



# DuPage Water Commission

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

**NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED OCTOBER 2010 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 7:00 P.M. ON THURSDAY, OCTOBER 14, 2010, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE RESCHEDULED OCTOBER 2010 REGULAR MEETING IS AS FOLLOWS:**

## AGENDA

### DUPAGE WATER COMMISSION

**THURSDAY, OCTOBER 14, 2010  
7:00 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call  
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
  - A. Special Meeting of September 9, 2010  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Minutes of the September 9, 2010 Special Meeting of the DuPage Water Commission (Voice Vote).**

- B. Executive Session of September 9, 2010  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To approve the Executive Session Minutes of the September 9, 2010 Special Meeting of the DuPage Water Commission (Voice Vote).**

- C. Regular Meeting of September 9, 2010  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

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

**RECOMMENDED MOTION: To approve the Minutes of the September 9, 2010 Regular Meeting of the DuPage Water Commission (Voice Vote).**

V. Treasurer's Report – September 2010

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

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

VI. Committee Reports

A. Administration Committee

- Meeting Cancelled

B. Engineering & Construction Committee

- Meeting Cancelled

C. Finance Committee

- Meeting Cancelled

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-41-10: A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial Services

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

B. Resolution No. R-42-10: A Resolution Releasing Certain Executive Session Meeting Minutes at the October 14, 2010, DuPage Water Commission Meeting

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

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

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

A. Resolution No. R-43-10: A Resolution Approving and Authorizing the Execution of a Master Contract with Camp Dresser & McKee Inc. for Professional Engineering Services

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

B. Resolution No. R-44-10: A Resolution Approving and Ratifying Certain Contract MS-17/10 Change Orders at the October 14, 2010, DuPage Water Commission Meeting

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

C. Resolution No. R-45-10: A Resolution Approving and Ratifying Certain Contract PSC-5/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting

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

D. Resolution No. R-46-10: A Resolution Approving and Ratifying Certain Contract PSC-4/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting

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

E. Resolution No. R-47-10: A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting

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

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

X. Old Business

- Recommendations From Ad Hoc Committee

XI. New Business

A. Purchase Order No. 12419 in the amount of \$4,290.00, to Acres Group

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

**RECOMMENDED MOTION: To approve Purchase Order No. 12419 in the amount of \$4,290.00 to Acres Group (Roll Call).**

B. Crane Inspection Services

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

**RECOMMENDED MOTION: To approve Purchase Order No. XXX in the amount of \$XX to XX (Roll Call).**

C. Property and Liability Insurance

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

**RECOMMENDED MOTION:** To purchase property and liability insurance coverage, for a total premium of \$453,942.00, as proposed by Arthur J. Gallagher & Co. and outlined by Nugent Consulting Group (Roll Call).

**XII. Accounts Payable**

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

**RECOMMENDED MOTION:** To approve the Accounts Payable in the amount of \$6,822,075.39, subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

**RECOMMENDED MOTION:** To approve the Accounts Payable in the amount of \$870,475.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

**XIII. Executive Session**

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

**RECOMMENDED MOTION:** To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).

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

**XIV. General Manager Appointment**

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

**XV. Adjournment**

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

**MINUTES OF A SPECIAL MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY, SEPTEMBER 9, 2010  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Vice Chairman Mueller at 5:05 P.M.

Commissioners in attendance: T. Bennington (arrived at 5:32 P.M.), T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio (arrived at 5:34 P.M.), W. Murphy, F. Saverino, P. Suess, J. Zay (arrived at 5:20 P.M.), D. Zeilenga, and W. Mueller

Commissioners Absent: L. Rathje

Also in attendance: T. McGhee, M. Crowley, and C. Johnson

**EXECUTIVE SESSION**

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

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

Nays: None

Absent: T. Bennington, W. Maio, J. Zay, and L. Rathje

The Board went into Executive Session at 5:07 P.M.

Staff left the meeting at 5:15 P.M.

Commissioner Zay arrived at 5:20 P.M.

Commissioner Bennington arrived at 5:32 P.M.

Commissioner Maio arrived at 5:34 P.M.

Commissioner Zay moved to come out of Executive Session at 7:44 P.M. Seconded by Commissioner Furstenau and unanimously approved by a Voice Vote.

Commissioner Maio moved to adjourn the meeting at 7:45 P.M. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A MEETING OF THE  
DuPAGE WATER COMMISSION  
HELD ON THURSDAY SEPTEMBER 9, 2010  
600 E. BUTTERFIELD ROAD  
ELMHURST, ILLINOIS**

The meeting was called to order by Vice-Chairman Mueller at 7:55 P.M.

Commissioners in attendance: T. Bennington, T. Elliott, R. Furstenau, L. Hartwig, J. Loper, W. Maio, W. Mueller, W. Murphy, F. Saverino, P. Suess, J. Zay, and D. Zeilenga

Commissioners Absent: L. Rathje

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

**PUBLIC COMMENTS**

None

**APPROVAL OF MINUTES**

Commissioner Elliott moved to approve the Minutes of the August 12, 2010 Special Committee of the Whole Meeting of the DuPage Water Commission. Seconded by Commissioner Loper.

Commissioner Bennington moved to amend the motion to approve the Minutes of the August 12, 2010 Special Committee of the Whole Meeting of the DuPage Water Commission to include the approval of the Minutes of the August 12, 2010 Regular Meeting, the Executive Session Minutes of the August 12, 2010 Regular Meeting, the Minutes of the August 18, 2010 Special Meeting, the Executive Session Minutes of the August 18, 2010 Special Meeting, the Minutes of the August 26, 2010 Special Meeting, and the Executive Session Minutes of the August 26, 2010 Special Meeting of the DuPage Water Commission. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

At which point, the amended motion to approve the Minutes of the August 12, 2010 Special Committee of the Whole Meeting, the Minutes of the August 12, 2010 Regular Meeting, the Executive Session Minutes of the August 12, 2010 Regular Meeting, the Minutes of the August 18, 2010 Special Meeting, the Executive Session Minutes of the August 18, 2010 Special Meeting, the Minutes of the August 26, 2010 Special Meeting, and the Executive Session Minutes of the August 26, 2010 Special Meeting of the DuPage Water Commission was unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**TREASURER'S REPORT**

Treasurer/Commissioner Zeilenga presented the August 2010 Treasurer's Report, which consisted of three pages designated Reports A, B, and C. With respect to Report A, Treasurer/Commissioner Zeilenga highlighted the water sales monthly operating cash flow, noting the two month lag was due to the water rate increase for the new fiscal year and adding that the Board may want to consider changing the regular scheduled water rate increase from May 1 to March 1. Treasurer/Commissioner Zeilenga also noted that construction costs were excluded from Report A but shown on Report B because outstanding construction costs were being paid from the proceeds of the Certificates of Debt.

After Treasurer/Commissioner Zeilenga summarized Report B, which showed cash positions against Commission bond ordinance and policy requirements, Treasurer/Commissioner Zeilenga highlighted Row A of Table 1 on Report B, noting that even though the contingency was approximately \$11MM more than the \$13MM required, \$7MM was needed to complete ongoing construction projects. Treasurer/Commissioner Zeilenga also highlighted Rows C, D, and E of Table 1 on Report B, noting that all reserve accounts were fully funded and totaled approximately \$31MM and, with respect to Table 2 on Report B, Treasurer/Commissioner Zeilenga reported that the Commission's monthly bond funds cash status showed that the final payment on the \$13MM General Obligation Bonds would be made in 2011. Treasurer/Commissioner Zeilenga also reported that Report B could be rolled into Report A once ongoing construction projects had been completed.

Treasurer/Commissioner Zeilenga concluded his presentation by stating that as of August 31<sup>st</sup>, as shown on Report B, the Commission had approximately \$4.5MM more than required by Commission bond ordinances and policy and identifying how the Reports reconcile to each other (the "Total Expenses on Report C" Row on Report A reconciles to the "Total Expenses" on Report C; and the "Total Month End Funds Cash Balance – Table 1+2" Row on Report B reconciles to the "Total Funds" on Report C)

With respect to Report A and, specifically, water supply purchases, Commissioner Suess questioned the significant increase in total water purchases (\$5.8MM in August versus \$4.8MM in July). Former Financial Administrator Skiba noted that July water sales were substantially more than June and, therefore, water purchases were greater. As a point of information, Former Financial Administrator Skiba reminded the Board that the payments for each month's water purchases are made in the following month (one month lag).

Commissioner Elliott referred to the bottom of Report A and, specifically, the Total Accounting Water Revenue (no-lag) versus Total Accounting Chicago Water Purchases (no-lag), and asked how the billing is calculated. Former Financial Administrator Skiba explained that the billing is calculated by taking the quantity of water delivered to a customer as measured by the Commission's meter and multiplying it by the O&M water rate. With regard to water purchases, Former Financial Administrator Skiba noted that quantity of water delivered to the Commission, as measured by the City's meter, is

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multiplied by the City's water rate and submitted to the Commission for payment. As a further point of information, Former Financial Administrator Skiba reminded the Board that quantities can vary from month to month as meter readings have a +/- 2% accuracy tolerance.

Commissioner Furstenau moved to accept the August 2010 Treasurer's Report. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

### FINANCIAL REPORT

Former Financial Administrator Skiba reported that:

- During August, \$2.0 million of debt certificate proceeds were used to fund on-going construction projects and water purchased from Chicago was paid from operating revenues with no adverse effect on required bond reserves.
- Water sales to Commission customers for August were 63.9 million gallons (2.2%) less than August 2009 and, through the first four months of the fiscal year, water sales were 66.3 million gallons (0.6%) less than the same period last fiscal year.
- August sales tax collections (May sales) were \$57,700 (2.3%) more than the same period last fiscal year, with the \$9.6 million year-to-date sales tax collections \$474,000 (5.2%) more than last fiscal year.
- The Operations and Maintenance Account was fully funded as of August 31, 2010, the Operations and Maintenance Reserve Account and the Depreciation Account were over funded, and an additional \$1.3 million was transferred to the General Account of the Water Fund for a balance of \$4.9 million.
- While the revenue bond account requirements have been met, the Water Fund had an unrestricted deficit of \$12.5 million due to the amount of debt certificate proceeds that had been used to fund operations.
- The uncommitted Sales Tax balance at August 31, 2010 was \$9.6 million.
- The remaining construction obligations for uncompleted work at August 31, 2010 were \$6.9 million.

Former Financial Administrator Skiba concluded his report by stating that cash flow looked very good and that no additional borrowing should be needed other than extending the terms of the outstanding certificates of debt.

At the request of Commissioner Bennington, Vice-Chairman Mueller changed the order of business at the meeting to move the discussion on refinancing the \$30MM Certificate of Debt to New Business.



**COMMITTEE REPORTS**

**Administration Committee**

Meeting Canceled

**Engineering & Construction Committee**

Meeting Canceled

**Finance Committee**

Meeting Canceled

**CHAIRMAN'S REPORT**

None

**MAJORITY OMNIBUS VOTE AGENDA**

None

**SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA**

After Acting General Manager McGhee explained that Resolution No. R-38-10 would authorize the advertisement for bids on Contract QRE-5/10 for quick response electrical work through December 31, 2012; Resolution No. R-39-10 would authorize Work Authorization Order No. 22 for Martam Construction Incorporated to adjust certain blow off valves and Work Authorization Order No. 23 for Rossi Contractors, Inc. to adjust a sump pump discharge pipe to mitigate freezing in winter months; and Resolution No. R-40-10 would authorize the advertisement for bids on a contract for the removal, shop repair, and reinstallation of the Commission's 800 HP High Lift Pump Motor #5, Commissioner Bennington moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Loper and unanimously approved by a Roll Call Vote:

**Super/Special Majority Omnibus Vote**

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

Nays: None

Absent: L. Rathje

Item 1: Resolution No. R-38-10: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-5/10)—  
"Super/Special Majority Omnibus Vote"

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- Item 2: Resolution No. R-39-10: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the September 9, 2010, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"
- Item 3: Resolution No. R-40-10: A Resolution Directing Advertisement for Bids on a Contract for High Lift Pump Motor Re-Build—"Super/Special Majority Omnibus Vote"

### OLD BUSINESS

#### **Recommendations From Ad Hoc Committee**

Commissioner Murphy reported that there was nothing new to discuss.

### NEW BUSINESS

#### **Updated 15 Year Financial Model**

Treasurer/Commissioner Zeilenga referred to the Long Term Planning Worksheets Model 1 and Model 2 that he prepared and distributed to the Board, noting that both worksheets were available through Former Financial Administrator Skiba for further modeling based upon any assumptions desired by the Commissioners.

With regard to Model 1, Treasurer/Commissioner Zeilenga highlighted the Key Assumptions at the bottom of the printout, noting a proposed one-time 25% water rate increase in 2012 to help offset the loss of approximately \$28MM in annual sales tax collections beginning in 2016—the Sales Tax Offset Rate Increase. Treasurer/Commissioner Zeilenga added that in both of the Models, the proposed Sales Tax Offset Rate Increase would be in addition to the annual estimated 5% water rate increase—the Chicago Pass Through Increase—and final payments on both the \$30MM and \$40MM Certificates of Debt will have been made by the year 2017 unless the Commission is able to pay off the loans early.

With respect to Model 2, Treasurer/Commissioner Zeilenga advised that Model 2 is basically the same as Model 1 with the exception of the Sales Tax Offset Rate Increase. Instead of one large increase, Model 2 show the effect of dividing the Sales Tax Offset Rate Increase into two separate years—one being an increase of 15% in 2012 and another being an increase of 10% in 2017.

Commissioner Furstenau confirmed with Treasurer/Commissioner Zeilenga that under Model 1, the Commission could pay off some of the Certificates of Debt early.

Commissioner Loper questioned why the cost of water operations remained the same throughout the 15-year projection in both Models. Treasurer/Commissioner Zeilenga responded that while technically cost of operations would increase by approximately 2%-3% from year to year, it was easier to increase the contingencies for purposes of modeling various scenarios. Commissioner Loper then asked for the differences

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between Water Operations, Personnel Operating Budget, and Operating Support. Acting General Manager McGhee explained that Water Operations relates to the cost of water purchased from the City of Chicago, which includes the repairs and maintenance of the Commission's facilities and a portion of the City of Chicago's facilities; the Personnel Operation Budget relates to employee salaries, payroll taxes, employee benefits, and some professional development; and Operating Support consists of utilities, the new generator facilities, and the supplies necessary to operate the DuPage Pumping Station.

At which point, Commissioner Suess cautioned that adequate cash resources needed to be maintained and available for system-related issues and asked for a general rule of thumb as to the amount needed for a contingency reserve. Treasurer/Commissioner Zeilenga referred to the Operating Cash Contingency in Table 1 of Report B of the Treasurer's Report and noted that the Commission maintains a two month operating reserve (\$13MM) which the Board deemed sufficient for unexpected system repairs or infrastructure projects that may arise.

Commissioner Zay questioned whether the large water rate increase of 25% was solely based on legislation passed by Senator Cronin that would eliminate the Commission's sales tax authority in 2016 (absent referendum approval) or if there were other factors involved. Treasurer/Commissioner Zeilenga responded that at least half of the 25% rate increase was due to the elimination of the Commission's sales taxes, with the remainder due to the two outstanding short-term loans.

Commissioner Hartwig commented that the sales tax could be reinstated by referendum and suggested providing a copy of both Models to the customers and let them decide.

Commissioner Maio confirmed that Former Financial Administrator Skiba had worksheets for both Models which could be immediately updated as circumstances warrant.

### **Refinancing of \$30MM Certificate of Debt**

At 8:25 P.M., and to avoid possible or perceived conflicts of interest, Commissioner Mueller left the meeting because he maintains certain bank accounts with West Suburban Bank, asking that Commissioner Murphy Chair the meeting during his brief absence, and Commissioner Bennington left the meeting because West Suburban Bank and US Bank are clients of his law firm, noting that he would not be returning to the meeting.

