at which the Lake Water delivered to DuPage County pursuant to this Contract leaves the Commission's Waterworks System and enters the DuPage County Unit System. The Point of Delivery shall be a point in the water main connecting the Commission's metering station to DuPage County's pressure adjusting station located downstream from the inside face of the outside wall or foundation of the Commission's metering station a distance of 10 feet or where such water main enters the outside face of the outside wall or foundation of DuPage County's pressure adjusting station, whichever is closer to the Commission's metering station.

***[FF. "Prime Rate" means the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may or may not be said bank's lowest rate of interest charged by said bank for extensions of credit to debtors. The effective date of any change in the Prime Rate shall, for purposes hereof, be the effective date stated in the public announcement of said bank.]***



GG. “Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, or replacement thereof.

HH. “Revenue Bond Ordinances” means all of the Commissions ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Revenue Bonds.

II. “Revenue Bonds” means all of the Commission’s debt obligations[, ***including the Original Revenue Bonds,***] that are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

JJ. “SCADA System” means the Supervisory Control and Data Acquisition System of the Commission that provides an integrated control, communication, and security system for the Waterworks System, including data processing, management, transfer, and exchange; central operation; system control and monitoring; and operator-machine interfacing.

***[KK. “Section 12(c)(iii) Amount” means the amount necessary, pursuant to Section 12(c)(iii) of the Charter Customer Contract, to recover the Missed Fixed Costs plus interest thereon from the time they would have been paid until the date DuPage County first becomes obligated to make payments under Subsection 7B of this Contract, calculated at an annual interest rate equal to the greater of (i) the Prime Rate as of the effective date of this Contract plus one***

*percent or (ii) 10 percent. The method of calculating such amount is illustrated in Exhibit E attached to this Contract.]*

*[LL. "Total Charter Customer Revenue" means all Fixed Costs payments and all Operation and Maintenance Costs payments, as those terms are defined in the Charter Customer Contract, made by the Charter Customers pursuant to the Charter Customer Contract for the Fiscal Year immediately prior to the year for which DuPage County's Capital Risk Factor Rate pursuant to this Contract is being calculated.]*

*[MM. "Total Charter Customer Use" means the total amount of water, stated in thousands of gallons, actually delivered through the Waterworks System to the Charter Customers or the Full Water Requirements, as that term is defined in the Charter Customer Contract, of all Charter Customers, whichever is greater, for the Fiscal Year immediately prior to the year for which DuPage County's Capital Risk Factor Rate pursuant to this Contract is being calculated.]*

*NN. "Trustee" means a trustee provided in a Bond Ordinance.*

*[OO. "Underconsumer" means, for any given year, a Contract Customer of the Commission that takes less Lake Water in such year than such Contract Customer's Water Allocation times 365 times the Underconsumption Ratio for such year.]*

*[PP. "Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer of the Commission is less than the Underconsumption Ratio times such Contract Customer's Water Allocation times 365.]*

***[QQ. “Underconsumption Costs” means any amount that the Commission is obligated to pay under the Chicago Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Chicago Contract.]***

***[RR. “Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Chicago Contract divided by (ii) the sum of the Water Allocations of all Contract Customers of the Commission times 365.]***

SS. “Water Allocation” means, as it applies to other Contract Customers of the Commission, such Contract Customers’ water allocation as defined in their respective contracts with the Commission, and, as it applies to DuPage County for the DuPage County Unit System, the sum of DuPage County’s allocations and allowable excesses from time to time of Lake Water for the DuPage County Unit System pursuant to the Level of Lake Michigan Act, as amended from time to time (See the State of Illinois Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as DuPage County may lawfully take for the DuPage County Unit System. At any time when the Full Water Requirements of the DuPage County Unit System shall exceed the Water Allocation for the DuPage County Unit System, then “Water Allocation” shall mean the Full Water Requirements of the DuPage County Unit System for all purposes of this Contract.

TT. "Waterworks System" means all the Commission's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the City of Chicago's water supply system to the Commission's customers. The DuPage County Unit System Connection Facilities are not part of the Waterworks System.

### **SECTION 3. WATER SUPPLY.**

A. Agreement to Sell and Purchase. Subject to the provisions of this Contract, the Commission shall sell to DuPage County and DuPage County shall purchase from the Commission an amount of Lake Water necessary from time to time to serve the DuPage County Unit System's Full Water Requirements. The Commission's obligation to DuPage County to deliver Lake Water hereunder shall be limited, however, to:

1. A maximum annual amount equal to the DuPage County Unit System's then current Water Allocation times 365; and

2. A maximum rate of Lake Water to the DuPage County Unit System in any one hour equal to 1.7 times the DuPage County Unit System's then current Water Allocation divided by 24.

B. Beginning of Obligations to Deliver and Receive Lake Water. The Commission shall be obligated to deliver Lake Water to the DuPage County Unit System and DuPage County shall be obligated to receive at the DuPage County Unit System Lake Water delivered by the Commission immediately after completion of construction of the Connection Facilities and the water storage capacity required pursuant to Subsection 4C of this Contract; provided, however, that DuPage County

shall have the right to receive Lake Water pursuant to this Contract prior to the completion of construction of the aforesaid water storage capacity if (i) DuPage County has entered into, and the Commission has approved, a valid and binding contract for construction of such required water storage capacity; and (ii) actual construction of such required water storage capacity pursuant to such contract has begun and is proceeding in the regular course to completion; and (iii) DuPage County is maintaining and operating the wells of the DuPage County Unit System as an alternate to such required storage capacity pursuant to procedures approved by the Commission.

C. Limits on Supply. The Commission shall use its best efforts to furnish Lake Water to DuPage County as hereinabove provided, but DuPage County acknowledges and agrees that the Commission's obligation hereunder is limited by:

1. The amount of Lake Water from time to time available to the Commission; and
2. Provisions in contracts between the Commission and its Charter Customers and other customers related to curtailment and other limits on supply of Lake Water; and
3. The capacity of the Waterworks System; and
4. Ordinary transmission loss, including standard metering error, between the Commission's source of supply and the Point of Delivery to the DuPage County Unit System.

D. Emergency or Maintenance Turn-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time to turn off the flow of Lake Water in its mains for emergency and maintenance purposes. The Commission shall give notice

not less than 48 hours in advance of any turn-off for maintenance purposes and it shall give such notice as is reasonable under the particular circumstances of any turn-off for emergency purposes.

E. Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its customers for any reason, DuPage County shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the DuPage County Unit System's total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all of the Commission's customers entitled to Lake Water during such period of curtailment. Prior to the Commission's delivery of Lake Water to the DuPage County Unit System for one Fiscal Year, DuPage County shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the DuPage County Unit System's Full Water Requirements during the prior Fiscal Year to the sum of (i) Lake Water use during the prior Fiscal Year of all of the Commission's other customers entitled to Lake Water during such period of curtailment and (ii) the DuPage County Unit System's Full Water Requirements during the prior Fiscal Year. DuPage County, in cases of emergency or when the Commission for whatever reason is unable to meet the DuPage County Unit System's Full Water Requirements, may, subject to the terms, conditions, and limitations set forth in Subsection 9N of this Contract, serve its customers from any source; provided, however, that DuPage County shall continue to pay all amounts due to the Commission hereunder during such period as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

F. Water Quality. The Commission shall supply DuPage County with Lake Water of a quality commensurate to that furnished to the Commission's other Contract Customers, and meeting the requirements of any federal, State of Illinois, or local agency as shall have jurisdiction from time to time for the operation of public water supplies such as the Waterworks System. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the Point of Delivery to the DuPage County Unit System.

**SECTION 4. DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION.**

A. DuPage County Unit System Connection Facilities. DuPage County shall receive its supply of Lake Water at the DuPage County Unit System Point of Delivery at pressures that will vary from time to time. DuPage County, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall site, design, construct, operate, maintain, and when necessary replace the DuPage County Unit System Connection Facilities, including a pressure adjusting station immediately downstream from the Point of Delivery. Initial design and construction plans and specifications for the DuPage County Unit System Connection Facilities, and any future modifications thereof, shall be submitted in advance of construction or modification to the Commission for review and approval, which approval shall not be unreasonably withheld.