Acting General Manager McGhee reported that he and Former Financial Administrator Skiba met with West Suburban Bank to negotiate an extension of the \$30MM Certificate of Debt and the Bank had offered an interest rate of 2.50% which is .75 below the prime interest rate. Acting General Manager McGhee further reported that West Suburban Bank had also offered, if the Board desired, to establish an automatic extension mechanism whereby the rate is re-set annually at an interest rate of .75 below the then prime interest rate each year until 2015, with the Commission having the option to

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prepay in whole at any time and without penalty or prepay in part at the annual extension without penalty. Acting General Manager McGhee noted that he spoke to both Chairman Rathje and Treasurer/Commissioner Zeilenga and both were in favor of the automatic extension offer.

Commissioner Maio moved to authorize staff to draft an ordinance amendment for consideration by the Board to extend the \$30MM Certificate of Debt issued to West Suburban Bank for a period of up to five years. Seconded by Commissioner Loper.

Commissioner Loper questioned what the interest rate would be if both Certificates of Debt, totaling \$70MM, were combined into one longer term loan or if the interest rate was fixed on the five year extension of the \$30MM Certificate of Debt. Acting General Manager McGhee noted that West Suburban Bank could not accommodate a \$70MM loan as they were capped at \$30MM. Acting General Manager McGhee added, however, that in talking with Harris Bank and Northern Trust Bank, both of those Banks had indicated that they could refinance the entire \$70MM Certificate of Debt, but neither Bank had provided a definitive interest rate. Acting General Manager McGhee noted that he would contact those Banks for a definitive interest rate and contact West Suburban Bank for a fixed interest rate and report back.

Treasurer/Commissioner Zeilenga reminded the Board of the quick response made by West Suburban Bank when the Commission was in dire straits, noting that they are a community bank and the Commission should be supporting the community.

Commissioner Suess questioned the rationale behind the higher interest rate of 2.5%, noting that today's market is no less favorable then it was one year ago. After Treasurer/Commissioner Zeilenga offered Commissioner Suess the opportunity to speak directly with West Suburban Bank, the motion was unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: T. Bennington, W. Mueller, and L. Rathje

### **US Bank – Replacement of Lost Bonds**

Vice-Chairman Mueller returned to the meeting at 8:45 P.M.

Staff Attorney Crowley explained that the successor Bond Trustee for the Commission's \$13MM in General Obligation Bonds outstanding had recently advised staff that the sole remaining Bond outstanding had been lost somehow and that the Bond Trustee was requesting, on behalf of the registered owner of the lost Bond, that the lost Bond be replaced and that the Commission waive any conflict of interest and consent to the Bond Trustee retaining Chapman and Cutler to prepare the replacement Bond. Staff Attorney Crowley advised that even though she had no concerns with respect to the

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waiver and consent request, she did have concerns with respect to the Bond replacement request. Staff Attorney Crowley noted, for example, that no explanation had been provided as to how the Bond was lost, what steps had been taken to verify its loss, how the predecessor Bond Trustee obtained custody of the lost Bond, or how the Bond Trustee was authorized to make the requests, or receive a replacement Bond, on behalf of the registered owner of the lost Bond.

After Commissioner Furstenau expressed concerns with taking action based on very little information, Commissioner Furstenau moved to table consideration of the Bond replacement and conflict waiver request for thirty (30) days until additional detailed information could be provided. Seconded by Commissioner Elliott and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington and L. Rathje

Finance Committee Chairman/Commissioner Zay voiced his concern with not receiving all financial related agenda items for review prior to distribution to the other Commissioners. Treasurer/Commissioner Zeilenga apologized, noting he was not aware that Commissioner Zay had been appointed Chairman of the Finance Committee. Finance Committee Chairman/Commissioner Zay also voiced his concern with the lack of Finance Committee meetings and the lack of paperwork to evidence his check signing and wire transfer authority.

### ACCOUNTS PAYABLE

Commissioner Murphy moved to approve the Accounts Payable in the amount of \$7,303,581.04, subject to submission of all contractually required documentation, for invoices that have been received. Seconded by Commissioner Elliott.

Commissioner Furstenau questioned the need to place invoices pertaining to attorney services in a confidential envelope, noting that the public has a right to see what the invoices are for. Commissioner Elliott responded that although the amount of the invoice was not confidential and was included on the Accounts Payable, the detailed description of the services provided was confidential and making this information available to the public could waive attorney/client privilege and work product protection. Commissioner Elliott then suggested creating a publicly available document that would identify the number of hours worked and the hourly rate charged by each attorney and paralegal working on Commission matters.

Without further discussion, the motion was unanimously approved by a Roll Call Vote:

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

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Nays: None

Absent: T. Bennington and L. Rathje

Commissioner Murphy moved to approve the Accounts Payable in the amount of \$554,850.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: T. Bennington and L. Rathje

**EXECUTIVE SESSION**

None

**GENERAL MANAGER APPOINTMENT**

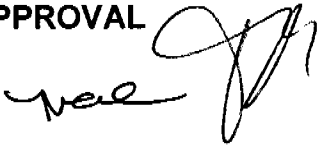
None

Commissioner Maio moved to adjourn the meeting at 8:55 P.M. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial Services  Resolution No. R-41-10	<b>APPROVAL</b> 	
<p>Account Number: 60-6280</p> <p>The Commission needs to be in compliance with pronouncements from the Governmental Accounting Standards Board (GASB). Two pronouncements dealing with postretirement healthcare plans require actuarial valuations and disclosures. Mr. Sharpe has proposed to complete these valuations and disclosures at a cost not to exceed \$1,500.00. Mr. Sharpe has provided these services to the Commission in the past. Resolution No. R-41-10 would accept and approve the proposal of Mr. Sharpe.</p>			
<b>MOTION:</b> To adopt Resolution No. R-41-10			

**DRAFT**

DUPAGE WATER COMMISSION

RESOLUTION NO. R-41-10

A RESOLUTION ACCEPTING THE PROPOSAL OF  
TIMOTHY W. SHARPE FOR ACTUARIAL SERVICES

WHEREAS, the Commission's accounting records need to be in compliance with Governmental Accounting Standards Board pronouncements;

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

SECTION ONE: The DuPage Water Commission hereby accepts the proposal of Timothy W. Sharpe to provide actuarial services for the Commission's postretirement health care plan at a total cost not to exceed \$1,500.00.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



## Rick Skiba


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**From:** TWSActuary@aol.com  
**Sent:** Monday, September 13, 2010 2:16 PM  
**To:** Rick Skiba  
**Subject:** Dupage Water GASB 45  
**Attachments:** DuPage Water Commission GASB 45 050108.pdf

Rick, attached is a copy of the 2008 GASB 45 Disclosure. The fee for completing the 2010 disclosure would remain the same as before, \$1,500. Tim

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Releasing Certain Executive Session Meeting Minutes at the October 14, 2010, DuPage Water Commission Meeting  Resolution No. R-42-10	<b>APPROVAL</b>	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public. Staff recommends that the minutes of the closed meeting of May 13, 2004 First Session, October 8, 2009, November 12, 2009, December 10, 2009, December 17, 2009 Special Meeting, January 14, 2010 First and Second Sessions, February 11, 2010, March 11, 2010 First and Second Sessions, April 8, 2010 Special Meeting, June 10, 2010 Second Session, August 18, 2010 Special Meeting, August 26, 2010 Special Meeting, and September 9, 2010 Special Meeting be released to the public because, in staff's view, they no longer contain information requiring confidential treatment (<b>see copies attached to Schedule B Memorandum in the Confidential/Executive Session envelope</b>). It is also staff's recommendation that the minutes of all of the other closed meetings of the Board that have not been previously released to public should not be released to the public because they continue to contain information requiring confidential treatment (<b>see copies attached to Schedule A Memorandum in the Confidential/Executive Session envelope</b>).</p>			
<b>MOTION:</b> To adopt Resolution No. R-42-10.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-42-10

**A RESOLUTION RELEASING CERTAIN  
EXECUTIVE SESSION MEETING MINUTES AT THE  
OCTOBER 14, 2010, DuPAGE WATER COMMISSION MEETING**

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the "Act"); and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on October 14, 2010, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as to the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission further determined that the minutes of the closed session meetings set forth in Schedule B attached hereto and by this reference incorporated herein and made a part hereof no longer require confidential treatment and should be made available for public inspection;

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

Resolution No. R-42-10

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Release. The minutes of the closed session meetings set forth in Schedule B attached hereto shall be and they hereby are released.

SECTION THREE: Inspection and Copying. The Clerk shall be and hereby is authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Resolution No. R-42-10

**SCHEDULE A**

November 23, 2009  
Special Meeting

March 25, 2010  
Special Meeting

April 15, 2010

May 13, 2010

June 10, 2010  
First Session

July 14, 2010  
Special Meeting

August 12, 2010

**SCHEDULE B**

May 13, 2004  
First Session

October 8, 2009

November 12, 2009

December 10, 2009

December 17, 2009  
Special Meeting

January 14, 2010  
First Session

January 14, 2010  
Second Session

February 11, 2010

March 11, 2010  
First Session

March 11, 2010  
Second Session

April 8, 2010  
Special Meeting

June 10, 2010  
Second Session

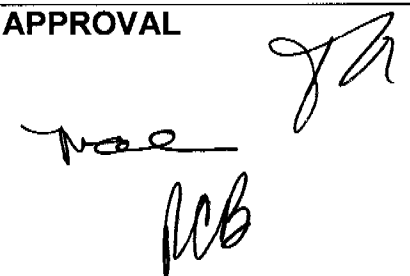
August 18, 2010  
Special Meeting

August 26, 2010  
Special Meeting

September 9, 2010  
Special Meeting

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of a Master Contract with Camp Dresser & McKee Inc. for Professional Engineering Services  Resolution No. R-43-10	<b>APPROVAL</b>	
Account Number: 01-60-7220			
<p>Resolution No. R-43-10 would approve a master contract with Camp Dresser &amp; McKee Inc. (CDM) 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-43-10 would also approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 1: Indeterminate Engineering Assistance</b></p> <p>Task Order No. 1 is for indeterminate engineering assistance services as may be assigned by the General Manager and confirmed by an authorized officer of CDM at a cost not-to-exceed \$20,000.00 per assignment. There may be times when the Commission's Staff will need the immediate assistance of a professional consultant in connection with medium and low voltage electrical systems, pumping operations, water treatment techniques, and other tasks. CDM, working with the Commission on ongoing projects, has significant expertise and knowledge concerning Commission systems which would prove beneficial.</p>			
<b>MOTION:</b> To adopt Resolution No. R-43-10.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-43-10

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MASTER CONTRACT WITH CAMP DRESSER & McKEE INC.  
FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and Camp Dresser & McKee Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"), desires 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; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and 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 Consultant; and

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desires to provide under the master contract, indeterminate engineering assistance services as may be assigned by the General Manager and



confirmed by an authorized officer of Consultant at a cost not-to-exceed \$20,000.00 per assignment;

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: A Master Contract between the DuPage Water Commission and Camp Dresser & McKee Inc. for Professional Engineering Services, 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 Acting General Manager of the Commission, shall be and it hereby is approved and the Acting General Manager shall be and hereby is authorized and directed to execute the Master Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the Acting General Manager; provided, however, that the Master Contract shall not be so executed on behalf of the Commission unless and until the Acting General Manager shall have been presented with copies of the Master Contract executed by Camp Dresser & McKee Inc.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 1 to the Master Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2, with such modifications as may be required or approved by the Acting General Manager, shall be and it hereby is approved and the

Acting General Manager shall be and hereby is authorized and directed to execute Task Order No. 1 to the Master Contract in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the Acting General Manager; provided, however, that Task Order No. 1 to the Master Contract shall not be so executed on behalf of the Commission unless and until the Acting General Manager shall have been presented with copies of Task Order No. 1 executed by Camp Dresser & McKee Inc. Upon execution by the Acting General Manager, Task Order No. 1 to the Master Contract, and all things provided for therein, 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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1

**MASTER CONTRACT BETWEEN  
DUPAGE WATER COMMISSION  
AND  
CAMP DRESSER & MCKEE INC.  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN  
 DuPAGE WATER COMMISSION  
 AND  
 CAMP DRESSER & McKEE INC.  
 FOR  
 PROFESSIONAL ENGINEERING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**CAMP DRESSER & McKEE INC.**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Camp Dresser & McKee Inc., 125 South Wacker Drive, Suite 600, Chicago, Illinois, 60606, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"), make this Contract as of the 14<sup>th</sup> day of October, 2010, and hereby agree as follows:

**ARTICLE I**  
**THE SERVICES**

**1.1 Performance of the Services**

A. Consultant's Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Tasks Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

## **1.2 Commencement and Completion Dates**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

## **1.3 Required Submittals**

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such Project or otherwise required to be submitted by Consultant under this Contract and



shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services for such Project ("Required Submittals").

B. Time of Submission and Owner's Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's reasonable opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract.

#### **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

#### **1.5 Financial and Technical Ability to Perform**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

## **1.6 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

## **1.7 Consultant's Personnel and Subcontractors**

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination, except for voluntary terminations by employees, and no such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant, and every subcontract

shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such removal or replacement.

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be solely and completely responsible for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition:

1. Consultant shall employ or hire a competent safety representative or subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise, and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. Consultant shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Owner shall not be responsible for conditions on or in the vicinity of Owner's facilities and appurtenances, nor for the safety of persons or property, during the performance of the Services.
2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard

employees; excavations requiring, among other things, safe means of egress and protection from cave-ins, fall-ins, hazardous atmospheres, hazardous substances, and other hazardous conditions; and confined or enclosed spaces that are subject to the accumulation of hazardous substances or toxic or flammable contaminants or that have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress. Consultant should take special notice of the potentially hazardous conditions identified in this paragraph and take all necessary precautions to guard against such potential hazards, including without limitation conducting employee safety training and education, posting warnings and instructions, testing and inspecting, and utilizing adequate protective and emergency systems, equipment, and devices, in as much safety remains Consultant's sole responsibility under this Contract. Consultant is directed to the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, including without limitation Occupational Safety & Health Standards and Construction Industry Safety & Health Regulations as outlined in Parts 1910 and 1926 of U.S. Dept. of Labor Chapter XVII - Occupational Safety and Health Administration, Title 29, and U.S. Dept. of Labor Document OSHA 2202 "OSHA Safety and Health Standards Digest," ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations for a further description of these potentially hazardous conditions and the regulations applicable thereto.

3. Consultant is being notified of these potentially hazardous conditions so that Consultant may independently assess the potentially hazardous conditions and take the necessary precautions to ensure a safe workplace pursuant to this Contract and Consultant's legal obligations. Owner's notification of these potentially hazardous conditions should not be construed to be, nor interpreted as, an exclusive listing of the potentially hazardous conditions that could be encountered during the performance of the Services but, rather, such notice shall be construed to be, and interpreted as, exemplary only. Owner's notification of these potentially hazardous conditions should not be construed or interpreted as waiving Consultant's sole and complete responsibility for its workplace conditions on or in the vicinity of Owner's facilities and appurtenances or for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances, including the safety of all persons and property during performance of the Services. This notification of potentially

hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.

## **1.8 Owner's Responsibilities**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract. Information as to the location of Owner's existing facilities and data and recommendations received from other consultants have been indicated or provided solely for the convenience of Consultant. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed.