B. Alternate Delivery Through Contract Customer Facilities. The Commission and DuPage County acknowledge that DuPage County may negotiate, within the time period provided in this Subsection 4B, with one or more Contract Customers for delivery of Lake Water purchased from the Commission through facilities owned by such Contract Customer to the DuPage County Unit System ("Alternate

Delivery"). DuPage County shall not enter into any agreement for Alternate Delivery, and no such agreement shall affect the terms of this Contract, except after such agreement has been approved in writing by the Commission. DuPage County's right to enter into an agreement for Alternate Delivery pursuant to this Subsection 4B shall terminate \_\_\_\_\_ following the effective date of this Contract, unless the Commission, in its sole discretion, waives this termination provision in writing, either in whole or in part.

Such Alternate Delivery of Lake Water, should it become feasible for DuPage County through its negotiations with Contract Customers, may affect DuPage County's obligations under this Contract to provide a site for the metering station pursuant to Subsection 5A of this Contract, to provide a pressure adjusting station pursuant to Subsection 4A above, and to provide storage capacity pursuant to the terms of Subsection 4C below, among other possible effects. In addition, such Alternate Delivery of Lake Water may affect certain cost provisions under Section 7 of this Contract. The Commission and DuPage County agree that, if DuPage County reaches an agreement with a Contract Customer in a form acceptable to and approved by the Commission for Alternate Delivery of Lake Water consistent with Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as it may, from time to time, be amended ("Resolution No. R-13-90"), then the Commission and DuPage County, by separate written contract, which



may include amendments to this Contract, shall establish mutually agreeable terms between them for such Alternate Delivery of Lake Water.

C. Storage. DuPage County shall provide sufficient storage capacity within the DuPage County Unit System to store not less than two times the annual average daily water demand of the DuPage County Unit System; provided, however, that said requirement shall be reduced by (i) the amount of operable shallow well capacity (stated in gallons per hour) maintained by DuPage County in the DuPage County Unit System up to a maximum of 10 percent of said requirement plus (ii) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of the DuPage County Unit System and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for the DuPage County Unit System is provided in Exhibit C attached to this Contract. In accordance with said requirement, DuPage County, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for the DuPage County Unit System at least the amount of water storage capacity shown on Exhibit C to this Contract as the "Minimum Additional Required Storage." Such water storage capacity shall be in addition to the amount of water storage capacity shown on Exhibit C to this Contract as the "Existing Storage" in the DuPage County Unit System. DuPage County shall properly maintain all such water storage capacity, including operable shallow well capacity, in a good and serviceable condition. If at any time DuPage County's water storage capacity in the DuPage County Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, falls below 1.9 times the annual

average daily water demand of the DuPage County Unit System, then DuPage County, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within the DuPage County Unit System of sufficient quantity to restore the total storage capacity of the DuPage County Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, to not less than two times the annual average daily water demand of the DuPage County Unit System.

D. Metering of Shallow Wells. DuPage County shall furnish, install, and maintain a meter on each of its operable shallow wells. All such meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. DuPage County shall calibrate all such meters at least once in each Fiscal Year. DuPage County shall notify the Commission of the time, date, and place of each calibration at least five days in advance thereof, and a representative of the Commission shall have the right to observe any adjustments made to such meters in case any adjustments shall be necessary. The Commission shall have the right to place any or all of such meters under seal at any time.

E. Surges and Back-Flows. DuPage County's operation of its pressure adjusting station shall not cause surges or back-flows into the Waterworks System, nor shall the operation of the DuPage County's pressure adjusting station cause the Waterworks System pressure to drop below 20 pounds per square inch. The Commission shall not be responsible for any damage to the DuPage County Unit System or the DuPage County Unit System Connection Facilities caused by the design, operation, or maintenance of the Connection Facilities.

F. Maintenance of System; Water Quality; Prevention of Waste. DuPage County shall operate the DuPage County Unit System and the DuPage County Unit System Connection Facilities in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the Commission's operation of its Waterworks System. The Commission and DuPage County shall notify each other immediately of all emergency and other conditions which may directly or indirectly affect the Waterworks System, the DuPage County Unit System, the Connection Facilities or the quantity or quality of the Lake Water received pursuant to this Contract.

#### **SECTION 5. MEASURING EQUIPMENT.**

A. Metering Station and Instrumentation. The Commission shall, pursuant to the timetable established in Section 10 of this Contract, furnish and install at the Point of Delivery a metering station containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Lake Water delivered under this Contract, including all structures as the Commission shall deem necessary to house such equipment and devices. Such furnishing and installing of the metering station shall be done in substantial conformance with the preliminary plans therefor attached as Exhibit B-2 to this Contract, as such preliminary plans may be revised by mutual agreement of the Commission and DuPage County. The Commission shall own, operate, maintain, and replace such metering station and all equipment and structures related thereto.

The metering station shall be located at a site selected, acquired, owned, and provided to the Commission by DuPage County, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in

writing. Such site shall be subject to review and approval of the Commission. DuPage County, without charge to the Commission and pursuant to the timetable established in Section 10 of this Contract, shall grant to the Commission all necessary and insured easements for such site in a form similar to that attached as Exhibit D to this Contract and satisfactory to the Commission's attorneys. DuPage County also shall grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's SCADA System attributable to the DuPage County Unit System, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such SCADA System antennas or facilities shall be installed on such easements in a manner that will reduce so far as reasonably possible any interference with the telemetry of the DuPage County Unit System.

DuPage County shall have access to the metering station for examination and inspection at reasonable times, but the reading for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

B. Records. For the purpose of this Contract, the official record of readings of each meter at the metering station shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of DuPage County, the Commission will give DuPage County a copy of such journal or record book, or permit DuPage County to have access thereto in the office of the Commission during regular business hours.

C. Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters measuring the Lake Water delivered to the DuPage County Unit System if requested in writing by DuPage County to do so, in the presence of a representative of DuPage County, and the Commission and DuPage County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated at least once in each Fiscal Year by DuPage County in the presence of a representative of the Commission, and the Commission and DuPage County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary.

D. Check Meters. DuPage County, at its option and its own expense, may install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for purposes of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. The calibration and adjustment of check meters shall be made only by DuPage County, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Lake Water delivered to DuPage County, in which case the calibration and adjustment of such check meter shall be made by the Commission with like effects as if such check meter had been furnished and installed by the Commission.

E. Meter Malfunctions. If the Commission or DuPage County at any time observes a variation between a meter and a check meter or any evidence of meter

malfunction, such party shall promptly notify the other party, and the Commission and DuPage County shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The party who discovers such variation or malfunction shall give the other party notice not less than 48 hours prior to the time of any test of any meter (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of said representative notwithstanding any other provision of this Subsection 5E. If the percentage of inaccuracy of any meter is found to be in excess of two percent, registration thereof shall be corrected by agreement of the Commission and DuPage County based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable.

If for any reason any meter is out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, then the Lake Water delivered during the period such meter is out of service or out of repair shall be deemed to be the registration of the check meter if one has been installed and is registering accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

1. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

2. If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, adjusted for the addition of new customers to the DuPage County Unit System.

F. Removal of Metering Station and SCADA System Facilities. Within 90 days after the termination of this Contract without renewal, the Commission, at its own expense and in its discretion, may remove the metering station, including equipment, and the SCADA System antennas and appurtenant facilities from the property of DuPage County to which such termination without renewal applies and release the perpetual easements therein. If the Commission fails to remove such station, equipment, and facilities, as aforesaid, DuPage County may take title to such station, equipment, and facilities.

#### **SECTION 6. UNIT OF MEASUREMENT.**

The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Commission and DuPage County otherwise agree. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

#### **SECTION 7. PRICES AND TERMS OF PAYMENT.**

***[A. Operation and Maintenance Costs Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7I and 7N below, a share of the Commission's Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons***

*for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to the DuPage County Unit System for such month. At any time no Lake Water is being supplied through the Waterworks System to any Contract Customer, DuPage County's share of monthly Operation and Maintenance Costs for the DuPage County Unit System shall be that proportion of those costs which the DuPage County Unit System's Water Allocation bears to the total Water Allocations of all of the Commission's customers required to make Operation and Maintenance Costs payments during the same period.]*

*[B. Fixed Costs Payment. Subject to the single limitation on its obligation to pay Fixed Costs set forth in this Subsection 7B, DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7I and 7N below, one-twelfth of the DuPage County Unit System's share of Fixed Costs for each Fiscal Year. For the purposes of this Contract, the DuPage County Unit System's share of Fixed Costs for each Fiscal Year shall be that proportion of Fixed Costs which the DuPage County Unit System's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Prior to the Commission's delivery of Lake Water to the DuPage County Unit System for two calendar years, the DuPage County Unit System's share of Fixed Costs shall be that portion of Fixed Costs which the DuPage County Unit System's Water Allocation bears to the total*



*Water Allocations or the Full Water Requirements or Minimum Take or Pay Requirements, whichever is then applicable, of all of the Commission's Contract Customers who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Subject to the following single limitation, DuPage County's obligation to make all payments of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to the DuPage County Unit System, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. DuPage County's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time, and only during such period of time, the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, to Contract Customers of the Commission, other than DuPage County, whose Full Water Requirements and Minimum Take or Pay Requirements are more than 85 percent of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers of the Commission, and during such time the Commission is unable to supply any Lake Water to the DuPage County Unit System, then DuPage County shall have no obligation to pay Fixed Costs for the DuPage County Unit System.]*

*[C. Connection Facilities Cost Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7I and 7N below, an amount calculated by amortizing the Connection Facilities Cost, in equal*

*monthly installments of principal and interest, at an annual interest rate equal to the greater of (i) the Prime Rate as of the effective date of this Contract plus one percent or (ii) 10 percent, over the life of the Charter Customer Contract remaining as of the month in which DuPage County first becomes obligated to make such payment; provided, however, that such monthly installment may be adjusted by the Commission, on May 1 of each year thereafter, to ensure amortization of the then current amount of the Connection Facilities Cost remaining unpaid, as of each such May 1, over the life of the Charter Customer Contract then remaining. DuPage County's obligation to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.]*

*[D. Section 12(c)(iii) Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7I and 7N below, an amount calculated by amortizing the Section 12(c)(iii) Amount, in equal monthly installments of principal and interest, at an annual interest rate equal to the greater of (i) the Prime Rate as of the effective date of this Contract plus one percent or (ii) 10 percent, over the life of the Charter Customer Contract remaining as of the month in which DuPage County first becomes obligated to make such payment. The method of calculating such payments is illustrated in Exhibit E attached to this Contract. DuPage County's obligation to make all*

**Section 12(c)(iii) payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.]**

**[E. Capital Risk Factor Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7I and 7N below, an amount equal to the Capital Risk Factor Rate times the DuPage County Unit System's Full Water Requirements for such month stated in thousands of gallons, subject to the single limitation that if, for any month, the Commission is unable to deliver to DuPage County the DuPage County Unit System's Full Water Requirements for that month, then DuPage County shall pay for that month an amount equal to the Capital Risk Factor Rate times the amount of water, stated in thousands of gallons, actually received from the Commission by the DuPage County Unit System.]**

**[F. Underconsumption Costs Payment. If DuPage County is an Underconsumer at the DuPage County Unit System, then DuPage County shall pay, at the time specified in Subsections 7I and 7N below, its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago. In such event, DuPage County's share of Underconsumption Costs for the DuPage County Unit System for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.]**

***[G. Default Shares. If any of the Commission's Contract Customers shall default in any payment to the Commission, or any part of any payment, including default shares, DuPage County agrees to pay to the Commission a share of the amount so in default, which share shall be in the same proportion as the DuPage County Unit System's share of Aggregate Costs, before applying any Charter Customer Facilities Credit pursuant to Subsection 7H below, for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all of the Commission's Contract Customers not in default and obligated to make payments with respect to the amount so in default.***

***Subject to Subsection 7N below, DuPage County's share of the amount so in default shall be due and payable 21 days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by DuPage County hereunder. If and when the defaulting Contract Customer makes a payment to the Commission of a defaulted amount or interest thereon for which DuPage County made a payment to the Commission under this Subsection 7G, then the Commission will pay to DuPage County its proportionate share of such amount, including such interest.]***

***[H. Charter Customer Facilities Credit. Beginning in the month in which DuPage County first becomes obligated to make payments of Fixed Costs pursuant to Subsection 7B above, and for so long as such Fixed Costs include any amount attributable to payment of the principal of, premium, if any, and interest on the Original Revenue Bonds, DuPage County shall be entitled to its monthly Charter Customer Facilities Credit, which amount shall be credited***

*against the total amount that would otherwise be due under this Contract for the month in which the Charter Customer Facilities Credit pursuant to this Contract is being calculated.]*

*[I. Bills and Due Date. Except with respect to the payment of default shares pursuant to Subsection 7G above, the Commission shall notify DuPage County of the total amount due under this Contract for each month on or before the 10th day of the following month. DuPage County's costs for each month shall be due and payable, and must be received at the offices of the Commission, on or before the 10th day of the month following the month of the Commission's notification or within 28 days after the date of notification, whichever is later.]*

*[J. Disputed Payments. If DuPage County desires to dispute any payment, or part thereof, due or claimed to be due under this Contract, DuPage County shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time DuPage County knew or should have known of the facts giving rise to the dispute. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Contract shall be referred to arbitration for review or settlement.*

*Upon receipt of a notification of dispute, representatives of the Commission shall meet promptly with representatives of DuPage County to resolve such dispute.*

***If the Commission and DuPage County determine that all or a portion of the disputed payment should be refunded to DuPage County, then such sum shall be refunded with interest thereon at the rate established in Subsection 7K below from the date such disputed payment was made.]***

***[K. Interest on Overdue Payments. If DuPage County shall fail to make any payment required under this Contract on or before its due date, DuPage County shall be in default, and interest on the amount of such payment shall accrue, and be compounded on a monthly basis, during the period of non-payment at the maximum legal rate payable, not to exceed the higher of:***

- 1. the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent; or***
- 2. the Prime Rate plus five percent.***

***Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by DuPage County within 30 days after the date such payment becomes due, then the Commission, at its option and in its discretion, may reduce or discontinue delivery of Lake Water to the DuPage County Unit System until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to DuPage County not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7K and shall provide DuPage County an opportunity for a hearing before the Commission prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, DuPage County shall nevertheless continue to be liable to pay all***

*charges provided for herein as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission. The rights specified in this Subsection 7K shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.]*

*[L. Security Deposit. If DuPage County is at any time in default on any payment due under this Contract and the default is not cured within 30 days after the due date of the defaulted payment, then the Commission, at its option and in its discretion, may require DuPage County, as a further obligation under this Contract, to deposit in a separate account in the Commission's name a sum of money, as security for the payment of DuPage County's obligations hereunder, of a reasonable amount determined by the Commission. DuPage County's compliance with the Commission's demand for such a security deposit shall be a condition precedent to the curing of such DuPage County's default and the restoration of the Lake Water service to the DuPage County Unit System, if such Lake Water service has been reduced or discontinued by reason of such default. The security deposit or any part thereof may be applied, at the Commission's option and in its discretion, to any subsequent default by DuPage County in any payments due under this Contract. If so applied, DuPage County shall provide funds immediately to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, or a term of two years after the curing of the most recent default by DuPage County, or such earlier time that the Commission at its option and in its discretion may determine, any security deposit shall be returned to DuPage County if DuPage County has*

***performed all its obligations under this Contract. DuPage County shall not be entitled to receive any interest on any security deposit.]***