## **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective

date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II CHANGES AND DELAYS**

### **2.1 Changes**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause and an equitable adjustment in the Contract Price for such Task Order. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If

Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Unless Consultant submits such a request within ten business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

### **ARTICLE III** **CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

#### **3.1 Warranty of Services**

A. Scope of Warranty. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant warrants that the Services and all of its components shall be free from material defects and flaws in design; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in the Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does

not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

### **3.2 Corrections**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet warranty.

### **3.3 Risk of Loss**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors or omissions, negligent acts, or failure to meet warranty. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Insurance**

A. Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:



(a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:

(a) Each Occurrence: \$1,000,000

(b) General Aggregate: \$2,000,000

(c) Completed Operations Aggregate: \$2,000,000

(d) Personal Injury: \$1,000,000

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

4. Professional Liability Insurance. With a limit of liability of not less than \$5,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of this Contract and each Task Order issued pursuant to this Contract.

5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary

policy, the excess or umbrella policy becomes effective to cover such loss.

6. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial Motor Vehicle Liability

Commercial General Liability

Each such additional Insured endorsement shall identify Owner as follows: The DuPage Water Commission, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

#### **4.2 Indemnification**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

#### **5.2 Taxes, Benefits and Royalties**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

### **5.3 Progress Payments**

A. Payment in Installments. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

### **5.4 Final Acceptance and Final Payment**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular

phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

## **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

## **5.6 Accounting**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## **ARTICLE VI** **REMEDIES**

### **6.1 Owner's Remedies**

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project.
4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover direct damages suffered by Owner.

## **6.2 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship of the Parties**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

### **7.3 No Collusion/Prohibited Interests**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E 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.

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever,

in the Services is 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 neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

#### **7.5 Confidential Information**

For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

#### **7.6 Security**

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. Background Investigations. Consultant personnel, including subcontractor personnel, that (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.



## **7.7 No Waiver**

For each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

## **7.8 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

## **7.9 Notices**

All notices required or permitted to be given under this Contract 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 Owner shall be addressed to, and delivered at, the following address:

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

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

Camp Dresser & McKee Inc.  
125 South Wacker Drive  
Suite 600  
Chicago, Illinois 60606  
Attention: Elizabeth G. Fujikawa, P.E.

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 7.9 Owner and Consultant 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 or addressee shall be effective until actually received.

#### **7.10 Governing Laws**

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.11 Changes in Laws**

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.12 Compliance with Laws and Grants**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

Consultant 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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

### **7.13 Documents**

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due under such Task Order, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract or any Task Order issued pursuant to this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

### **7.14 Time**

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

### **7.15 Severability**

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract 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 or such Task Order shall be in any way affected thereby.

### **7.16 Entire Agreement**

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no

other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

**7.17 Amendments**

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

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**DUPAGE WATER COMMISSION**

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

By: \_\_\_\_\_  
Terry McGhee  
Acting General Manager

Attest/Witness:

**CAMP DRESSER & MCKEE INC.**

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

By: \_\_\_\_\_  
**[NAME OF CONSULTANT'S  
EXECUTING OFFICER]**

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

Title: \_\_\_\_\_  
**[TITLE OF CONSULTANT'S  
EXECUTING OFFICER]**

## ATTACHMENT A

### **DESCRIPTION OF BASIC SERVICES**

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to the Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
  - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
  - c. Provide economic analysis of various alternatives.
  - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.
  
2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Determine the general scope, extent and character the Project.
  - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
  - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
  - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
  - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
  - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.
  
4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
  - b. Issue addenda as appropriate and approved by Owner.
  - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
  - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
  - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
- a. Furnish advice and consulting services during the construction period.
  - b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
  - c. Consult and advise on the interpretation of the construction contracts.
  - d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
  - e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
  - f. Review contractors' breakdown of cost, material quantities and scheduling.
  - g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
  - h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
  - i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
  - j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
  - k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
  - m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.
- 6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
  - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
  - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.



ATTACHMENT B

**FORM OF TASK ORDER**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Camp Dresser & McKee Inc. ("Consultant") for Professional Engineering Services dated as of the 14<sup>th</sup> day of October (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

\_\_\_\_\_ days following execution of this Task Order by Owner.

\_\_\_\_\_ days following issuance of Notice to Proceed by Owner.

\_\_\_\_\_, 200\_\_.

5. **Completion Date:**

***For use with single phase projects or multiple phase projects with single completion date:***

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

\_\_\_\_\_, 200\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

***For use with multiple phase projects with separate completion dates:***

A. Study and Report Phase: \_\_\_\_\_ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Final Design Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

D. Bidding or Negotiating Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

E. Construction Phase: \_\_\_\_\_ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

G. \_\_\_\_\_ Phase: \_\_\_\_\_ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

**BILLING RATE TASK ORDER**

***For use with single phase projects or multiple phase projects with single not to exceed cost limitation:***

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

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

***For use with multiple phase projects with separate not to exceed cost limitations:***

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$

<u>Phase</u>	<u>Not to Exceed</u>
Operational	\$
_____	\$

LUMP SUM TASK ORDER

***For use with single phase projects or multiple phase projects with single lump sum cost:***

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

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
 (in writing) (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
 (in figures) (in figures)

***For use with multiple phase projects with separate lump sum amounts:***

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>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

For providing, performing, and completing all Services, a fixed fee of \$\_\_\_\_\_ plus an amount equal to Consultant's Direct Labor Costs times a factor of \_\_\_\_\_ for all Services rendered by principals and employees engaged directly on the Project.

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

***For use with multiple phase projects with separate pricing:***

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$

DIRECT COST TASK ORDER

***For use with single phase projects or multiple phase projects with uniform pricing:***

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

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

***For use with multiple phase projects with separate pricing:***

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report		\$
Preliminary Design		\$
Final Design		\$
Bidding/Negotiation		\$
Construction		\$
Operational		\$
_____		\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to \_\_\_\_\_% of the Construction Cost of the Project.

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

9. Payments:

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

***For use with Billing Rate Task Orders:***

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

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

***For use with Lump Sum Task Orders:***

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.

**OR**

For purposes of payments to Consultant, the value of the Services shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services actually completed at the time of invoicing.

***For use with Cost Plus Fixed Fee Task Orders:***

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

***For use with Direct Cost Task Orders:***

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

***For use with Percentage of Construction Cost Task Orders:***

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project, whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %



Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

10. **Special Safety Requirements:**

[state "none" or:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is reminded that one of the purposes of the Project is to ***[DESCRIBE SPECIAL CIRCUMSTANCES]*** and, therefore, it would be reasonable to assume that ***[DESCRIBE SPECIAL HAZARDS]*** at any time during the Services. Consultant must ensure that all personnel observe all appropriate safety

precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

- i. ***[DESCRIBE SPECIAL REQUIREMENTS].***
- ii. ***[DESCRIBE SPECIAL REQUIREMENTS].***

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "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 \_\_\_\_\_, 200\_.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address:

Phone:

Fax: (630) 834-0120

Task Order No. \_\_\_\_

CAMP DRESSER & McKEE INC.

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-mail Address:

Phone:

Fax:

EXHIBIT 2

## TASK ORDER NO. 01

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Camp Dresser & McKee Inc. ("Consultant"), for Professional Engineering Services dated as of the 14<sup>th</sup> day of October (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Indeterminate Engineering Assistance

2. **Services of Consultant:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

4. **Commencement Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

5. **Completion Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

6. **Submittal Schedule:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

7. **Key Project Personnel:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing, but not to exceed \$20,000.00 per assignment except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

10. **Special Safety Requirements:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

11. **Modifications to Contract:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

12. **Attachments:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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 October 15, 2010.

DUPAGE WATER COMMISSION

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

Terry McGhee  
Acting General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

CAMP DRESSER & McKEE INC.

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

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

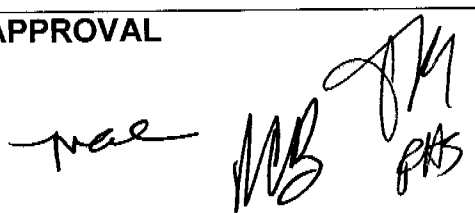
Title: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Elizabeth G. Fujikawa, P.E.  
Title: Vice President  
Address: 125 South Wacker Drive, Suite 600, Chicago, Illinois 60606  
E-mail Address: fujikawaeg@cdm.com  
Phone: (312) 465-5000  
Fax: (312) 324-5228

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract MS-17/10 Change Orders at the October 14, 2010, DuPage Water Commission Meeting  Resolution No. R-44-10	<b>APPROVAL</b>	
Account Number: 01-60-7113.01 - \$810.00			
Resolution No. R-44-10 would approve the following Contract MS-17/10 Change Orders:			
<p><b>Change Order No. 1 to Contract MS-17/10 (Winfield Metering Station 27B).</b> Change Order No. 1 would increase the Contract Price by \$810.00 and extend the Completion Date from September 15, 2010 to November 20, 2010, to change the EIM electric valve actuator from a microprocessor control type to a modular control type. The work has not been performed.</p> <p>After the Contract was signed, the DWC Instrumentation and Remote Facilities Supervisor requested the actuator change due to ongoing operational problems with existing EIM electronic type actuators in use at existing facilities. A 60 day time extension will be required as a result of the actuator change due to the additional time needed for the Contractor to provide revised shop drawings and for the Engineer to review the revised shop drawings among other delays associated with the manufacture, delivery, and installation of the replacement EIM modular controls.</p> <p>Approval of this negotiated Change Order would increase the Contract Price by \$810.00, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p>			
<b>MOTION:</b> To adopt Resolution No. R-44-10.			



**DRAFT**

DuPAGE WATER COMMISSION

RESOLUTION NO. R-44-10

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT MS-17/10 CHANGE ORDERS AT THE  
OCTOBER 14, 2010, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Contract MS-17/10 Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Contractor, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Contract MS-17/10 was signed, the Contract MS-17/10 Change Orders are germane to Contract MS-17/10 as signed and/or the Contract MS-17/10 Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

Board\Resolutions\R-44-10.docx

Exhibit 1

Resolution No. R-44-10

1. Change Order No. 1 to Contract MS-17/10 (Winfield Metering Station 27B) in the amount of \$810.00.

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Winfield Metering Station  
Metering Station 27B

CHANGE ORDER NO. 1

LOCATION: Winfield, Illinois

CONTRACT NO. MS-17/10

CONTRACTOR: Martam Construction, Inc.

DATE: October 15, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Change the EIM electric valve actuator from a microprocessor control type to a modular control type valve actuator.
2. Sixty (60) Day time extension.

B. REASON FOR CHANGE:

1. After the Contract was signed, the DWC Instrumentation and Remote Facilities Supervisor requested the actuator change due to ongoing operational problems with existing EIM electronic type actuators in use at existing facilities.
2. A 60 Day time extension will be required as a result of the actuator change due to the additional time needed for the Contractor to provide revised shop drawings and for the Engineer to review the revised shop drawings among other delays associated with the manufacture, delivery, and installation of the replacement EIM modular controls to be constructed integral to the valve and valve actuator.

C. REVISION IN CONTRACT PRICE:

1. \$810.00
2. Not Applicable

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 60 Days, making the final Completion Date November 20, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>209,760.00</u>
2.	Net <del>(addition)</del> <del>(reduction)</del> due to all previous Change Orders Nos. <u>0</u> to <u>0</u>	\$	<u>0.00</u>
3.	Contract Price, not including this Change Order	\$	<u>209,760.00</u>
4.	<del>(Addition)</del> <del>(Reduction)</del> to Contract Price due to this Change Order	\$	<u>810.00</u>
5.	Contract Price including this Change Order	\$	<u>210,570.00</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: AECOM Technical Services, Inc.

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

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

CONTRACTOR: Martam Construction, Inc.

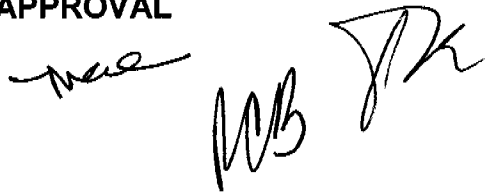
By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ (\_\_\_\_\_)  
Signature of Authorized Representative Date

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract PSC-5/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting  Resolution No. R-45-10	<b>APPROVAL</b>	
Account Number: Not Applicable			
Resolution No. R-45-10 would approve the following Contract PSC-5/08 Change Orders:  <b>Change Order No. 2 to Contract PSC-5/08 (Photovoltaic System at the Lexington Pumping Station).</b> Change Order No. 2 would extend the Contract Time by 92 Calendar Days, changing the Contract Completion Date from July 21, 2010, to October 21, 2010.  The time extension request is based upon the necessary coordination between Contract PSC-4/08 and Contract PSC-5/08. The PSC-5/08 delay could not be avoided or controlled by the Contract PSC-5/08 Contractor as the delay was due to the PSC-4/08 Contractor's difficulties in securing the City of Chicago building permit in timely manner. The resulting Contract PSC-4/08 construction delay prohibits the electrical start-up and testing of the PSC-5/08 Photovoltaic System.  The time extension proposal has been found to be acceptable to the Chicago Department of Water Management.  Approval of this negotiated Change Order would not change the Contract Price.			
<b>MOTION:</b> To adopt Resolution No. R-45-10.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-45-10

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT CHANGE ORDERS AT THE  
OCTOBER 14, 2010, DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Contract PSC-5/08 Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Contractor, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Contract PSC-5/08 was signed, the Contract PSC-5/08 Change Orders are germane to Contract PSC-5/08 as signed and/or the Contract PSC-5/08 Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

Exhibit 1

Resolution No. R-45-10

1. Change Order No. 2: Contract PSC-5/08 (Photovoltaic System at the Lexington Pumping Station) a 92 calendar day extension of the Contract Completion Date.

Approval of this negotiated Change Order does not change the Contract Price.



DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Photovoltaic System at the  
Lexington Pumping Station

CHANGE ORDER NO. 2

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-5/08

CONTRACTOR: Divane Bros. Electric Co.

DATE: October 15, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

Extend the Contract Time by 92 Calendar Days, changing the Contract Completion Date from July 21, 2010, to October 21, 2010, in accordance with Engineer's recommendation dated August 23, 2010.

B. REASON FOR CHANGE:

The time extension request is based upon the necessary coordination between Contract PSC-4/08 and Contract PSC-5/08. The PSC-5/08 delay could not be avoided or controlled by the Contract PSC-5/08 Contractor, due to the PSC-4/08 Contractor's difficulties in securing the City of Chicago building permit in timely manner. The resulting Contract PSC-4/08 construction delay prohibits the electrical start-up and testing of the PSC-5/08 Photovoltaic System.

C. REVISION IN CONTRACT PRICE:

None

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 92 Days, making the final Completion Date October 21, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>7,996,000.00</u>
2.	Net addition ( <del>reduction</del> ) due to all previous Change Orders Nos. <u>1</u> to <u>1</u>	\$	<u>250,000.00</u>
3.	Contract Price, not including this Change Order	\$	<u>8,246,000.00</u>
4.	<del>(Addition)</del> ( <del>Reduction</del> ) to Contract Price due to this Change Order	\$	<u>0.00</u>
5.	Contract Price including this Change Order	\$	<u>8,246,000.00</u>

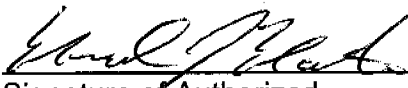
RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley and Hansen LLC

By: \_\_\_\_\_ ( )  
Signature of Authorized Representative Date

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

CONTRACTOR: Divane Bros. Electric Co.

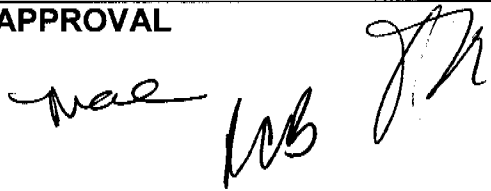
By:  ( 9-27-10 )  
Signature of Authorized Representative Date  
Michael J. Maicke, V.P.