***[M. Enforcement of Provisions Hereof By Other Customers. DuPage County acknowledges that its obligation to make payments pursuant to the terms of this Section 7 is of benefit to the Commission's Charter Customers. Accordingly, DuPage County agrees that, in addition to the Commission, Bondholders, a Trustee, or other parties by law entitled to enforce the provisions of this Contract, any three or more of the Commission's Charter Customers acting together may enforce the provisions of this Section 7, but only if the Commission has not acted to enforce such provisions within 90 days after any failure by DuPage County to make a payment hereunder.]***

***[N. Beginning of Obligation to Pay. Notwithstanding any other provision of this Contract, the obligation to make any and all payments under this Contract, except only payments of Operation and Maintenance Costs pursuant to Subsection 7A above, shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the DuPage County Unit System or any portion thereof or (ii) 12 months following completion of construction of the Commission Connection Facilities, other than the SCADA System facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the DuPage County Unit System Connection Facilities are not complete. The obligation to make payments of Operation and Maintenance Costs pursuant to Subsection 7A above shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the DuPage***



*County Unit System or any portion thereof or (ii) completion of construction of the Commission Connection Facilities, other than the SCADA System Facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the DuPage County Unit System Connection Facilities are not complete. At any time prior to the first delivery of Lake Water to the DuPage County Unit System when DuPage County is obligated to make payments pursuant to this Subsection 7N, such payments shall be based on the Full Water Requirements of the DuPage County Unit System.]*

*[O. Provisions in Lieu of Water Allocation. At any time before the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to DuPage County for the DuPage County Unit System when reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the DuPage County Unit System shall be deemed to be \_\_\_\_\_ million gallons per day. At any time after the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to DuPage County for the DuPage County Unit System that no Water Allocation is in effect for the DuPage County Unit System and reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the DuPage County Unit System shall be deemed to be the DuPage County Unit System's Full Water Requirements for the then most recently completed calendar year divided by 365.]*

## **SECTION 8. SPECIAL CONDITIONS AND COVENANTS.**

A. Construction of Commission Connection Facilities; No Delay Damages; Supply of Lake Water. The Commission will make a diligent effort to have the Commission Connection Facilities completed to the Point of Delivery so as to furnish Lake Water to the DuPage County Unit System by the date specified in Subsection 10H of this Contract, but the Commission does not in any way guaranty delivery by such date.

DuPage County acknowledges and agrees that the Commission shall not be liable to DuPage County for any damages occasioned by or in any way related to delay in the delivery of Lake Water to the DuPage County Unit System, and all payments from DuPage County provided for under this Contract shall remain due and payable in accordance with the terms of this Contract notwithstanding any such delay.

After Lake Water is first tendered for delivery to the DuPage County Unit System at the Point of Delivery, the Commission, subject to the other terms and conditions of this Contract, shall use its best efforts to continually hold itself ready, willing, and able to supply Lake Water to the DuPage County Unit System at such Point of Delivery. The Commission also shall use its best efforts, consistent with its prior obligations and legal obligations to its Charter Customers and its other customers and consistent with the fair and equitable treatment of all of its Contract Customers, to supply the DuPage County Unit System with such additional amounts of Lake Water as from time to time may be allocated to the DuPage County Unit System over and above the DuPage County Unit System's present Water Allocation; provided, however, that the Commission does not in any way guaranty a supply of such additional amounts.

B. Lake Water Only; Costs. Except with the prior approval of DuPage County, the Commission shall not deliver any water to the DuPage County Unit System other than Lake Water. Costs for Lake Water charged to DuPage County by the Commission pursuant to this Contract shall include only the costs set forth in Section 7 of this Contract.

C. Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the Point of Delivery and thereupon shall pass to DuPage County.

D. Emergency Supply. Subject to the terms, conditions, and limitations set forth in Subsection 9N below, DuPage County may contract for a temporary supply of water in case of an emergency from any unit of local government or any other entity. DuPage County shall notify the Commission and shall promptly provide the Commission with copies of all such contracts.

E. Covenants to Be Set Out in Bond Ordinance. DuPage County acknowledges the existence, and its understanding of the provisions, of certain Bond Ordinances pursuant to which the Commission has previously issued its Bonds. DuPage County further acknowledges and agrees that said Bond Ordinances grant to Bondholders certain rights to enforce certain duties of the Commission and its customers, including those with respect to the making of rates and charges and the collection of revenues, and that such Bondholder rights may be included in any subsequent Bond Ordinances.

F. Payments Hereunder an Operation Expense of DuPage County Unit System. DuPage County agrees that, to the fullest extent permitted by law or contract, all payments to be made by DuPage County pursuant to this Contract shall constitute

operating expenses of the DuPage County Unit System as to any and all revenue bonds of DuPage County which are supported in whole or in part by a pledge of the revenues of the DuPage County Unit System, with the effect that DuPage County's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal and of the premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of any DuPage County Unit System revenues. DuPage County shall make all budgetary, emergency, and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of all rates and charges under this Contract. The obligations of DuPage County under this Contract are further payable from all other accounts of the DuPage County Unit System in which there are lawful available funds. In any revenue bond or indenture hereafter issued by DuPage County, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions.

#### **SECTION 9. ADDITIONAL DUPAGE COUNTY COVENANTS.**

A. Maintenance of Corporate Existence. DuPage County agrees that during the term of this Contract it will maintain its public corporate existence, it will continue to be a county in good standing in the State of Illinois, and it will not dissolve or otherwise dispose of all or substantially all of its assets.

B. Maintenance and Operation of DuPage County Unit System. DuPage County shall own and maintain the DuPage County Unit System and the DuPage County Unit System Connection Facilities, and all improvements and extensions of the DuPage County Unit System and the DuPage County Unit System Connection Facilities, in good repair and working order, will operate the DuPage County Unit

System and the DuPage County Unit System Connection Facilities efficiently, and will punctually perform all duties with respect to the DuPage County Unit System and the DuPage County Unit System Connection Facilities as may be required by this Contract and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage, or other loss to any of the DuPage County Unit System or the DuPage County Unit System Connection Facilities affecting DuPage County's ability to deliver water to any of DuPage County's customers, DuPage County shall promptly restore the DuPage County Unit System or the DuPage County Unit System Connection Facilities and their capacity to so deliver water.

C. Rate Covenant. DuPage County shall take all necessary actions to establish, maintain, revise as necessary, and collect rates and charges for customers of the DuPage County Unit System as shall be required from time to time to produce revenues at least sufficient:

1. To pay all amounts due under this Contract and to pay all other costs of operation and maintenance of the DuPage County Unit System; and
2. To provide an adequate depreciation fund for the DuPage County Unit System; and
3. To make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing any obligation of DuPage County payable from the revenues of the DuPage County Unit System; and
4. To pay the principal of, and the premium, if any, and interest on all obligations of DuPage County payable from the revenues of the DuPage County Unit System.

D. Future Subordination of Obligations. Any ordinance, resolution, motion, or other action of DuPage County which authorizes the issuance after the date of this Contract of any obligation of DuPage County to be paid from the revenues of the DuPage County Unit System will expressly provide that revenues of said System may be used to pay principal of, and the premium, if any, and the interest on such obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of said System including, expressly, all amounts payable from time to time under this Contract.

E. General Covenant to Operate Properly. From time to time, DuPage County shall take all steps reasonably necessary so that the DuPage County Unit System and the DuPage County Unit System Connection Facilities may at all times be operated properly and advantageously.

F. Accounting and Audit. DuPage County shall make and keep proper books and accounts (separate and apart from all other records and accounts of DuPage County) in which complete entries shall be made of all transactions relating to the DuPage County Unit System, and, within 180 days after the close of each of its fiscal years occurring during the term of this Contract, DuPage County shall cause the books and accounts of the DuPage County Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the DuPage County Unit System.

G. Maintain Ownership of DuPage County Unit System. DuPage County shall continue to own and possess the DuPage County Unit System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default

hereunder, shall dispose of property which is part of said System only to the extent that such property is no longer useful or profitable in the operations of said System.

H. Insurance. DuPage County shall carry insurance or maintain self insurance with respect to the DuPage County Unit System and the DuPage County Unit System Connection Facilities of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced.

I. Continue to Serve. DuPage County shall use its best efforts to continue serving all customers of the DuPage County Unit System within its territorial limits that are served as of the date of this Contract.