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ ( )  
Signature of Authorized Representative Date

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract PSC-4/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting  Resolution No. R-46-10	<b>APPROVAL</b>	
Account No: 01-60-8201.01 (Credit of \$7,779.56)			
Resolution No. R-46-10 would approve the following Contract PSC-4/08 Change Order:  <b>Change Order No. 7 to Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station)</b>  Change Order No. 7 would decrease the Contract Price in the net amount of \$7,779.56 due to decreased work in accordance with Project Correspondence No. 13, dated July 13, 2010.  Change Order No. 5, approved on April 15, 2010 as part of R-16-09, authorized additional work to install an insulated roofing system on the Generator Building deck area within the penthouse curb structures but actual labor hours were less to install sheet metal than had been originally anticipated. This has resulted in a credit of \$7,779.56.  Approval of this negotiated Change Order would decrease the Contract Price by \$7,779.56, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an decrease in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an decrease in the price of any subcontract under the Contract that is 50% or more of the original subcontract price. The Completion Date would remain as October 21, 2010.  <i>In addition, approval of this negotiated Change Order would cause the previously increased \$19MM budget for the Commission's share of Lexington Pumping Station improvements to be exceeded by \$211,888.66 (previously \$219,668.22 plus the credit of \$7,779.56), which increased budget already exceeded the \$15MM cap on the Commission's share provided for in the intergovernmental agreement with the City of Chicago.</i>			
<b>MOTION:</b> To adopt Resolution No. R-46-10.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-46-10

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT PSC-4/08 CHANGE ORDERS AT THE  
OCTOBER 14, 2010, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Contract PSC-4/08 Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Contractor, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Contract PSC-4/08 was signed, the Contract PSC-4/08 Change Orders are germane to Contract PSC-4/08 as signed and/or the Contract PSC-4/08 Change Orders are in the best interest of the DuPage Water Commission and authorized by law;

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

Exhibit 1

Resolution No. R-46-10

1. Change Order No. 7: Contract PSC-4/08 (Electrical Generation Facilities, Photovoltaic System, and Other Improvements at the Lexington Pumping Station) for a credit in the amount of \$7,779.56.

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 3

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

CHANGE ORDER NO. 7

LOCATION: Chicago, Illinois

CONTRACT NO. PSC-4

CONTRACTOR: Joseph J. Henderson and Son, Inc.

DATE: October 15, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

Credit to reflect actual labor hours to install sheet metal work in accordance with Project Correspondence No. 13 dated July 13, 2010.

B. REASON FOR CHANGE:

Change Order No. 5 authorized additional work required to install an insulated roofing system on the Generator Building deck area within the penthouse curb structures but actual labor hours were less to install sheet metal than had been originally anticipated.

C. REVISION IN CONTRACT PRICE:

-\$7,779.56 (negotiated net decrease)

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date October 21, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.



III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>17,209,000.00</u>
2.	Net <del>(addition)</del> <del>(reduction)</del> due to all previous Change Orders Nos. <u>1</u> to <u>6</u>	\$	<u>411,858.10</u>
3.	Contract Price, not including this Change Order	\$	<u>17,620,858.10</u>
4.	<del>(Addition)</del> <del>(Reduction)</del> to Contract Price due to this Change Order	\$	<u>7,779.56</u>
5.	Contract Price including this Change Order	\$	<u>17,613,078.54</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Greeley and Hansen LLC

By: *Ken Seeger* 9/29/2010  
Signature of Authorized Representative Date

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

CONTRACTOR: Joseph J. Henderson and Son, Inc.


By: *J. Henderson* 9-28-10  
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ ( )  
Signature of Authorized Representative Date

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting  Resolution No. R-47-10	<b>APPROVAL</b>	

Account Numbers: 01-60-7213.01

Resolution No. R-47-10 would approve the following Contract PSD-7/08 Change Orders:

**Change Order No. 11 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station).** Change Order No. 11 would authorize, at a net increase in the Contract Price of \$23,284.00, the following changes to the Contract: 1) Elimination of a portion of the plumbing drain modification work associated with an existing backflow prevention device (-\$751.00); 2) Provision and installation of digital/addressable fire alarm system devices in existing pump station facilities (\$17,710.00); 3) Installation of additional electric conduit in duct bank and hand holes for the security system extension (\$6,072.00); and 4) Provision of a new exterior light fixture for installation over the entrance to covered parking structure (\$253.00).

With regard to item 1, in an effort to lower the cost of construction, Staff and the Engineer determined that a portion of the backflow prevention device drain modification work could be provided by Staff. This work has been performed.

With regard to item 2, the Contract calls for a digital, or an addressable, communication system for fire detection systems which is also to be tied into the existing main fire detection system control panel at the pumping station. The Contractor has elected to replace the existing main fire detection system control panel at the pumping station with a new digital main panel at no cost to the Commission. However, the proposed main panel replacement work would leave a substantial portion of the older fire detection systems in place within the pumping station facilities. To upgrade the entire facility to the preferred new digital/addressable technology would cost an additional \$17,710.00, which is far less than the estimated and previously budgeted cost of \$148,000.00. This work has not been performed.

With regard to item 3, after acceptance of the portion of Change Order #10 relating to the perimeter security system, it was determined that approximately 90 feet of perimeter infrastructure was omitted from the Contract. Installation of the omitted conduit and duct

Resolution No. R-47-10

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction/Safety Coordinator
<b>ITEM</b>	<p>A Resolution Approving and Ratifying Certain Contract PSD-7/08 Change Orders at the October 14, 2010, DuPage Water Commission Meeting</p> <p>Resolution No. R-47-10</p>	<b>APPROVAL</b>	
<p>bank is necessary to close a gap in the security system. The Contractor has not performed this work.</p> <p>With regard to item 4, the Contract called for an existing light fixture to be modified and then reinstalled. It has been determined that the existing light fixture cannot be reinstalled as intended and, therefore, a new fixture is required for installation. This work has not been performed.</p> <p>Approval of this Change Order would increase the Contract Price in the net amount of \$23,284, which is within the cost range estimated by the Engineer, but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.</p> <p>The Completion Date would remain as November 25, 2010.</p>			
<b>MOTION:</b> To adopt Resolution No. R-47-10.			

**DRAFT**

DUPAGE WATER COMMISSION

RESOLUTION NO. R-47-10

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN CONTRACT PSD-7/08 CHANGE ORDERS AT THE  
OCTOBER 14, 2010, DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Contract PSD-7/08 Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff and the Contractor, that the circumstances said to necessitate the changes were not reasonably foreseeable at the time Contract PSD-7/08 was signed, the Contract PSD-7/08 Change Orders are germane to Contract PSD-7/08 as signed and/or the Contract PSD-7/08 Change Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

Board\Resolutions\R-47-10.docx

Exhibit 1

Resolution No. R-47-10

1. Change Order No. 11 to Contract PSD-7/08 (Electric Generation Facility and Office/Garage Expansion for the DuPage Pumping Station) in the net amount of \$23,284.00.

DUPAGE WATER COMMISSION  
CHANGE ORDER

SHEET 1 OF 4

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

CHANGE ORDER NO. 11

LOCATION: Elmhurst, Illinois

CONTRACT NO. PSD-7/08

CONTRACTOR: Williams Brothers Construction, Inc.

DATE: October 15, 2010

I. A. DESCRIPTION OF CHANGES INVOLVED:

1. Eliminate a portion of the plumbing drain modification work associated with an existing backflow prevention device in accordance with the Engineer's Proposed Change Order Memorandum No. 050.
2. Furnish and install digital/addressable fire alarm system devices in existing pump station facilities in accordance with the Engineer's Proposed Change Order Memorandum No. 055.
3. Install additional electric conduit in duct bank and hand holes for the security system extension in accordance with the Engineer's Proposed Change Order Memorandum No. 056.
4. Furnish a new exterior light fixture to be installed over the entrance to covered parking structure in accordance with the Engineer's Proposed Change Order Memorandum No. 057.

B. REASON FOR CHANGE:

1. In an effort to lower the cost of construction, Owner's Staff and Engineer determined that a portion of the backflow prevention device drain modification work could be provided by Owner's Staff.
2. The Contract calls for a digital, also known as addressable, communication system for fire detection systems to be installed in the generation facilities which are also to be tied into the existing main fire detection system control panel at the pumping station. Contractor elected to replace the existing main fire detection system control panel at the pumping station with a new digital main panel at no cost to Owner to lessen the potential for issues when trying to interface differing technologies from differing decades. However, the proposed main panel replacement work would leave a substantial portion of the

older fire detection systems in place within the pumping station facilities. Owner desire to upgrade the entire facility to the preferred new digital/addressable technology and gain uniformity throughout.

3. After acceptance of the portion of Change Order #10 relating to the perimeter security system, it was determined that approximately 90 feet of perimeter infrastructure was omitted from the Contract and, therefore, not constructed. Installation of the omitted conduit and duct bank is necessary to close a gap in the security system.
4. The Contract called for an existing light fixture to be modified and reinstalled but the light fixture cannot be reinstalled as intended and, therefore, a new fixture is needed for installation.

C. REVISION IN CONTRACT PRICE:

1. Negotiated net decrease of -\$751.00
2. Negotiated net increase of \$17,710.00
3. Negotiated net increase of \$6,072.00
4. Negotiated net increase of \$253.00

Change Order Net Increase of \$23,284.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 Days, making the final Completion Date November 25, 2010.
2. Any Increased Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Increased Work and for Work of the same type as the Increased Work, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the Required Coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds if requested by Owner.



III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$	<u>16,970,000.00</u>
2.	Net <del>(addition)</del> <del>(reduction)</del> due to all previous Change Orders Nos. <u>1</u> to <u>10</u>	\$	<u>609,841.00</u>
3.	Contract Price, not including this Change Order	\$	<u>17,579,841.00</u>
4.	<del>(Addition)</del> <del>(Reduction)</del> to Contract Price due to this Change Order	\$	<u>23,284</u>
5.	Contract Price including this Change Order	\$	<u>17,603,125.00</u>


RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Camp Dresser McKee, Inc.

By: \_\_\_\_\_ ( )  
 Signature of Authorized Representative Date

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

CONTRACTOR: Williams Brothers Construction, Inc.

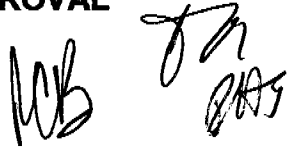
By:  ( 9-30-10 )  
 Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: \_\_\_\_\_ ( )  
 Signature of Authorized Representative Date

DATE: October 7, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> New Business	<b>ORIGINATING DEPARTMENT</b> Facilities Construction Supervisor/Safety Coordinator
<b>ITEM</b> Purchase Order No. 12419 in the amount of \$4,290.00 to Acres Group	<b>APPROVAL</b> 
<p>Account Number: 01-60-6560</p> <p>During the evening of July 23<sup>rd</sup> and early morning of July 24<sup>th</sup>, 2010, record rainfalls of between 6" – 8" were recorded in the Chicago metropolitan area. During this rainfall event, a portion of the earthen north slope of the 30 MG water storage reservoir became destabilized and washed out onto the access driveway.</p> <p>Purchase Order No.12419, in the amount of \$4,290.00, would authorize Acres Group to remediate the affected areas of the 30MG reservoir north slope and make the improvements needed to stabilize the soils in the areas which failed. Acres Group handles the normal landscaping duties at DWC facilities and a copy of their detailed proposal is attached for review.</p> <p>Because the cost of this unperformed work is less than \$20,000, no special purchasing procedures are required to be followed in procuring the services but Board approval is required because the work was not budgeted.</p>	
<b>MOTION:</b> To approve Purchase Order No. 12419 in the amount of \$4,290.00, to Acres Group.	



**DuPage Water Commission**  
**600 E. Butterfield Road**  
**Elmhurst, IL 60126**

Phone: (630) 834-0100 Fax: (630) 834-0120

**Purchase Order: 12419**

**Ordered By:** BOSTICK CHRIS  
**Order Date:** 09/28/2010  
**Due Date:** 09/28/2010

**Supplier:** ACRES GROUP  
**Address:** 23940 Andrew Road  
 Plainfield, IL 60585  
**Telephone:** 815-439-2022  
**Fax No.:** 815-609-3637  
**Contact:** John Blohm

**Delivery Address:** DuPage Water Commission  
 600 East Butterfield Road  
 Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total	
1	0		LANDSCAPING SERVICE AT PUMP STATION	1	EA	4,290.00	4,290.00	
Line Comments: Reservoir North Slope Repairs necessary from Rain Event of July 23/24, 2010. Work as Identified in Acres Proposal Dated August 12, 2010 - Excluding Terms of Proposal								

**Total 4,290.00**

**Account**

<b>Total</b>	<b>4,290.00</b>
--------------	-----------------

**Ship Via:** Best Way  
**Payment Terms:** Net 30  
**FOB Point:** Point of Destination  
**Tax Exempt:**

1. **ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the DuPage Water Commission (the "Owner") any of the goods ordered herein or renders for the Owner any of the services ordered herein. If this Purchase Order has been issued by the Owner in response to an offer, then the issuance of this Purchase Order by the Owner shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the Owner and shall not be binding upon the Owner unless specifically accepted by the Owner in writing.
2. **ENTIRE AGREEMENT.** Upon acceptance of this Purchase Order, this Purchase Order and all specifications, drawings, and data submitted to the Seller with this Purchase Order or the solicitation for this Purchase Order shall constitute the entire contract between the Owner and the Seller (the "Contract"). The Contract replaces, supersedes, and merges all prior discussions, agreements, or understandings between the parties and shall be changed only by written agreement of the parties.
3. **INDEMNIFICATION AND INSURANCE.** The goods or services to be furnished under this Contract shall be provided at the sole risk and cost of the Seller until final payment therefor. The Seller shall, promptly and without charge to the Owner, repair, replace, or pay for any damage or loss suffered as a result of the work of this Contract. The Seller shall indemnify, keep, and hold harmless the Owner and its agents, officials, and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Seller, its agents, employees, or subcontractors. This indemnification and hold harmless shall be in addition to the warranty obligations of the Seller. The Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all insurance required under this Contract and any such insurance requirements shall be deemed to be minimum requirements and shall not be construed in any way as a limitation on the Seller's liability for losses or damages under this Contract.
4. **DEFAULT.** Time is of the essence of this Contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Owner reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract by notice effective when received by the Seller and to purchase substitute items or services elsewhere and to charge the Seller with any and all losses incurred.
5. **TRANSPORTATION CHARGES.** Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by the Owner for transportation, packing, cartage, or containers unless otherwise authorized in this Contract.
6. **UNAVOIDABLE DELAY.** If the Seller is delayed in the delivery of goods purchased under this Contract by a cause beyond its control, then the Seller, upon receiving knowledge of such delay, must give written notice immediately to the Owner and request an extension of time or such extension shall be waived. An extension shall be granted at the sole and absolute discretion of the Owner.
7. **WARRANTY.** The Seller warrants that the prices for the goods or services sold to the Owner under this Contract are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event the Seller reduces its price for such goods or service during the term of this Contract, the Seller agrees to reduce the prices hereof correspondingly. The Seller warrants that all goods and services furnished hereunder will be new and will conform in all respects to the terms of this Contract and that they will be free from latent and patent defects in materials, workmanship, title, and design. In addition, the Seller warrants that said goods and services are suitable for the purposes for which they are purchased, manufactured, and designed or for such other purposes as are expressly specified in this Contract. The Owner may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. No inspection, test, acceptance, payment, or use of the goods or services furnished hereunder shall affect the Seller's obligation under these warranties and such warranties shall survive such inspection, test, acceptance, payment, and use. The Seller's warranties shall run to the Owner and its successors and assigns.
8. **REGULATORY COMPLIANCE.** The Seller 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 the Seller agrees to be bound by, all applicable Federal, State, and local laws, standards, rules, and regulations. Without limiting the generality of the foregoing, the Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
9. **PAYMENT.** Payments will be made in accordance with the terms on the face of this Contract, or the Seller's invoice, whichever are more favorable to the Owner and payment date therefor shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the Owner shall be subject to deduction or setoff by the Owner by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the Owner. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the Owner.
10. **TERMINATION.** The Owner may, at any time, suspend or terminate this Contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the Owner, the Owner shall reimburse the Seller for expenses (which shall not include lost profits) resulting directly from any such termination or suspension, which amount shall in no event exceed the applicable pro rata portion of the Contract Price. The Seller shall not be paid for any work done after receiving notice of such suspension or termination for convenience nor for any expenses incurred which could have been reasonably avoided. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Owner. The foregoing states the Owner's entire liability and the Seller's exclusive remedy for any termination or suspension of all or any part of this Contract for convenience of the Owner. If, however, termination is occasioned by the Seller's breach of any condition hereof, including breach of warranty, or by the Seller's delay, except due to circumstances beyond the Seller's control and without the Seller's fault or negligence, the Seller shall not be entitled to any claim or costs or to any profit and the Owner shall have against the Seller all remedies provided by law and equity.
11. **TAXES.** The Owner is exempt from federal, State, and local taxes.
12. **LIMIT OF LIABILITY.** In no event shall the Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The Owner's liability on any claim arising out of or connected with or resulting from this 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.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the Owner.
14. **REMEDIES.** The 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 therefor shall not waive any breach.
15. **LAW GOVERNING.** This Contract shall be governed by and construed according to the Internal laws, but not the conflict of law rules, of the State of Illinois.