J. Maintain Water Allocation. DuPage County shall use its best efforts to obtain or retain, from time to time, a Water Allocation for the DuPage County Unit System at least equal to, but not in excess of two times, the DuPage County Unit System's Full Water Requirements from time to time.

K. Release and Indemnification. DuPage County hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to

indemnify and hold the Commission harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the DuPage County Unit System or the Connection Facilities or (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of DuPage County to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees. DuPage County agrees to indemnify and hold the Commission harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Contract. If any such claim is asserted, the Commission shall give prompt notice to DuPage County and DuPage County, if requested by the Commission, shall assume the defense thereof, it being understood, however, that DuPage County shall not settle or consent to the settlement of any such claim without the written consent of the Commission.

L. Combining or Separating System Accounts. DuPage County shall not combine its waterworks system with its sewerage system or separate its combined waterworks and sewerage system into separate systems unless:

1. DuPage County shall have provided the Commission with written evidence, satisfactory to the Commission, that the proposed combination or separation will not materially or adversely affect DuPage County's ability to comply with all of the terms, conditions, and covenants of this Contract; and



2. The Commission shall have approved such combination or separation in writing.

M. Rate of Withdrawal. DuPage County will take Lake Water at the most uniform and continuous rate of withdrawal practical.

N. Emergency Interconnections. No emergency interconnection between the DuPage County Unit System and a water distribution system owned and operated by another Contract Customer ("Emergency Interconnection") shall be constructed, operated, or maintained except in accordance with the following terms, conditions, and limitations:

- (i) The other Contract Customer and DuPage County shall submit to the Commission, for its review and approval, within 60 days following the construction of the Emergency Interconnection or, if the Emergency Interconnection was constructed prior to the effective date of this Contract, within 60 days following the effective date of this Contract, a report detailing the exact location of the Emergency Interconnection, the manner in which the Emergency Interconnection has been and will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the Emergency Interconnection. Such report shall include as-built drawings of the Emergency Interconnection and exact duplicates of any written agreement for the operation and maintenance of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the Commission shall have approved such report and the Commission shall have received and approved the written agreements required pursuant to clauses (ix) and (xii) of this Subsection 9N. No approval of such report shall be withheld unless the Emergency Interconnection, or any agreement for the operation and maintenance of the Emergency Interconnection, violate the Charter Customer Contract, this Contract, the Chicago Contract, or applicable laws or regulations, or pose a threat to the Commission or its Waterworks System.
- (ii) The Emergency Interconnection shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to the other Contract Customer or DuPage County specifically related to the

other Contract Customer or DuPage County pursuant to Section 3 of this Contract or any similar provision of any other water purchase and sale contract, as the case may be, and the Emergency Interconnection shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water pursuant to Subsection 4B of this Contract.

- (iii) The Emergency Interconnection shall be operated and maintained in such a manner as at no time to place or threaten to place the Commission or its Waterworks System in jeopardy of failing to meet the terms of the Charter Customer Contract, this Contract, the Chicago Contract, or the regulations of any agency or governmental authority having jurisdiction over the operation of a public water supply.
- (iv) The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.
- (v) The party receiving Lake Water through the Emergency Interconnection shall provide daily telephonic notice to the Commission and the party delivering Lake Water for so long as the emergency deliveries continue, and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the Emergency Interconnection for each such emergency condition.
- (vi) The other Contract Customer and DuPage County shall keep a joint record of the amount of Lake Water delivered through the Emergency Interconnection, a copy of which shall be provided to the Commission within five days following termination of the use of the Emergency Interconnection for each such emergency condition and, in any case, every five days where the Emergency Interconnection is in continuous operation for more than five days.
- (vii) The amount of Lake Water delivered to the other Contract Customer's water distribution system or to the DuPage County Unit System through the Emergency Interconnection, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the Emergency Interconnection at the rates applicable pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the other Contract Customer's flow of water through the Emergency Interconnection shall be considered as a portion of the other Contract Customer's allocation from the Commission. In case of service curtailment, DuPage County's flow of water through the Emergency Interconnection shall be considered as a portion of DuPage County's allocation from the Commission.

- (viii) The Commission shall have the right to inspect the Emergency Interconnection, and its operation and maintenance. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the Emergency Interconnection, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at DuPage County's sole cost and expense.
- (ix) The Commission shall bear no responsibility for, and the other Contract Customer and DuPage County shall, in writing, release the Commission from, and agree that the Commission shall not be liable for, and agree to indemnify and hold the Commission harmless from, any claims, damages, liabilities, and litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Emergency Interconnection. The other Contract Customer and DuPage County shall agree, in writing, to pay all fees, costs, and expenses, including legal and administrative fees, costs, and expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 9N.
- (x) The operation and maintenance of the Emergency Interconnection shall comply in all other respects with the Water Commission Act of 1985, the Charter Customer Contract, this Contract, the Chicago Contract, and Resolution No. R-13-90 and the requirements of the Commission thereunder.
- (xi) Notwithstanding anything to the contrary contained in any written or oral agreement for the operation and maintenance of the Emergency Interconnection, the Emergency Interconnection shall be operated and maintained only in accordance with this Subsection 9N and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.
- (xii) The Commission reserves the right to order all use of the Emergency Interconnection to be discontinued, and the other Contract Customer and DuPage County shall agree, in writing, to discontinue such use, at any time the terms, conditions, and limitations of this Subsection 9N and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

No emergency interconnection between the DuPage County Unit System and a water distribution system owned and operated by any other person, firm, or organization

shall be constructed, operated, or maintained except upon the prior written approval of the Commission.

**SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.**

A. Plans and Specifications for DuPage County Unit System Connection Facilities. DuPage County shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the DuPage County Unit System Connection Facilities not later than \_\_\_\_ days after the effective date of this Contract. The Commission shall provide its comments and revisions to DuPage County within 28 days after receipt of such documents. DuPage County shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

B. IEPA and Other Approvals For DuPage County Unit System Connection Facilities. DuPage County shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the DuPage County Unit System Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of DuPage County Unit System Connection Facilities. DuPage County shall cause construction of the DuPage County Unit System Connection Facilities to be commenced within \_\_\_\_ days after the effective date of this Contract or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the DuPage County Unit

System Connection Facilities, whichever is later. DuPage County shall cause construction to be completed within \_\_\_\_ days after commencement.

D. Plans and Specifications for Water Storage Facilities. DuPage County shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the water storage facilities required to be built by DuPage County pursuant to Subsection 4C of this Contract within \_\_\_\_ days after execution of this Contract. The Commission shall provide its comments and revisions to DuPage County within 28 days after receipt of such documents. DuPage County shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

E. IEPA and Other Approvals for Water Storage Facilities. DuPage County shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10D above, submit such finally revised documents for approval and permitting to the IEPA and every other federal, state, or local governmental body having jurisdiction over any element of the water storage facilities, and shall diligently pursue each such approval and permit until it is secured.

F. Commencement of Construction of Water Storage Facilities. DuPage County shall cause construction of the water storage facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the water storage facilities. DuPage County shall cause construction to be completed within \_\_\_\_ days after commencement.

G. Transfer of Property Rights. DuPage County shall grant to the Commission all necessary and insured easements for the Commission metering station and other facilities to be constructed pursuant to Subsection 5A of this Contract within

\_\_\_ days after the effective date of this Contract. DuPage County shall, immediately upon execution of this Contract, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of Subsection 5A of this Contract and this Subsection 10G.

H. Commencement of Construction of Commission Connection Facilities.

The Commission shall cause design of the Commission Connection Facilities to be commenced within \_\_\_ days after receipt from DuPage County of the final plans, specifications, and construction contract documents for the DuPage County Unit System Connection Facilities or 28 days after acquisition of all rights-of-way and other property required for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause construction to be completed within \_\_\_ days after commencement of design as herein required or \_\_\_ days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities, whichever is later. DuPage County acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of DuPage County under this Contract, including without limitation DuPage County's payment obligations.

I. Illustrative Schedule of Events. An "Illustrative Schedule of Events" depicting, on the basis of assumptions concerning the length of time that will be required to secure various governmental approvals, the sequence of work pursuant to this Section 10 is attached to this Contract as Exhibit **[F]**. In the event of any conflict or

inconsistency between the provisions of Exhibit **[F]** and the provisions of this Section 10, the provisions of this Section 10 shall control.

**SECTION 11. ASSIGNABILITY.**

DuPage County shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Commission.

The right to receive all payments that are required to be made by DuPage County to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in any Bond Ordinance to secure the payment of the principal of and the premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinance. DuPage County, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Commission to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission also may retain the right to enforce this Contract.

**SECTION 12. FORCE MAJEURE.**

If by reason of force majeure either party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all

reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage, or accidents to machinery, pipelines, canals, or tunnels; partial or entire failure of water supply; and inability on the part of the Commission to deliver Lake Water hereunder, or of DuPage County to receive Lake Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No force majeure which renders either of the parties unable to perform under this Contract shall relieve DuPage County of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

### **SECTION 13. COMMISSION DEFAULTS.**

Failure by the Commission to deliver Lake Water to DuPage County as required by this Contract or failure of the Commission to perform any other obligation under this Contract, and the continuation of that failure to perform for 30 days after written notice from DuPage County to the Commission of such failure, shall be a default of the



Commission under this Contract, unless any such failure is excused pursuant to Section 12 of this Contract. If the Commission defaults under this Contract, then DuPage County may bring any action against the Commission allowed by law. No Commission default shall relieve DuPage County of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

**SECTION 14. DUPAGE COUNTY OBLIGATION UNCONDITIONAL.**

DuPage County shall have no right to terminate, cancel, or rescind this Contract; no right to withhold from the Commission or any Trustee who is an assignee of the Commission pursuant to Section 11 of this Contract payments due or to become due under this Contract; no right to recover from the Commission or any such Trustee amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; no right of reduction or set-off against the amounts due or to become due under this Contract to the Commission or any such Trustee; and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by DuPage County or the Commission or any other person, including by way of illustration and not limitation by reason of the fact that the Waterworks System in whole or in part is not completed, operable, or operating; or the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced, or curtailed; or any party to the Chicago Contract, including the City of Chicago, does not perform in whole or in part thereunder; or the Water Allocation of any of the Commission's Contract Customers is

modified or terminated or any such Contract Customer does not perform in whole or in part any agreement or instrument, it being the intent hereof that DuPage County shall be absolutely and unconditionally obligated to make all payments under this Contract. The Commission may issue its Bonds in specific reliance on the limitations set forth in this Section 14 with respect to the rights of DuPage County.

**SECTION 15. COOPERATION IN CONSTRUCTION; EASEMENTS.**

DuPage County shall cooperate with the Commission in the construction and acquisition of the Waterworks System. DuPage County, within 30 days after the Commission's request therefor, shall grant without charge to the Commission all required construction easements and all insured easements necessary for portions of the Waterworks System to be located on DuPage County's property, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing, provided the Commission agrees to restore the easement property in a reasonable manner after construction. DuPage County shall grant the Commission all access to its property necessary to construct and install the Commission Connection Facilities and all other equipment and appurtenant devices to the Point of Delivery.

**SECTION 16. COOPERATION IN ISSUANCE OF BONDS.**

DuPage County shall cooperate with the Commission in the issuance of Bonds. In such connection, DuPage County shall comply with all reasonable requests of the Commission and shall upon request do as follows:

- A. Make available general and financial information about itself; and
- B. Consent to publication and distribution of its financial information; and

C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and

D. Make available certified copies of official proceedings; and

E. Provide reasonable certifications to be used in a transcript of closing documents; and

F. Provide and pay for reasonably requested opinions of counsel of its choice as to the validity of its actions taken with respect to, and the binding effect of, this Contract, title to the DuPage County Unit System, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

#### **SECTION 17. REGULATORY BODIES.**

The Commission through this Contract seeks to exercise and maintain all sovereign rights granted to it under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

#### **SECTION 18. OTHER WATER SUPPLIERS.**

Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other

suppliers or users of Lake Water to provide Lake Water to each other to meet each other's water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the DuPage County Unit System.

**SECTION 19. NOTICES; EVIDENCE OF ACTIONS.**

A. Notices. All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States mail, by certified mail with return receipt requested, postage prepaid, addressed as follows:

To the Commission:	DuPage Water Commission 600 East Butterfield Road Elmhurst, Illinois 60126 Attention: General Manager
--------------------	----------------------------------------------------------------------------------------------------------------

To DuPage County:	County of DuPage _____ _____ Attention: _____
-------------------	--------------------------------------------------------

until and unless other addresses or addressees are specified by notice given in accordance herewith.

B. Evidence of Actions. Any action hereunder to be taken by the Commission or DuPage County may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances, as applicable) duly certified by the Clerk of the Commission or the Clerk of the County of DuPage.

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be made or given by DuPage County shall be in writing, signed by a duly authorized officer, agent, or attorney of DuPage County.

**SECTION 20. EFFECTIVE DATE; IDNR APPROVAL; TERM.**

A. Effective Date. Except for the provisions of Section 10 of this Contract relating to the commencement of certain work following execution of this Contract and except for the provisions of Section 21 of this Contract relating to the payment of certain

costs, as to which provisions this Contract shall be effective immediately after authorization and execution by both parties hereto, this Contract shall be effective upon authorization and execution by both parties hereto and issuance by the State of Illinois Department of Natural Resources, Office of Water Resources, of a Water Allocation permit to DuPage County for the DuPage County Unit System, which permit DuPage County has applied for and agrees to diligently pursue; provided, however, that the parties' execution of this Contract shall, except as provided in Subsection 20B below, remain effective and binding on each party.

B. IDNR Approval. If the State of Illinois Department of Natural Resources, Office of Water Resources, in a final, non-appealable order declines DuPage County's application for a Water Allocation permit for the DuPage County Unit System, this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid. If the State of Illinois Department of Natural Resources, Office of Water Resources, has not approved DuPage County's application for a Water Allocation permit for the DuPage County Unit System on or before the time this Contract would otherwise become effective pursuant to Subsection 21A above, either party, by written notice to the other, may terminate this Contract, in which event this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid.

C. Term. This Contract shall continue in force and effect until February 24, 2024.

## **SECTION 21. REGULATORY PROCEEDINGS.**

Whether or not the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County for the DuPage

County Unit System, DuPage County shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the State of Illinois Department of Natural Resources, Office of Water Resources, or by DuPage County as a result of, or as occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the costs of design of the Commission Connection Facilities. If the State of Illinois Department of Natural Resources, Office of Water Resources, does not issue a Water Allocation permit to DuPage County for the DuPage County Unit System, then DuPage County's payment hereunder shall be due and payable immediately after receipt by it of an invoice from the Commission detailing such costs. If the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County for the DuPage County Unit System, then such costs ***[shall be treated as part of the Connection Facilities Cost provided in Subsection 7C of this Contract]***.

## **SECTION 22. GOVERNING LAW.**

This Contract shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

## **SECTION 23. MODIFICATIONS OR AMENDMENTS.**

This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially

impair or adversely affect the ability or obligation of DuPage County to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

**SECTION 24. EXHIBITS INCORPORATED.**

Exhibits A, B-1, B-2, C, D, **[E,]** and **[F]** to this Contract are hereby fully incorporated into this Contract as substantive provisions of this Contract.