# ACRES GROUP

Professional Landscape Services

Since 1983

LANDSCAPE DESIGN & CONSTRUCTION • LAWN MAINTENANCE • SNOW REMOVAL

610 W. Liberty Street  
Wauconda, IL 60084  
Ph: 847-526-4554  
Fax: 847-526-4596

23940 W. Andrew Road  
Plainfield, IL 60585  
Ph: 815-439-2022  
Fax: 815-609-3643

## PROPOSAL

2010 Reservoir Slope Run Off Repair  
8/12/2010

DUPAGE WATER COMMISSION  
c/o DUPAGE WATER COMMISSION  
600 E BUTTERFIELD RD  
ELMHURST, IL 60126  
Attn: MIKE WEED  
Sales Representative: John Blohm

DUPAGE WATER COMMISSION  
600 E. BUTTERFIELD RD  
ELMHURST, IL 60126

Acres Group hereby proposes to provide all labor, equipment and materials needed to install the following items. Please initial any changes by line item and initial and date the bottom of each page. Thank you.

### Description

Remove debris and settled soil from the areas on the north side of the reservoir that failed and ran off  
Provide and install clay based fill to better hold and stay in place in the future  
Install Topsoil over the top of the fill for a better growing medium for plants and grass in the future  
Labor to transport equipment and personnel  
Sod Installation with staples to hold grass in place until it roots in the area

**TOTAL COST** \$4,290.00

### Guarantee

1. Acres Group guarantees that all plant material will be true to name.
2. Excluded from the scope of this guarantee will be damage as a result of over-watering, drought, animals, vandalism, and acts of nature.
3. Sod, seed, perennial, annuals and groundcover are excluded from the scope of this guarantee.
4. The guarantee implied here is contingent upon the fact that payment is made within the agreed upon terms.
5. It is the purchaser's responsibility to ensure that proper care is given to new plant material during the one-year warranty period or warranties shall be null and void.

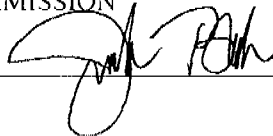
### Terms

Inherent in the acceptance of this proposal is the understanding that the purchaser agrees to pay in full the total amount of the invoice within 30 days of the date of the invoice. *Acres reserves the right to add a 1.5% monthly service charge to all invoices not paid within 30 days -- annual interest rates equals 18%. Services may be discontinued upon the 91<sup>st</sup> day of non-payment.*

### Accepted By:

As Agent For: DUPAGE WATER COMMISSION

Date



8-11-10

John Blohm As Agent for Acres Group

Date

Quotation Number: QA-00097103

Please Initial and Date Each Page: \_\_\_\_\_



**NUGENT CONSULTING GROUP**  
INSURANCE AND RISK MANAGEMENT CONSULTING

September 27, 2010

Mr. Terry McGhee  
Ms. Mary Reibel  
DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, IL 60126-4642

Re: Insurance Proposal Analysis

Dear Terry and Mary:

The purpose of this letter is to summarize the two proposals received from Arthur J. Gallagher & Co and Marsh USA in response to the RFP I issued on your behalf.

Arthur J. Gallagher provided the lowest cost proposal with the broadest coverage. Cost will decrease just over 5% from the current program. Cost and coverage summaries are attached.

Please contact me with any questions.

Sincerely,

*Mike Nugent*

Michael D. Nugent

**DU PAGE WATER COMMISSION  
2010 RENEWAL COST COMPARISON**

	<i>Final Costs</i>		
<b>Coverage</b>	<b>Final 2009</b>	<b>Gallagher</b>	<b>Marsh</b>
General Liability	\$ 42,777	\$ 36,339	\$ 83,906
Automobile	\$ 17,270	\$ 12,893	\$ 9,504
Crime	\$ 1,783	\$ 796	\$ 2,780
Excess Liability	\$ 18,493	\$ 16,642	\$ 100,000
Excess Liability Layer 2	\$ 50,674	\$ 32,517	\$ -
Property	\$ 301,811	\$ 317,754	\$ 301,385
Inspection Fee	\$ 5,000	\$ -	\$ -
UST	\$ 762	\$ 1,668	\$ 1,287
Brokerage Fee	\$ 42,000	\$ 35,333	\$ 45,000
<b>Total</b>	<b>\$ 480,570</b>	<b>\$ 453,942</b>	<b>\$ 543,862</b>

*Note - Pollution coverage renewed in 2009 for three years - three year premium paid in 2009*

<b>Insurers</b>	<b>Final 2009</b>	<b>Gallagher</b>	<b>Marsh</b>
General Liability	AAIC	AAIC	Arch / Ill National
Automobile	AAIC	AAIC	C.N.A.
Crime	AAIC	AAIC	Chartis
Excess Liability	AAIC	AAIC	Ace
Excess Liability Layer 2	Ill National	Evanston	Westchester
Property	Affiliated	Affiliated	C.N.A.
UST	Ill Union	Ill Union	Zurich

<b>Limits</b>	<b>Final 2009</b>	<b>Gallagher</b>	<b>Marsh</b>
General Liability / Public Officials	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil	\$1 Mil / \$3 Mil
Automobile	\$1,000,000	\$1,000,000	\$1,000,000
Crime	\$500,000	\$500,000	\$500,000
Excess Liability	\$7,000,000	\$7,000,000	\$7,000,000
Excess Liability Layer 2	\$15,000,000	\$15,000,000	\$15,000,000
Property	\$500,000,000	\$500,000,000	\$500,000,000
UST	\$1,000,000	\$1,000,000	\$1,000,000

<b>Deductibles</b>	<b>Final 2009</b>	<b>Gallagher</b>	<b>Marsh</b>
General Liability	\$5,000	\$5,000	\$5,000
Automobile	\$1,000 Phys Dam	\$1,000 Phys Dam	\$1,000 Phys Dam
Crime	\$500	\$500	\$500
Property	\$50,000	\$50,000	\$50,000
UST	\$5,000	\$5,000	\$5,000

PROPERTY SPECIFICATIONS				
#	ITEM	DESCRIPTION	Affiliated	C.N.A.
P1	Limit	\$500,000,000	Y	Y
P2	Blanket or occurrence	Each occurrence	Y	Y
P3	Valuation	Replacement Cost	Y	Y
P4	Buildings	Included in P1 Limit	Y	Y
P5	Contents, inventory and personal property	Included in P1 Limit	Y	Y
P6	Business Interruption limit including boiler & Machinery	\$25,000,000	Y	Y
P7	Extra Expense limit (including EDP, boiler)	\$5,000,000	Y	Y
P8	Improvements	Included in P1 Limit	Y	Y
P9	Theft	Included in P1 Limit	Y	Y
P10	Errors and omissions (including boiler)	\$2,300,000	Y	\$2,500,000
P11	Unscheduled locations	\$2,500,000	Y	Y
P12	Water in process	\$5,000,000	N	Y
P13	Deductible	\$50,000	Y	Y
P14	Perils	All Risk or Special	Y	Y
P15	Boiler & machinery	\$100,000,000	Y	Y
P16	Outdoor equipment	Included in P1 Limit	Y	Y
P17	Equipment used to service building	Included in P1 Limit	Y	Y
P18	All Heating and AC equipment	Included in P1 Limit	Y	Y
P19	Agreed amount endorsement / waiver of coinsurance		Y	Y
P20	Construction materials for building improvements	Included in P1 Limit	Y	Y
P21	Temporary structures	\$1,000,000	Y	Y
P22	Computers	Included in Limit	Y	Y
P23	Software	\$250,000	Y	Y
P24	Data Recovery	\$500,000	Y	Y
P25	Media (including boiler)	\$100,000	Y	Y
P26	Newly acquired property (including boiler)	\$2,000,000	Y	2,500,000
P27	Property in the course of construction	\$2,000,000	Y	Y
P28	Pollution cleanup	\$250,000	Y	\$100,000
P29	Any property in transit	\$1,000,000	Y	Y
PROPERTY SPECIFICATIONS				
#	ITEM	DESCRIPTION	Affiliated	C.N.A.
P30	Temporary locations	\$1,000,000	Y	Y
P31	Leased property	Included in P1 Limit	Y	Y



P32	Property of others	\$250,000	Y	Y
P33	Burglary	\$250,000	Y	Y
P34	Outdoor signs	Included in P1 Limit	Y	Y
P35	Extended Period of Indemnity	30 Days	Y	180
P36	Outdoor fences	\$10,000	Y	Y
P37	Owned watercraft	Included in P1 Limit	N	N
P38	Non-owned watercraft	52 Feet limit	N	N
P39	Expediting Expense	\$250,000	Y	Y
P40	Personal effects of others	\$10,000	Y	Y
P41	Debris removal	25% of loss	Y	Y
P42	Preservation of property	60 Days	Y	Y
P43	Demolition of undamaged portion of a building	Value of undamaged portion	Y	Y
P43 B	Demolition	\$5,000,000	Y	Y
P43 C	Compliance with Law	\$5,000,000	Y	Y
P43 D	Business Interruption	\$5,000,000	Y	Y
P44	Accounts receivables	\$10,000,000	Y	Y
P45	Fine arts	\$2,500,000	Y	\$1,000,000
P46	Fire department service charge	\$25,000	Y	Y
P47	Inventory and appraisal	\$15,000	N	N
P48	Money and securities	\$25,000	Y	N
P49	Hacking or computer virus	\$25,000	N	\$10,000
P50	Valuable papers and records	\$500,000	Y	\$1,000,000
P51	Ammonia contamination	\$100,000	Y	Y
P52	Mechanical breakdown	\$250,000	Y	Y
P53	Consequential damages	\$250,000	Y	Y
P54	Hazardous substances	\$100,000	Y	Y
P55	Water Damage	\$100,000	Y	Y

**SPECIFICATIONS**

#	ITEM	DESCRIPTION	Affiliated	C.N.A.
P56	Contingent business interruption (including boiler)	\$25,000,000	Y	\$26,250,000
P57	Certified Terror	\$500,000,000	Y	Y
P58	Non-certified terror	\$500,000,000	Y	Y
P59	Utility service interruption - physical damage (Inc. off premises)	\$1,000,000	Y	Y
P60	Utility service interruption - time element (Inc. off premises)	\$1,000,000	Y	Y
P61	Ingress / egress including civil authority	\$1,000,000	Y	Y

P62	Earth movement and volcanic action (aggregate)	\$125,000,000	Y	\$100,000,000
P63	Flood and water damage	\$125,000,000	Y	\$100,000,000
P64	Sewer Back up	\$2,500,000	Y	Y
P65	Boiler Deductible	\$10,000	Y	Y
P66	Vehicle changes are automatically covered/no reporting required		N	N
P67	Arson Reward	\$7,500	Y	N
P68	Communication equipment	\$100,000	Y	Y
P69	Underground Property	\$80,000,000	\$225,000,000	\$2,500,000
P70	Ground maintenance equipment	Included in P1 Limit	Y	Y
P71	Contractors equipment	Per schedule	Y	Y
P72	Mobile equipment deductible	\$1,000	\$10,000	N
P73	Fine arts deductible	\$1,000	\$10,000	N
P74	Computer equipment deductible	\$1,000	\$10,000	N
P75	Hired auto physical damage	\$50,000	Y	Y
P76	Auto physical damage - deductible	\$500	\$1,000	Y
P77	Auto physical damage valuation	Actual Cash Value	Y	Y
P78	Boiler & machinery demolition and increased cost of construction	Included	Y	Y
P79	Boiler off premises service interruption	\$5,000,000	Y	Y
P80	Boiler & machinery off premises service interruption spoilage	\$250,000	Y	Y
P81	Flood and earth movement deductible	\$100,000	Y	Y
P82	Firefighters Materials and Expense	\$100,000	Y	\$25,000
P83	Professional Fees	\$100,000	Y	Y
P84	Trees, Shrubs, Plants, and lawns	\$100,000 (\$1,000 per item)	Y	\$25,000
<b>PROPERTY SPECIFICATIONS</b>				
#	ITEM	DESCRIPTION	Affiliated	C.N.A.
P85	Pavements and Roads	\$250,000	Y	Y
P86	Land & Water Clean-up Expense	\$100,000	Y	Y
P87	Installation Floater	\$250,000	Y	Y
P88	Legal Liability	\$100,000	Y	Y
P89	Fungus, Mold, and Mildew	\$1,000,000	Y	Y
P90	Ordinary Payroll	180 Days	Y	Y
P91	Civil Authority	30 Days	Y	Y
P92	R&D Expense	\$250,000	Y	Y
P93	Underground piping Deductible	\$500,000	Y	Y
P94	Soft Costs	\$1,000,000	Y	Y

P95	Locks and keys	\$100,000	Y	Y
P96	Unscheduled Builders Risk	\$5,000,000	Y	Must Report
P97	Underground property deductible	\$1,000,000	\$500,000	Y
P98	Time element valuation	Actual loss sustained	Y	Y

LIABILITY SPECIFICATIONS				
#	ITEM	Specification	AAIC	Arch / Ill Nat
L1	General aggregate	\$3,000,000	Y	Y
L2	Each occurrence	\$1,000,000	Y	Y
L3	Products and completed operations aggregate	\$3,000,000	Y	In Gen Agg
L4	Personal and advertising injury	\$1,000,000	Y	Y
L5	Deductible each occurrence	\$5,000	Y	Y
L6	Bodily Injury including mental anguish	Included	Y	Y
L7	Property damage	Included	Y	Y
L8	Personal injury	Included	Y	Y
L9	Contractual liability	Covered contracts	Y	Y
L10	Fire damage liability	\$1,000,000 / Fire	Y	Y
L11	Professional liability each error or omission	\$1,000,000	Y	Y
L12	Professional liability aggregate	\$3,000,000	Y	Y
L13	Auto liability	\$1,000,000	Y	Y
L14	Public officials liability	3,000,000 Agg	Y	Y
L15	Non- monetary liability	\$5,000 per incident	Y	N
L16	Employee benefits liability - each wrongful act	\$1,000,000	Y	Y
L17	Employee benefits liability - aggregate	\$3,000,000	Y	Y
L18	Employment practices - each wrongful act	\$1,000,000	Y	Y
L19	Employment practices - aggregate	\$3,000,000	Y	Y
L20	Covered damages includes back pay	Included	N	N
L21	Libel, slander, disparagement or invasion of privacy	Included	Y	Y
L22	Fellow employee coverage	Included	N	N
L23	Employees and volunteers are named insured's	Included	Y	Y
L24	Territory	Worldwide	Y	Y
L25	Appeal bonds	Included	Y	Y
L26	Pre and post judgment interest	Included	Y	Y
L27	Coverage form - ex EBL, EPL, public officials, professional	Occurrence	Y	Y
L28	Coverage form - EBL, EPL, public officials, professional	Claims Made	N	Y
L29	Full prior acts for all claims made coverages		N	N

LIABILITY SPECIFICATIONS				
#	ITEM	DESCRIPTION	AAIC	Arch / Ill Nat
L30	Retro date for EPL	10/01/01	N	N
L31	EPL includes discrimination	Included	Y	Y
L32	EPL includes wrongful termination	Included	Y	Y
L33	EPL includes harassment	Included	Y	Y
L34	EPL includes retaliatory actions	Included	Y	Y
L35	EPL includes wrongful or excessive discipline	Included	Y	Y
L36	EPL includes wrongful hiring, supervision, dismissal	Included	Y	Y
L37	EPL includes failure to promote	Included	Y	Y
L38	EPL includes pre-termination counseling	Included	Y	Y
L39	Separation of insured's	Included	Y	Y
L40	Auto Liability applies to any auto	Included	Y	Y
L41	Hired auto	Included	Y	Y
L42	Non-owned auto	Included	Y	Y
L43	Underinsured / uninsured motorists	Included	Y	Y
L44	Auto medical payments	\$10,000	\$5,000	\$5,000
L45	Failure to supply	Included	Y	Y
L46	Extended bodily injury	Included	N	Y
L47	Extended personal injury	Included	N	Y
L48	Inverse condemnation	Included	N	N
L49	Vehicle changes are automatically covered	not reportable	N	N
L50	Water Contamination	Policy limit	Y	Y
L51	Sewer back up	Included	Y	N
L52	Defense cost in addition to limit	Included	Y	Y
L53	Railroad Protective	Included	N	N
L54	Property in care, custody and control	Policy limit	Y	N
L55	Diminution of property values	Included	N	N
L56	Punitive damages of allowed by law	Included	Y	Y
L57	Consent to settle	Included	N	N
L58	Duty to defend	Included	Y	Y

LIABILITY SPECIFICATIONS				
#	ITEM	DESCRIPTION	AAIC	Arch / Ill Nat
L59	Host liquor liability	Policy limit	Y	Y
L60	Pollution to potable water	Policy limit	Y	Y
L61	Owned and non-owned watercraft	Policy limit	Y	N
L62	Pollution from hostile fire	Policy limit	Y	N
L63	Pollution from pesticide / herbicide applications	Policy limit	Y	Y
L64	Pollution from propane or natural gas	Policy limit	Y	Y
L65	Pollution from Chlorine treatments	Policy limit	Y	Y
L66	Pollution from products exposure	Policy limit	Y	Y
L67	Pollution from disinfectant release	Policy limit	Y	N
L68	Pollution from use of chemicals for water treatment	Policy limit	Y	Y
L69	Pollution from handling of chemicals for water treatment	Policy limit	Y	Y
L70	Pollution from storage of chemicals for water treatment	Policy limit	Y	Y
L71	Pollution from discharge of chemicals for water treatment	Policy limit	Y	Y
L72	Pollution from dispersal of chemicals for water treatment	Policy limit	Y	Y
L73	Pollution from release of chemicals for water treatment	Policy limit	Y	Y
L74	Pollution from escape of chemicals for water treatment	Policy limit	Y	Y
L75	Dams	Policy limit	N	N
L76	Retention, detention, reservoirs covered	Policy limit	Y	N
L77	Professional liability includes water testing E&O	Policy limit	Y	Y
L78	Canals and Levees	Policy limit	N	N
L79	Auto coverage includes pollution	Included	Y	N
L80	Auto liability deductible	\$0	Y	Y

CRIME SPECIFICATIONS				
#	ITEM	DESCRIPTION	AAIA	CHARTIS
C1	Public employee dishonesty	\$500,000	Y	Y
C2	Faithful performance	\$500,000	Y	Y
C3	Forgery	\$500,000	\$250,000	Y
C4	Alteration	\$500,000	\$250,000	FORGERY
C5	Theft	\$500,000	\$250,000	Y
C6	Depositors Forgery	\$250,000	Y	FORGERY
C7	Disappearance	\$500,000	\$250,000	THEFT
C8	Destruction	\$500,000	\$250,000	THEFT
C9	Computer fraud	\$500,000	Y	Y
C10	Deductible	\$1,000	Y	\$5,000
C11	Fund Transfer Fraud	\$100,000	Y	COMPUTER

**UNDERGROUND STORAGE TANK SPECIFICATIONS**

#	ITEM	DESCRIPTION	Illinois Union	Zurich
U1	Each incident limit	\$1,000,000	Y	Y
U2	Aggregate limit	\$1,000,000	Y	Y
U3	Deductible	\$5,000	Y	Y



**EXCESS SPECIFICATIONS**

#	ITEM	DESCRIPTION	Evanston	Ace
E1	Excess of general liability	\$22,000,000	Y	Y
E2	Excess of auto liability	\$22,000,000	Y	Y
E3	Excess Employers Liability	\$22,000,000	Y	Y
E4	Excess of public officials liability	\$22,000,000	Y	Y
E5	Excess of employee benefits liability	\$22,000,000	Y	Y
E6	Excess of employment practices liability	\$22,000,000	Y	Y
E7	Excess of professional liability	\$22,000,000	Y	Y
E8	Follow form all primary terms	\$22,000,000	Y	Y



# DuPage Water Commission

## MEMORANDUM

TO: Terry McGhee, Acting General Manager  
FROM: Rick Skiba, Consultant *RS*  
DATE: October 7, 2010  
SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the October 14, 2010 Commission meeting:

September A/P Report	\$ 6,822,075.39
Accrued and estimated payments required before November 11, 2010 Commission meeting	870,475.00
Total	<u>\$7,692,550.39</u>

cc: Chairman and Commissioners

Accounts Payable – 2010.10.14

**DUPAGE WATER COMMISSION  
ITEMS TO BE PAID BY 11-11-10  
Board Meeting Date: October 14, 2010**

60,000.00	Blue Cross Blue Shield Health Insurance
6,000.00	Euclid Managers Dental Insurance
10,000.00	Illinois Public Risk Fund Workers Compensation
200.00	Envision Health Care
500,000.00	Exelon Energy for Utility Charges
20,000.00	ComEd Utility Charges Meter Stations
30,000.00	City of Chicago DWC Portion of Lexington Labor
150,000.00	City of Chicago DWC Portion of Lexington Electric
60,000.00	City of Chicago DWC Portion of Lexington Repairs & Maint
2,000.00	City of Naperville Meter Station Electric Bills
15,000.00	Nicor GAS
100.00	Comcast Internet Service
2,000.00	AT & T Telephone Charges
300.00	Business Card
2,000.00	Nextel Cell Phone Charges
500.00	West Law Subscription
12,375.00	irthnet

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870,475.00

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1294 ACCOUNTEMP

INV	31775096		9/08/10	9/08/10		N		ACCOUNTEMP: WK END 09/03/10		1,540.80	
	DISB		9/16/10					PO:		1,540.80	
						01	-60-6290	ACCOUNTEMP: WK END 09/03/10			1,540.80
INV	31811504		9/14/10	9/14/10		N		ACCOUNTEMP:WK END 09/10/10		1,030.41	
	DISB		9/23/10					PO:		1,030.41	
						01	-60-6290	ACCOUNTEMP:WK END 09/10/10			1,030.41
INV	31850924		9/21/10	9/21/10		N		ACCOUNTEMP: WK END 09/17/10		1,540.80	
	DISB		9/24/10					PO:		1,540.80	
						01	-60-6290	ACCOUNTEMP: WK END 09/17/10			1,540.80
INV	31890559		9/28/10	9/28/10		N		ACCOUNTEMP: WK END 09/24/10		1,434.87	
	DISB		9/30/10					PO:		1,434.87	
						01	-60-6290	ACCOUNTEMP: WK END 09/24/10			1,434.87

\*\*\*\*\* TOTALS: GROSS: 5,546.88 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,546.88 \*\*\*\*\*

01-1460 ACRES GROUP

INV	AEI_0092977		8/30/10	8/30/10		N		LANDSCAPE MAINT:AUGUST 2010		1,350.00	
	DISB		9/23/10					PO:		1,350.00	
						01	-60-6290	LANDSCAPE MAINT:AUGUST 2010			1,350.00
INV	AEI_0093638		8/31/10	8/31/10		N		LANDSCAPE MAINT: AUG 2010		2,560.00	
	DISB		9/16/10					PO:		2,560.00	
						01	-60-6290	LANDSCAPE MAINT: AUG 2010			2,560.00
INV	AEI_0093694		9/10/10	9/10/10		N		MAINTENANCES SUPPLIES		8,267.10	
	DISB		9/28/10					PO: 12335		8,267.10	
						01	-60-6560	MAINTENANCES SUPPLIES			8,267.10

\*\*\*\*\* TOTALS: GROSS: 12,177.10 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 12,177.10 \*\*\*\*\*

01-1663 AECOM

INV	60017667-15		9/10/10	9/10/10		N		WINFIELD 2ND POINT CONNECTION		1,745.78	
	DISB		9/23/10					PO:		1,745.78	
						01	-60-7113.02	WINFIELD 2ND POINT CONNECTION			1,745.78
						01	-2611	WINFIELD 2ND POINT CONNECTION			1,745.78
						01	-5900	WINFIELD 2ND POINT CONNECTION			1,745.78CR

\*\*\*\*\* TOTALS: GROSS: 1,745.78 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,745.78 \*\*\*\*\*

01-1291 ALEXANDER CHEMICAL CORPORA

INV	0440538		9/09/10	10/09/10		N		SODIUM HYPOCHLORITE		2,646.90	
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ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
-----											
01-1291		ALEXANDER CHEMICAL CORPORA** CONTINUED **									
	DISB		9/20/10				PO: 12399			2,646.90	
							01 -60-6613	SODIUM HYPOCHLORITE			2,646.90
===== TOTALS: GROSS: 2,646.90 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,646.90 =====											
01-1566		ALLIANCE FOR WATER EFFICIE									
	INV	1226	7/23/10	7/23/10			N	MEMBERSHIP DUES-8/6/10-8/5/11		2,250.00	
	DISB		9/16/10				PO: 12389			2,250.00	
							01 -60-6820	MEMBERSHIP DUES-8/6/10-8/5/11			2,250.00
===== TOTALS: GROSS: 2,250.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,250.00 =====											
01-1459		ALPHA BUILDING MAINTENANCE									
	INV	10986 DWC	10/01/10	10/31/10			N	JANITORIAL SVCS: OCT 2010		1,484.00	
	DISB		10/05/10				PO:			1,484.00	
							01 -60-6290	JANITORIAL SVCS: OCT 2010			1,484.00
	INV	10987 DWC	10/01/10	10/31/10			N	JANITORIAL SUPPLIES		128.04	
	DISB		10/05/10				PO:			128.04	
							01 -60-6290	JANITORIAL SUPPLIES			128.04
***** TOTALS: GROSS: 1,612.04 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,612.04 =====											
01-1318		ANTHONY ROOFING, LTD.									
	INV	SI05257	8/31/10	9/30/10			N	FIXING OF ROOF LEAKAGE		311.00	
	DISB		9/24/10				PO: 12396			311.00	
							01 -60-6560	FIXING OF ROOF LEAKAGE			311.00
	INV	SI05275	8/31/10	9/30/10			N	MAINTENANCE SUPPLIES		867.00	
	DISB		9/28/10				PO: 12412			867.00	
							01 -60-6560	MAINTENANCE SUPPLIES			867.00
----- TOTALS: GROSS: 1,178.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,178.00 -----											
01-1516		ARAMARK REFRESHMENT SERVIC									
	INV	527365	10/01/10	10/01/10			N	COFFEE SUPPLIES		223.21	
	DISB		10/05/10				PO: 12422			223.21	
							01 -60-6521	COFFEE SUPPLIES			223.21
===== TOTALS: GROSS: 223.21 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 223.21 =====											
01-1397		AT&T									
	INV	201009282783	9/16/10	9/16/10			N	DPPS PHONE SVC:AUG 17-SEP 16		870.85	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#			BALANCE			
-----											
01-1397	AT&T		** CONTINUED **								
	DISB		9/28/10				PO:	870.85			
						01 -60-6514.01	DPSS PHONE SVC:AUG 17-SEP 16		870.85		
	INV	201010052790	9/22/10	9/22/10		N	DPSS PHONE SVC:8/23-09/22/10	381.15			
	DISB		9/30/10				PO:	381.15			
						01 -60-6514.01	DPSS PHONE SVC:8/23-09/22/10		381.15		
===== TOTALS: GROSS: 1,252.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,252.00 =====											
01-1015	AUTOZONE, INC.										
	INV	2568437557	10/01/10	10/01/10		N	VEHICLE MAINTENANCE	7.98			
	DISB		10/05/10				PO: 12365	7.98			
						01 -60-6641	VEHICLE MAINTENANCE		7.98		
	INV	2568442235	10/05/10	10/05/10		N	VEHICLE MAINTENANCE	49.99			
	DISB		10/06/10				PO: 12365	49.99			
						01 -60-6641	VEHICLE MAINTENANCE		49.99		
===== TOTALS: GROSS: 57.97 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 57.97 =====											
01-1072	AVALON PETROLEUM COMPANY										
	INV	450873	9/09/10	9/09/10		N	GASOLINE	2,015.23			
	DISB		9/28/10				PO: 12390	2,015.23			
						01 -60-6642	GASOLINE		2,015.23		
	INV	542097	9/28/10	9/28/10		N	GASOLINE	2,096.00			
	DISB		9/30/10				PO: 12420	2,096.00			
						01 -60-6642	GASOLINE		2,096.00		
===== TOTALS: GROSS: 4,111.23 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 4,111.23 =====											
01-1525	THE BANK OF NEW YORK MELLO										
	INV	252-1502001	9/22/10	9/22/10		N	ADMIN FEE:9/1/10 TO 8/31/11	5,000.00			
	DISB		9/28/10				PO:	5,000.00			
						01 -60-6233	ADMIN FEE:9/1/10 TO 8/31/11		5,000.00		
===== TOTALS: GROSS: 5,000.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,000.00 =====											
01-1162	BEE CLEAN SPECIALTIES										
	INV	1015304	9/24/10	10/04/10		Y	MAINTENANCE SUPPLIES	75.00			
	DISB		9/29/10				PO: 12388	75.00			
						01 -60-6560	MAINTENANCE SUPPLIES		75.00		
===== TOTALS: GROSS: 75.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 75.00 =====											

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#			BALANCE	

01-1692 BRIDGEPOINT TECHNOLOGIES

INV	15010		10/01/10	10/01/10		N	FILE SHARE-DPWC.ORG-OCT 2010	75.00	
DISB			10/06/10				PO: 12130	75.00	
						01	-60-6290 FILE SHARE-DPWC.ORG-OCT 2010		75.00
INV	15017		10/01/10	10/01/10		N	PRESERVING-FILE SHARE-OCT 2010	75.00	
DISB			10/01/10				PO: 12151	75.00	
						01	-60-6290 PRESERVING-FILE SHARE-OCT 2010		75.00
INV	15018		10/01/10	10/01/10		N	PRESERVING-HOSTING-OCT 2010	50.00	
DISB			10/01/10				PO: 12151	50.00	
						01	-60-6290 PRESERVING-HOSTING-OCT 2010		50.00
INV	15021		10/01/10	10/01/10		N	HOSTING-DPWC-ORG-OCT 2010	50.00	
DISB			10/06/10				PO: 12130	50.00	
						01	-60-6290 HOSTING-DPWC-ORG-OCT 2010		50.00

===== TOTALS: GROSS: 250.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 250.00 =====

01-1023 CDW GOVERNMENT, INC.