**SECTION 25. EXECUTION IN COUNTERPARTS.**

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

**COUNTY OF DuPAGE**

Date: \_\_\_\_\_

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

(SEAL)

ATTEST:

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

**DuPAGE WATER COMMISSION**

Date: \_\_\_\_\_

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

(SEAL)

ATTEST:

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



## EXHIBITS

Exhibit A: DuPage County Unit System Service Area

Exhibit B-1: Preliminary Plans for the DuPage County Unit System Connection Facilities

Exhibit B-2: Preliminary Plans for the Commission Connection Facilities and the Point of Delivery

Exhibit C: Calculation of Water Storage Requirements

Exhibit D: Metering Station Easement Agreement

***[Exhibit E: Illustrative Calculation of Section 12(c)(iii) Amount and Payments]***

Exhibit ***[F]***: Illustrative Schedule of Events

EXHIBIT A

DUPAGE COUNTY UNIT SYSTEM SERVICE AREA

*[TO BE SUPPLIED BY DUPAGE COUNTY]*

EXHIBIT B-1

PRELIMINARY PLANS FOR THE DUPAGE COUNTY  
UNIT SYSTEM CONNECTION FACILITIES

*[TO BE SUPPLIED BY DUPAGE COUNTY]*

EXHIBIT B-2

PRELIMINARY PLANS FOR THE COMMISSION  
CONNECTION FACILITIES AND THE  
POINT OF DELIVERY

*[TO BE SUPPLIED BY THE COMMISSION]*

EXHIBIT C

CALCULATION OF WATER STORAGE REQUIREMENTS

*[TO BE SUPPLIED BY THE COMMISSION]*

EXHIBIT D

METERING STATION EASEMENT AGREEMENT

DuPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT  
(DuPage County Unit System)

PERMANENT REAL ESTATE TAX INDEX NO. \_\_\_\_\_

Prepared by and Mail to:

Maureen A. Crowley  
Staff Attorney  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Phone: 630-834-0100  
Fax: 630-834-0120

METERING STATION  
EASEMENT AGREEMENT  
(DuPage County Unit System)

THIS EASEMENT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the COUNTY OF DUPAGE, a unit of local government created and existing under the laws of the State of Illinois (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of \_\_\_\_\_, 200\_ (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer under the Contract (collectively referred to as the "DuPage County Metering Station"); and

WHEREAS, the Contract provides that the DuPage County Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "DuPage County Building Easement") for the location of the DuPage County Metering Station as generally depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and



WHEREAS, the Commission has reviewed the DuPage County Building Easement and approved the same for the location of the DuPage County Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the DuPage County Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the DuPage County Building Easement to fulfill the provisions and purpose of the Contract;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the DuPage County Metering Station at, in, under, and upon the DuPage County Building Easement, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. ***[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its***

**successors and assigns, a non-exclusive perpetual access easement along and across the lands described as the access easement on Exhibit A.]**

3. The DuPage County Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit B without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the DuPage County Building Easement and Customer's adjacent property.

5. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

6. The Customer hereby reserves the right to use the DuPage County Building Easement and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the DuPage County Metering Station without the express prior written consent of the Commission; nor shall the Customer permanently or temporarily improve, damage, or obstruct the DuPage County Building Easement **[or the access easement premises]** in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Customer, or its agents or employees, in performing any

work on the DuPage County Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraph 6 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the DuPage County Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the DuPage County Metering Station at, in, under, and upon the DuPage County Building Easement, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the DuPage County Metering Station.

9. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement

Agreement and releasing the permanent easement and access rights hereby granted. The Commission may, within said 90 day period, at its own expense, and in its own discretion, remove the DuPage County Metering Station from the DuPage County Building Easement. If the Commission fails to remove the DuPage County Metering Station, as aforesaid, the Customer may take title to the DuPage County Metering Station.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

11. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By:

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

\_\_\_\_\_  
Maureen A. Crowley  
Clerk

COUNTY of DuPAGE

ATTEST:

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

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

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

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

STATE OF ILLINOIS       )  
                                          ) SS  
COUNTY OF DuPAGE     )

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

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

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

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

STATE OF ILLINOIS       )  
                                          ) SS  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be  
the \_\_\_\_\_ of the County of DuPage, and \_\_\_\_\_,  
personally known to me to be the \_\_\_\_\_ of the County of DuPage, and  
personally known to be the same persons whose names are subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that they signed,  
sealed, and delivered said instrument as their free and voluntary act, and as the free  
and voluntary act of said County, for the uses and purposes therein set forth.

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

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

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

**[EXHIBIT E**

**ILLUSTRATIVE CALCULATION OF  
SECTION 12(c)(iii) AMOUNT AND PAYMENTS (1)**

**[TO BE SUPPLIED BY THE COMMISSION]**



**[EXHIBIT E (SCHEDULE 2)]**

**USE AND FINANCING OF COMMISSION FACILITIES**

<b><u>FACILITY</u></b>	<b><u>DISTRIBUTION (1) FACILITIES</u></b>	<b><u>SUPPLY (2) FACILITIES</u></b>
<b>12 FOOT DIAMETER TUNNEL</b>		<b>\$ 26,557,903</b>
<b>CHICAGO PUMP STATION</b>		<b>52,336,068</b>
<b>90 INCH TRANSMISSION MAIN</b>		<b>52,775,093</b>
<b>DUPAGE PUMP STATION</b>		<b>47,846,669</b>
<b>DUPAGE TRANSMISSION MAINS</b>	<b>\$123,978,698</b>	
<b>DUPAGE STORAGE</b>	<b>15,770,956</b>	
	<b>-----</b>	
<b>FACILITIES USED IN COMMON TO SERVE CHARTER CUSTOMERS AND DuPAGE COUNTY</b>	<b>139,749,654 (56.68%)</b>	
	<b>-----</b>	
<b>FEEDER MAINS</b>	<b>65,353,899</b>	
<b>METER STATIONS</b>	<b>19,775,501</b>	
<b>P.A. STATIONS</b>	<b>21,693,600</b>	
<b>FACILITIES USED TO SERVE ONLY CHARTER CUSTOMERS</b>	<b>106,823,000 (43.32%)</b>	
	<b>-----</b>	<b>-----</b>
<b>TOTAL FACILITIES</b>	<b>\$246,572,654 (100.00%)</b>	<b>\$179,515,733</b>
	<b>=====</b>	<b>=====</b>

**NOTES:**

- (1)    Financed by revenue bonds and customer charges.**
- (2)    Financed by general obligation bonds and real estate taxes.]**

**[EXHIBIT E (SCHEDULE 3)]**

**CHARTER CUSTOMER AND DuPAGE COUNTY  
IDOT/IDNR ALLOCATIONS FOR \_\_\_\_\_**

**Source LMO \_\_\_\_\_**

<b><u>MUNICIPALITY</u></b>	<b><u>ALLOCATION (IN MGD)</u></b>
ADDISON	
BENSENVILLE	
BLOOMINGDALE	
CAROL STREAM	
CLARENDON HILLS	
DARIEN	
DOWNERS GROVE	
ELMHURST	
GLEN ELLYN	
GLENDALE HEIGHTS	
HINSDALE	
ITASCA	
LISLE	
LOMBARD	
NAPERVILLE	
OAK BROOK	
ROSELLE	
VILLA PARK	
WESTMONT	
WHEATON	
WILLOWBROOK	
WOOD DALE	
WOODRIDGE	
	-----
<b>TOTAL CHARTER CUSTOMER ALLOCATIONS</b>	<b>%</b>
<b>DuPAGE COUNTY ALLOCATIONS</b>	<b>%</b>
	-----
<b>TOTAL</b>	<b>100.0000%]</b>

EXHIBIT **[F]**

ILLUSTRATIVE SCHEDULE OF EVENTS

*[TO BE SUPPLIED BY THE COMMISSION]*

**\*\*To be prepared once Section 10 is finalized\*\***





**Village President**

Gregory S. Mathews

**Trustees**

Mary Jane Chapman

Daniel T. Gardner

Mary C. Loch

John M. Mulherin

Mark Pfefferman

Thomas H. Riley, Jr.

June 2, 2004

Mr. Bob Martin, General Manager  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642

**Village Manager**

Gary Webster

Dear Bob:

Several weeks ago, I sent the attached letter dated May 21 to Chairman Vondra with a copy to yourself. I inadvertently omitted sending a copy to all DWC Commissioners. Please correct this oversight and distribute a copy of my May 21 letter to all Commissioners.