INV	TSZ8105		8/31/10	9/30/10		N	OFFICE SUPPLIES	29.21	
DISB			9/16/10				PO: 12369	29.21	
						01	-60-6521 OFFICE SUPPLIES		29.21
INV	TVF2058		9/07/10	10/07/10		N	OFFICE SUPPLIES	79.78	
DISB			9/20/10				PO: 12369	79.78	
						01	-60-6521 OFFICE SUPPLIES		79.78
INV	TWD3536		9/10/10	10/10/10		N	VIDEO ADAPTER FOR GIS WORK STN	318.70	
DISB			9/24/10				PO: 12393	318.70	
						01	-60-6851 VIDEO ADAPTER FOR GIS WORK STN		318.70
INV	TWF3673		9/13/10	10/13/10		N	1 GB MEMORY FOR GIS WORK STN	61.25	
DISB			9/24/10				PO: 12393	61.25	
						01	-60-6851 1 GB MEMORY FOR GIS WORK STN		61.25
INV	VBRI773		9/28/10	10/28/10		N	MOUNT FOR DOCKING STATION	86.61	
DISB			9/30/10				PO: 12409	86.61	
						01	-60-6851 MOUNT FOR DOCKING STATION		86.61

===== TOTALS: GROSS: 575.55 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 575.55 =====

01-1575 CENTURY TILE

INV	3198680		8/05/10	9/04/10		N	MAINTENANCE SUPPLIES	41.46	
DISB			9/16/10				PO: 12384	41.46	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1575	CENTURY TILE		** CONTINUED **										
							01 -60-6560	MAINTENANCE SUPPLIES		41.46			
===== TOTALS: GROSS:			41.46	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	41.46	=====
01-1153	CHICAGO SUBURBAN EXPRESS,												
	INV 1682568		9/16/10	9/30/10		N		FREIGHT ON PURCH OF MAINT SUPP		40.17			
	DISB		9/23/10					PO: 12380		40.17			
							01 -60-6560	FREIGHT ON PURCH OF MAINT SUPP		40.17			
===== TOTALS: GROSS:			40.17	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	40.17	=====
01-1135	CITY OF CHICAGO SUPERINTEN												
	INV 201010062795		9/30/10	9/30/10		N		WATER BILLING: SEP 2010		4,670,514.00			
	DISB		9/30/10					PO:		4,670,514.00			
							01 -60-6611.01	WATER BILLING: SEP 2010		5,189,460.00			
							01 -1398	WATER BILLING: SEP 2010		518,946.00CR			
===== TOTALS: GROSS:			4,670,514.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,670,514.00	=====
01-1179	CHICAGO TRIBUNE												
	INV 985425001		9/26/10	10/11/10		N		LEGAL NOTICE		2,870.00			
	DISB		9/30/10					PO: 12407		2,870.00			
							01 -60-6258	LEGAL NOTICE		2,870.00			
===== TOTALS: GROSS:			2,870.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,870.00	=====
01-1091	CINTAS FIRST AID & SAFETY												
	INV 0343663684		9/13/10	9/13/10		N		FIRST AID SUPPLIES		179.63			
	DISB		9/28/10					PO: 12415		179.63			
							01 -60-6627	FIRST AID SUPPLIES		179.63			
===== TOTALS: GROSS:			179.63	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	179.63	=====
01-1398	COMCAST												
	INV 201009292785		9/20/10	9/20/10		N		INTERNET SVC: OCT 2010		99.95			
	DISB		9/29/10					PO:		99.95			
							01 -60-6514.01	INTERNET SVC: OCT 2010		99.95			
===== TOTALS: GROSS:			99.95	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	99.95	=====
01-1009	COMED												
	INV 201010062796		9/10/10	10/25/10		N		METER STN ELEC:3075056060		73.73			



ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1009	COMED		** CONTINUED **										
	DISB		9/30/10					PO:		73.73			
								01 -60-6612.02	8/11/10 TO 9/10/10		73.73		
	INV	201010072797	9/30/10	11/14/10		N		METER STATION ELECTRIC		4,858.20			
	DISB		9/30/10					PO:		4,858.20			
								01 -60-6612.02	METER STATION ELECTRIC		4,858.20		
===== TOTALS:			GROSS:	4,931.93	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,931.93	=====
01-1733	COMED												
	INV	201010052791	9/28/10	9/28/10		N		METER STN ELEC:1691064106		29.74			
	DISB		9/30/10					PO:		29.74			
								01 -60-6612.02	08/27/10-09/27/10		29.74		
===== TOTALS:			GROSS:	29.74	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	29.74	=====
01-1333	DATA FLOW												
	INV	57633	9/23/10	10/23/10		N		OFFICE SUPPLIES		43.09			
	DISB		9/28/10					PO: 12377		43.09			
								01 -60-6521	OFFICE SUPPLIES		43.09		
===== TOTALS:			GROSS:	43.09	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	43.09	=====
01-1143	DISCOUNT TIRE CO. INC.												
	INV	8729394	9/21/10	9/21/10		N		VEHICLE MAINTENANCE:M99818		1,098.00			
	DISB		9/28/10					PO: 12414		1,098.00			
								01 -60-6641	VEHICLE MAINTENANCE:M99818		1,098.00		
===== TOTALS:			GROSS:	1,098.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,098.00	=====
01-1674	ECO PROMOTIONAL PRODUCTS,												
	INV	10569	7/23/10	7/23/10		N		WATER CONSERVATION PROGRAM		2,240.29			
	DISB		9/28/10					PO: 12267		2,240.29			
								01 -60-6210	WATER CONSERVATION PROGRAM		2,240.29		
===== TOTALS:			GROSS:	2,240.29	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,240.29	=====
01-1569	EDWARD COUGHLIN												
	INV	201009232772	9/15/10	9/15/10		Y		SECURITY : 09/09/10		150.00			
	DISB		9/23/10					PO:		150.00			
								01 -60-6591	SECURITY : 09/09/10		150.00		
===== TOTALS:			GROSS:	150.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	150.00	=====

O P E N I T E M R E P O R T

D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1654 ELECSYS CORPORATION

INV	90319		8/31/10	8/31/10		N		DEFAULT CP GROUP MSGS- AUG 10		90.00	
DISB			9/16/10					PO:		90.00	
						01	-60-6514.02	DEFAULT CP GROUP MSGS- AUG 10			90.00

\*\*\*\*\* TOTALS: GROSS: 90.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 90.00 \*\*\*\*\*

01-1720 ELIJAH TECHNOLOGIES

INV	2696		1/27/10	1/27/10		N		LEGAL SERVICES		487.50	
DISB			9/30/10					PO:		487.50	
						01	-60-6253	LEGAL SERVICES			487.50

\*\*\*\*\* TOTALS: GROSS: 487.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 487.50 \*\*\*\*\*

01-1233 ELMHURST MEMORIAL HOSPITAL

INV	58740		9/13/10	9/13/10		N		EMPLOYEE FITNESS TEST		210.00	
DISB			9/23/10					PO: 12304		210.00	
						01	-60-6191	EMPLOYEE FITNESS TEST			210.00

INV	59998		9/07/10	9/07/10		N		YLY EMP EXAMS- JOE MOX		290.00	
DISB			9/16/10					PO: 12304		290.00	
						01	-60-6191	YLY EMP EXAMS- JOE MOX			290.00

INV	60204		9/20/10	9/20/10		N		EMPLOYEE RESP FIT TESTING		490.00	
DISB			9/24/10					PO: 12304		490.00	
						01	-60-6191	EMPLOYEE RESP FIT TESTING			490.00

\*\*\*\*\* TOTALS: GROSS: 990.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 990.00 \*\*\*\*\*

01-1097 ELMHURST PLAZA STANDARD IN

INV	16670		9/07/10	9/07/10		N		VEHICLE MAINT:M63637		7.00	
DISB			9/10/10					PO: 12325		7.00	
						01	-60-6641	VEHICLE MAINT:M63637			7.00

\*\*\*\*\* TOTALS: GROSS: 7.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 7.00 \*\*\*\*\*

01-1683 EMERSON NETWORK POWER

INV	SI3615952		9/16/10	9/16/10		N		BATTERY REPLMNT IN UPS SYSTEM		16,398.00	
DISB			9/23/10					PO: 12262		16,398.00	
						01	-60-6560	BATTERY REPLMNT IN UPS SYSTEM			16,398.00

\*\*\*\*\* TOTALS: GROSS: 16,398.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 16,398.00 \*\*\*\*\*

01-1446 EN ENGINEERING, LLC

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1446	EN	ENGINEERING, LLC	** CONTINUED **								
	INV	0027250	9/01/10	10/01/10		N		IND CORROSION ASSISTANCE		1,631.40	
	DISB		9/20/10					PO:		1,631.40	
						01	-60-6632	IND CORROSION ASSISTANCE			1,631.40
	INV	0027251	9/01/10	10/01/10		N		CCMP- TEST POINT READINGS		3,579.90	
	DISB		9/20/10					PO:		3,579.90	
						01	-60-6632	CCMP- TEST POINT READINGS			3,579.90
	INV	0027252	9/01/10	10/01/10		N		CCMP- CLOSE INTERVAL SURVEY		604.28	
	DISB		9/20/10					PO:		604.28	
						01	-60-6632	CCMP- CLOSE INTERVAL SURVEY			604.28
	INV	0027295	9/01/10	10/01/10		N		OUTERBELT MAIN CP DESIGN		2,262.25	
	DISB		9/20/10					PO:		2,262.25	
						01	-60-6632	OUTERBELT MAIN CP DESIGN			2,262.25
===== TOTALS: GROSS:			8,077.83	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 8,077.83 =====
01-1578	EXELON	ENERGY INC.									
	INV	100401600110	9/18/10	10/02/10		N		DPPS ELEC SVC: 8/2/10-8/31/10		426,567.52	
	DISB		9/24/10					PO:		426,567.52	
						01	-60-6612.01	DPPS ELEC SVC: 8/2/10-8/31/10			424,872.69
						01	-60-6612.01	LATE FEES			1,694.83
===== TOTALS: GROSS:			426,567.52	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 426,567.52 =====
01-1065	FEDEX										
	INV	7-233-43093	9/22/10	9/22/10		N		OVERNIGHT MAIL		999.03	
	DISB		9/28/10					PO:		999.03	
						01	-60-6532	OVERNIGHT MAIL			999.03
===== TOTALS: GROSS:			999.03	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 999.03 =====
01-1570	FIVE STAR	SAFETY EQUIPMENT									
	INV	2436916	9/14/10	10/14/10		N		SCADA/INSTRUMENTATION		236.00	
	DISB		9/23/10					PO: 12383		236.00	
						01	-60-6624	SCADA/INSTRUMENTATION			236.00
===== TOTALS: GROSS:			236.00	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL: 236.00 =====
01-1172	FULLIFE	SAFETY CENTER									
	INV	13756	9/15/10	10/15/10		Y		HARD HATS/SAFETY VESTS		142.50	
	DISB		9/28/10					PO: 12413		142.50	

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1172		FULLIFE SAFETY CENTER	** CONTINUED **										
							01	-60-6626	HARD HATS/SAFETY VESTS		142.50		
***** TOTALS:			GROSS:	142.50	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	142.50	*****
01-1166		GLENBARD ELECTRIC SUPPLY,											
	INV	1087666-5001	9/10/10	10/10/10		N		METER STN SUPPLIES		1,369.82			
	DISB		9/30/10					PO: 12379		1,369.82			
						01	-60-6633	METER STN SUPPLIES			1,369.82		
	INV	1087666-5003	9/30/10	10/30/10		N		METER STN SUPPLIES		180.20			
	DISB		9/30/10					PO: 12379		180.20			
						01	-60-6633	METER STN SUPPLIES			180.20		
	INV	10876665002	9/17/10	10/17/10		N		METER STN SUPPLIES		238.00			
	DISB		9/30/10					PO: 12379		238.00			
						01	-60-6633	METER STN SUPPLIES			238.00		
***** TOTALS:			GROSS:	1,788.02	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,788.02	*****
01-1064		GOVERNMENT FINANCE OFFICER											
	INV	0136001	9/29/10	9/29/10		N		MEMBERSHIP DUES-MAY 10-APR 11		160.00			
	DISB		9/30/10					PO:		160.00			
						01	-60-6540	MEMBERSHIP DUES-MAY 10-APR 11			160.00		
***** TOTALS:			GROSS:	160.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	160.00	*****
01-1055		GRAINGER											
	CM	9340782565	9/07/10	9/07/10		N		RETURN OF MAINT SUPPLIES		12.28CR			
	DISB		9/16/10					PO: 12307		12.28CR			
						01	-60-6560	RETURN OF MAINT SUPPLIES			12.28CR		
	CM	9340782573	9/07/10	9/07/10		N		RETURN OF MAINT SUPPLIES		140.58CR			
	DISB		9/16/10					PO: 12307		140.58CR			
						01	-60-6560	RETURN OF MAINT SUPPLIES			140.58CR		
	CM	9350182771	9/17/10	9/17/10		N		RETURN OF PUMP		411.90CR			
	DISB		9/28/10					PO: 12307		411.90CR			
						01	-60-6560	RETURN OF PUMP			411.90CR		
	INV	9335692365	8/30/10	9/29/10		N		MAINTENANCE SUPPLIES		140.58			
	DISB		9/16/10					PO: 12307		140.58			
						01	-60-6560	MAINTENANCE SUPPLIES			140.58		
	INV	9338170146	9/01/10	10/01/10		N		MAINTENANCE SUPPLIES		12.28			
	DISB		9/16/10					PO: 12307		12.28			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-		
	BANK		POST DT	DISC DT	CHECK#			BALANCE			
01-1055	GRAINGER		** CONTINUED **								
						01	-60-6560 MAINTENANCE SUPPLIES		12.28		
INV		9340092072	9/03/10	10/03/10		N	MAINTENANCE SUPPLIES	411.90			
	DISB		9/28/10				PO: 12307	411.90			
						01	-60-6560 MAINTENANCE SUPPLIES		411.90		
INV		9342675452	9/08/10	10/08/10		N	METER STN SUPPLIES	357.02			
	DISB		9/23/10				PO: 12381	357.02			
						01	-60-6633 METER STN SUPPLIES		357.02		
INV		9342991453	9/08/10	10/08/10		N	METER STN SUPPLIES	528.32			
	DISB		9/23/10				PO: 12381	528.32			
						01	-60-6633 METER STN SUPPLIES		528.32		
INV		9343705712	9/09/10	10/09/10		N	MAINTENANCE SUPPLIES	27.33			
	DISB		9/16/10				PO: 12307	27.33			
						01	-60-6560 MAINTENANCE SUPPLIES		27.33		
INV		9343705720	9/09/10	10/09/10		N	MAINTENANCE SUPPLIES	165.23			
	DISB		9/16/10				PO: 12307	165.23			
						01	-60-6560 MAINTENANCE SUPPLIES		165.23		
INV		9346517817	9/14/10	10/14/10		N	SCADA/INSTRUMENTATION	147.97			
	DISB		9/23/10				PO: 12381	147.97			
						01	-60-6624 SCADA/INSTRUMENTATION		147.97		
INV		9350242476	9/17/10	10/17/10		N	MAINTENANCE SUPPLIES	91.39			
	DISB		9/28/10				PO: 12307	91.39			
						01	-60-6560 MAINTENANCE SUPPLIES		91.39		
INV		9350619251	9/20/10	10/20/10		N	MAINTENANCE SUPPLIES	11.55			
	DISB		9/28/10				PO: 12317	11.55			
						01	-60-6633 MAINTENANCE SUPPLIES		11.55		
INV		9350619269	9/20/10	10/20/10		N	MAINTENANCE SUPPLIES	5.11			
	DISB		9/28/10				PO: 12307	5.11			
						01	-60-6560 MAINTENANCE SUPPLIES		5.11		
INV		9351157343	9/20/10	10/20/10		N	MAINTENANCE SUPPLIES	74.68			
	DISB		9/28/10				PO: 12307	74.68			
						01	-60-6560 MAINTENANCE SUPPLIES		74.68		
INV		9351157350	9/20/10	10/20/10		N	MAINTENANCE SUPPLIES	186.75			
	DISB		9/28/10				PO: 12307	186.75			
						01	-60-6560 MAINTENANCE SUPPLIES		186.75		
INV		9353470108	9/22/10	10/22/10		N	MAINTENANCE SUPPLIES	49.04			
	DISB		9/28/10				PO: 12307	49.04			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1055 GRAINGER                   \*\* CONTINUED \*\*