Sincerely,

Gregory S. Mathews  
Village President

**Civic Center**

535 Duane Street

Glen Ellyn, Illinois 60137

(630) 469-5000

Fax (630) 469-8849

GWM:pau  
Attachment

E-mail: [info@glenellyn.org](mailto:info@glenellyn.org)

Website: [www.glenellyn.org](http://www.glenellyn.org)

**Police Department**

535 Duane Street

(630) 469-1187

Fax (630) 469-1861

**Public Works Department**

30 South Lambert Road

(630) 469-6756

Fax (630) 469-3128



**Village President**  
Gregory S. Mathews

**Trustees**

Mary Jane Chapman  
Daniel T. Gardner  
Mary C. Loch  
John M. Mulherin  
Mark Pfeifferman  
Thomas H. Riley, Jr.

**Village Manager**  
Gary Webster

**Civic Center**

535 Duane Street  
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(630) 469-5000  
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Website: [www.glenellyn.org](http://www.glenellyn.org)

**Police Department**

535 Duane Street  
(630) 469-1187  
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**Public Works Department**

30 South Lambert Road  
(630) 469-6756  
Fax (630) 469-3128

May 21, 2004

Sent by FAX

Mr. Mike Vondra, Chairman  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642

Dear Mike:

Thanks for taking the time to talk yesterday. As I mentioned, one of the things that I have observed as a new Board member is a difficulty correlating agenda items with information to help form well-considered opinions. We receive many documents, but we sometimes lack a staff summary or important background information. One approach to this problem is to expand information presented on the agenda so that all of us can have the same basic understanding of the agenda item prior to our meeting and discussion. Attached is an example of one of our recent Village Board meeting agendas which not only reminds Village Board members of the items, but also makes it possible for citizens and media representatives to understand the items under discussion. This one happens to be rather extensive, but it illustrates how a public body can facilitate a smoother meeting for its members and the people it represents. It works for us. Perhaps other commissioners might have different approaches or formats.

Also, following a question by one of the commissioners the other night, staff briefly responded about priority of capital projects facing the Commission, and it seemed to me that we may be approaching significant design and construction projects backwards. I would request that we set an agenda item to discuss our priorities and update our five-year plan to make sure we address our most important needs first, particularly given our changing financial picture.

Thank you for your assistance in this matter.

Sincerely,

Gregory S. Mathews  
Village President  
GSM:cja X:\Admin\DWCVondraAgendaSuggestions.doc

cc: Robert Martin, General Manager, DuPage Water Commission

Attachment



# DuPage Water Commission

## MEMORANDUM

TO: Commissioners

FROM: Michael P. Vondra  
Chairman

DATE: June 4, 2004

SUBJECT: July and August 2004 Commission Meetings

As the result of the Commissioner polling (copy attached) the July 8<sup>th</sup> and August 12<sup>th</sup> Commission meetings will be rescheduled to morning meetings. The tentative schedule is Committee meetings at 8:00 AM and the Commission meetings at 9:00 AM. The Commission will provide a continental breakfast.

	July 8 <sup>th</sup> Attendance	August 12 <sup>th</sup> Attendance
Benson, Raymond	Evening; we should follow schedule	Evening; we should follow schedule
Chaplin, Elizabeth	Morning or evening fine	Morning or evening fine
Feltes, Tim	Morning better	Morning better
Ferraro, Ross	Morning or evening fine	Morning or evening fine
Hartwig, Larry	Out of town	Morning or evening fine
Mathews, Gregory	Morning or evening fine	Morning or evening fine
Mueller, William	Prefer evening but will attend morning	Prefer evening but will attend morning
Murphy, William	Morning or evening fine	Possible conflict
Poole, Allan	Morning or evening fine	Morning or evening fine
Vrdolyak, John	Morning or evening fine	Morning or evening fine
Wilcox, Greg		
Donald Zeilenga	Not able to make	Morning or evening fine
Vondra, Mike	Morning or evening fine	Morning or evening fine

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Chicago Dateline

Dining

Hollywood Update

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Columnists

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Health

Home &amp; Garden

Religion

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WebStreetCafe.com

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Pro / College Sports

Columnists

## Government Watch: A moving tribute to 'Cast Iron Dave'

Before starting Tuesday's DuPage County Forest Preserve District board meeting, President Dewey Pierotti paid tribute to a former employee known as "Cast Iron Dave." The sometimes stoic Pierotti crackled with emotion when he read aloud a letter from Dave Lambert, an assistant sector supervisor for the district who died May 17. He was touched that Lambert, 33, of Villa Park would take time to write his co-workers three days before his death. In the letter, Lambert thanked his co-workers for their support as he grew ill and thanked them for his opportunity in the district. "I had hoped to be around much longer to learn more about the district and all it has to provide and to provide something back to my district family," Lambert wrote. His moniker came from his expertise at cast-iron cooking. Tim Curtin, deputy director of administration, said Lambert would hold outdoor cooking classes where he would make corn bread, jambalaya and other foods.

Lambert's death shook many district employees. Curtin, Pierotti and others attended Lambert's funeral May 20 in Belvidere.

After reading the letter, Pierotti requested a moment of silence.

"He's a great individual and I'm certain the district will miss a person of his caliber," he said before getting into the district's business.

— *Kristophere' Owens*

### According to Jim, we agree

You may have read local DuPage County Board member Jim Healy's comments in a story and editorial earlier this week about why he voted for pay raises for County Board members this time around — because they need decent compensation for the work they do.

The Sun's editorial board argued people should serve on public boards for the love of community service, not for the money. Healy couldn't agree more.

So we are on the same page. But here's more from that conversation that didn't make it into the paper.

Healy noted those other boards hold their meetings at night so they don't conflict with normal business hours. The County Board can't meet at night or it would conflict with local meetings. So some County Board members lose part of their daytime pay to do county

WEDNESDAY

JUNE 2, 2004

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### Quick Poll

•VOTE: How high will gas prices per gallon have to go before you change your driving habits?

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business.

Additionally, some companies, like County Board member Tom Bennington's Chicago law firm, consider County Board business trips as time off and take them out of the official's vacation days.

Considering the strange hours, Healy said he has to keep reminding his wife why he does this. He said it's because he loves a challenge and loves to make an impact on almost 1 million people at a time.

"Unless you tell the human side," he said, "it looks like, 'Oh, the pigs are giving themselves another raise.'"

— *Katie Foutz*

**No means no**

Zoning ordinances posed to the DuPage County Board must now be stated in the positive, the state's attorney's office recently decided. Before Tuesday, board members could vote on a motion to deny petitions for development zoning issues if the Zoning Board of Appeals had recommended denying it. Understandably, County Board members often took time before voting to clarify what a "yes" vote or a "no" vote would mean. Development Committee Chairwoman Kyle Gilgis, R-Downers Grove, told fellow board members that now those ordinances have to appear on the agenda as motions to approve. County Board member Irene Stone, R-Lombard, stood to object. She said the change makes the voting process more confusing. Seriously? Voting yes to approve and no to disapprove is more confusing than voting yes to deny and no to, uh, not deny?

This way, no means no. If only everything in politics were that straightforward.

— *K.F.*

**Drowning in work**

The DuPage Water Commission spent much of its meeting this month figuring out where they were in parliamentary procedure.

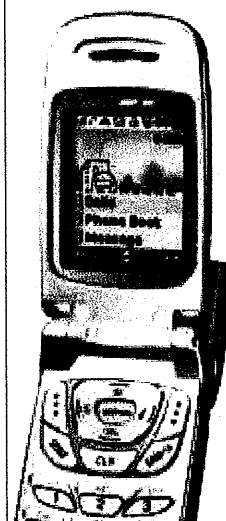
Chairman Mike Vondra moved to table several items on the agenda, got out of order asking for discussion, raised points of order, waffled between roll calls and voice votes and lost track of whether agenda items were on the floor or on the table.

The commission's new recording secretary, taking down minutes and votes at her first board meeting, tried to keep up. Several hours into the meeting, general manager Robert Martin let his exasperation show.

"She's going to quit tomorrow," he said. "I'm trying to retain staff here."

It turns out she kept her head above water. She showed up to work the next day.

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