								01 -60-6560	MAINTENANCE SUPPLIES		49.04
INV		9354557440	9/23/10	10/23/10			N		MAINTENANCE SUPPLIES	2.66	
	DISB		9/28/10					PO: 12307		2.66	
								01 -60-6560	MAINTENANCE SUPPLIES		2.66
INV		9357792879	9/28/10	10/28/10			N		MAINTENANCE SUPPLIES	640.58	
	DISB		9/30/10					PO: 12307		640.58	
								01 -60-6560	MAINTENANCE SUPPLIES		640.58
INV		9359421576	9/29/10	10/29/10			N		MAINTENANCE SUPPLIES	90.22	
	DISB		9/30/10					PO: 12307		90.22	
								01 -60-6560	MAINTENANCE SUPPLIES		90.22
INV		9359421584	9/29/10	10/29/10			N		MAINTENANCE SUPPLIES	18.14	
	DISB		9/30/10					PO: 12307		18.14	
								01 -60-6560	MAINTENANCE SUPPLIES		18.14
INV		9360618228	9/30/10	10/30/10			N		MAINTENANCE SUPPLIES	272.08	
	DISB		9/30/10					PO: 12307		272.08	
								01 -60-6560	MAINTENANCE SUPPLIES		272.08

===== TOTALS:   GROSS:   2,668.07   PAYMENTS:   0.00   DISCS:   0.00   ADJS:   0.00   BAL:   2,668.07   =====

01-1399 GREELEY AND HANSEN

INV	INV-0000324491	9/14/10	9/14/10				Y		LEX PS - VARIABLE FREQ DRIVES	1,411.35	
	DISB		9/20/10					PO:		1,411.35	
								01 -60-8203.02	LEX PS - VARIABLE FREQ DRIVES		1,411.35
								01 -60-8203.04	LEX PS - VARIABLE FREQ DRIVES		705.67CR
								01 -1398.01	LEX PS - VARIABLE FREQ DRIVES		705.67
INV	INV-0000324493	9/14/10	9/14/10				Y		LEX PS - PHOTOVOLTAIC CELLS	38,744.97	
	DISB		9/20/10					PO:		38,744.97	
								01 -60-8202.02	LEX PS - PHOTOVOLTAIC CELLS		38,744.97
								01 -60-8202.04	LEX PS - PHOTOVOLTAIC CELLS		19,372.48CR
								01 -1398.01	LEX PS - PHOTOVOLTAIC CELLS		19,372.48
INV	INV-0000324495	9/14/10	9/14/10				Y		LEX PS - EMERG GEN FACILITIES	3,164.85	
	DISB		9/20/10					PO:		3,164.85	
								01 -60-8201.02	LEX PS - EMERG GEN FACILITIES		3,164.85
								01 -60-8201.04	LEX PS - EMERG GEN FACILITIES		1,582.42CR
								01 -1398.01	LEX PS - EMERG GEN FACILITIES		1,582.42

===== TOTALS:   GROSS:   43,321.17   PAYMENTS:   0.00   DISCS:   0.00   ADJS:   0.00   BAL:   43,321.17   =====

01-1068 HACH COMPANY

INV	6907397	9/15/10	10/15/10				N		WATER TESTING SUPPLIES	1,091.95	
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OPEN ITEM REPORT

DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
	BANK		POST DT	DISC DT	CHECK#					BALANCE			
01-1068	HACH COMPANY		** CONTINUED **										
	DISB		9/23/10					PO: 12395		1,091.95			
								01 -60-6614	WATER TESTING SUPPLIES		1,091.95		
***** TOTALS:			GROSS:	1,091.95	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,091.95	*****
01-1101	HOLLAND & KNIGHT LLP												
	INV	2560638	9/15/10	9/15/10		Y		LEGAL SERVICES: AUGUST 2010		1,536.80			
	DISB		9/23/10					PO:		1,536.80			
								01 -60-6251	LEGAL SERVICES: AUGUST 2010		1,536.80		
***** TOTALS:			GROSS:	1,536.80	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,536.80	*****
01-1050	HOME DEPOT CREDIT SERVICES												
	CM	3176886	10/04/10	10/04/10		N		RETURN OF MAINT SUPPLIES		24.22CR			
	DISB		10/05/10					PO: 12143		24.22CR			
								01 -60-6560	RETURN OF MAINT SUPPLIES		24.22CR		
	INV	1090718	9/16/10	9/16/10		N		METER STN SUPPLIES		61.97			
	DISB		9/23/10					PO: 12143		61.97			
								01 -60-6633	METER STN SUPPLIES		61.97		
	INV	3014032	9/24/10	9/24/10		N		MAINTENANCE SUPPLIES		21.63			
	DISB		9/28/10					PO: 12143		21.63			
								01 -60-6560	MAINTENANCE SUPPLIES		21.63		
	INV	3176888	10/04/10	10/04/10		N		MAINTENANCE SUPPLIES		22.37			
	DISB		10/05/10					PO: 12143		22.37			
								01 -60-6560	MAINTENANCE SUPPLIES		22.37		
	INV	3560829	10/04/10	10/04/10		N		MAINTENANCE SUPPLIES		24.22			
	DISB		10/05/10					PO: 12143		24.22			
								01 -60-6560	MAINTENANCE SUPPLIES		24.22		
	INV	4123835	10/03/10	10/03/10		N		MAINTENANCES SUPPLIES		25.48			
	DISB		10/05/10					PO: 12143		25.48			
								01 -60-6560	MAINTENANCES SUPPLIES		25.48		
	INV	5028662	10/02/10	10/02/10		N		MAINTENANCE SUPPLIES		27.30			
	DISB		10/05/10					PO: 12143		27.30			
								01 -60-6560	MAINTENANCE SUPPLIES		27.30		
	INV	7142883	9/20/10	9/20/10		N		METER STN SUPPLIES		26.66			
	DISB		9/24/10					PO: 12143		26.66			
								01 -60-6633	METER STN SUPPLIES		26.66		
	INV	9014460	9/28/10	9/28/10		N		MAINTENANCE SUPPLIES		51.82			

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-					
	BANK		POST DT	DISC DT	CHECK#			BALANCE						
-----														
01-1050		HOME DEPOT CREDIT SERVICES** CONTINUED **												
	DISB		9/29/10				PO: 12143	51.82						
							01 -60-6560 MAINTENANCE SUPPLIES		51.82					
	INV	9063941	7/30/10	7/30/10		N	MAINTENANCE SUPPLIES	84.57						
	DISB		9/16/10				PO: 12143	84.57						
							01 -60-6560 MAINTENANCE SUPPLIES		84.57					
	INV	9565019	9/18/10	9/18/10		N	MAINTENANCE SUPPLIES	10.91						
	DISB		9/23/10				PO: 12143	10.91						
							01 -60-6560 MAINTENANCE SUPPLIES		10.91					
***** TOTALS: GROSS:			332.71	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	332.71	*****
01-1057		HSQ TECHNOLOGY												
	INV	05-2582/10370	9/16/10	10/16/10		N	SCADA SUP MAINT AGMT:OCT 2010	525.00						
	DISB		9/23/10				PO: 12074	525.00						
							01 -60-6624 SCADA SUP MAINT AGMT:OCT 2010		525.00					
***** TOTALS: GROSS:			525.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	525.00	*****
01-1225		IKON OFFICE SOLUTIONS												
	INV	5015080898	9/22/10	10/02/10		N	YLY BASE CHGS:9/24/10-9/23/11	216.72						
	DISB		9/28/10				PO:	216.72						
							01 -60-6550 YLY BASE CHGS:9/24/10-9/23/11		216.72					
	INV	5015080901	9/22/10	10/02/10		N	COPIER USAGE:8/25 TO 9/24/10	582.12						
	DISB		9/28/10				PO:	582.12						
							01 -60-6550 COPIER USAGE:8/25 TO 9/24/10		582.12					
***** TOTALS: GROSS:			798.84	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	798.84	*****
01-1740		INTERCALL												
	INV	1740305427	8/31/10	8/31/10		N	TELEPHONE CONFERENCING	23.58						
	DISB		9/16/10				PO: 12220	23.58						
							01 -60-6514.01 TELEPHONE CONFERENCING		22.69					
							01 -60-6514.01 LATE FEES		0.89					
***** TOTALS: GROSS:			23.58	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	23.58	*****
01-1706		JENNER & BLOCK LLP												
	INV	9178605	9/30/10	9/30/10		N	LEGAL SERVICES	31,884.04						
	DISB		9/30/10				PO:	31,884.04						
							01 -60-6253 LEGAL SERVICES		31,884.04					
***** TOTALS: GROSS:			31,884.04	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	31,884.04	*****



OPEN ITEM REPORT

DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1616 JJ HENDERSON & SON

INV	PAYMENT # 16		9/24/10	9/24/10		N		PSC-4/08 PAYMENT # 16		806,433.50	
DISB			9/24/10					PO:		806,433.50	
							01	-60-8201.01	PSC-4/08 PAYMENT # 16		865,858.98
							01	-60-8201.04	PSC-4/08 PAYMENT # 16		432,929.49CR
							01	-60-8203.01	PSC-4/08 PAYMENT # 16		30,178.25
							01	-60-8203.04	PSC-4/08 PAYMENT # 16		15,089.13CR
							01	-1398.01	PSC-4/08 PAYMENT # 16		448,018.62
							01	-2520	PSC-4/08 PAYMENT # 16		89,603.73CR

===== TOTALS: GROSS: 806,433.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 806,433.50 =====

01-1033 JOLIET JUNIOR COLLEGE

INV	0354233F10		9/13/10	10/13/10		Y		TRAINING		590.00	
DISB			9/16/10					PO: 12299		590.00	
							01	-60-6132	TRAINING		590.00
INV	0354233F10A		9/15/10	10/15/10		Y		TRAINING:GRIFFIN & GUDAITIS		2,270.00	
DISB			9/28/10					PO: 12405		2,270.00	
							01	-60-6132	TRAINING:GRIFFIN & GUDAITIS		2,270.00

===== TOTALS: GROSS: 2,860.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 2,860.00 =====

01-1032 JULIE, INC.

INV	08-10-0450		8/31/10	9/30/10		N		UTILITY LOCATES: AUG 2010		5,835.00	
DISB			9/10/10					PO:		5,835.00	
							01	-60-6634	UTILITY LOCATES: AUG 2010		5,835.00

===== TOTALS: GROSS: 5,835.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,835.00 =====

01-1196 KARA COMPANY, INC.

INV	266189		9/24/10	10/24/10		N		VERIZON LINE DATA GPS		60.70	
DISB			9/30/10					PO: 12112		60.70	
							01	-60-6514.02	VERIZON LINE DATA GPS		60.70

===== TOTALS: GROSS: 60.70 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 60.70 =====

01-1753 LANER MUCHIN

INV	366340		9/30/10	9/30/10		Y		LEGAL SERVICES		1,435.00	
DISB			9/30/10					PO:		1,435.00	
							01	-60-6253	LEGAL SERVICES		1,435.00

===== TOTALS: GROSS: 1,435.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,435.00 =====

OPEN ITEM REPORT

DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1608 MARTAM CONSTRUCTION, INC.

INV	PAYMENT # 2		9/24/10	10/09/10		N		MS-17/10 WINFIELD MS 27B		42,597.36	
DISB			9/30/10					PO:		42,597.36	
						01	-60-7113.01	MS-17/10 WINFIELD MS 27B			47,330.40
						01	-2520	MS-17/10 WINFIELD MS 27B			4,733.04CR

===== TOTALS: GROSS: 42,597.36 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 42,597.36 =====

01-1054 MCMASTER-CARR SUPPLY COMPA

INV	65499113		9/16/10	10/16/10		N		MAINTENANCE SUPPLIES		587.07	
DISB			9/23/10					PO: 12380		587.07	
						01	-60-6560	MAINTENANCE SUPPLIES			587.07

===== TOTALS: GROSS: 587.07 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 587.07 =====

01-1069 MEL'S ACE HARDWARE

INV	414127/4		9/02/10	9/02/10		N		MAINTENANCE SUPPLIES		3.38	
DISB			9/10/10					PO: 12291		3.38	
						01	-60-6560	MAINTENANCE SUPPLIES			3.38
INV	414183/4		9/08/10	9/08/10		N		MAINTENANCE SUPPLIES		47.99	
DISB			9/16/10					PO: 12324		47.99	
						01	-60-6560	MAINTENANCE SUPPLIES			47.99
INV	414212/4		9/11/10	9/11/10		N		MAINTENANCE SUPPLIES		17.52	
DISB			9/20/10					PO: 12324		17.52	
						01	-60-6560	MAINTENANCE SUPPLIES			17.52
INV	414218/4		9/13/10	9/13/10		N		METER STN SUPPLIES		12.40	
DISB			9/20/10					PO: 12324		12.40	
						01	-60-6633	METER STN SUPPLIES			12.40
INV	414226/4		9/13/10	9/13/10		N		PUMPING SERVICES		33.24	
DISB			9/20/10					PO: 12324		33.24	
						01	-60-6621	PUMPING SERVICES			33.24
INV	414285/4		9/21/10	9/21/10		N		MEL'S ACE HARDWARE		33.62	
DISB			9/28/10					PO: 12324		33.62	
						01	-60-6560	MEL'S ACE HARDWARE			33.62
INV	414338/4		9/26/10	9/26/10		N		MAINTENANCE SUPPLIES		53.08	
DISB			9/30/10					PO: 12324		53.08	
						01	-60-6560	MAINTENANCE SUPPLIES			53.08

===== TOTALS: GROSS: 201.23 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 201.23 =====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR TYPE ---ID--- ITEM DT/ DUE DT/ PAY DT/ 1099 ----- DESCRIPTION ----- GROSS/ -DISTRIBUTION-  
BANK POST DT DISC DT CHECK# BALANCE

01-1051 MENARDS - HILLSIDE

INV	80132	9/12/10	9/12/10	N	MAINTENANCE SUPPLIES	106.05				
DISB		9/20/10			PO: 12323	106.05				
				01	-60-6560 MAINTENANCE SUPPLIES				106.05	
INV	80545	9/13/10	9/13/10	N	MAINTENANCE SUPPLIES	121.45				
DISB		9/20/10			PO: 12323	121.45				
				01	-60-6560 MAINTENANCE SUPPLIES				121.45	
INV	80850	9/14/10	9/14/10	N	MAINTENANCE SUPPLIES	30.44				
DISB		9/20/10			PO: 12323	30.44				
				01	-60-6560 MAINTENANCE SUPPLIES				30.44	
INV	80892	9/15/10	9/15/10	N	MAINTENANCE SUPPLIES	108.93				
DISB		9/23/10			PO: 12323	108.93				
				01	-60-6560 MAINTENANCE SUPPLIES				108.93	
INV	82267	9/20/10	9/20/10	N	MAINTENANCE SUPPLIES	8.65				
DISB		9/23/10			PO: 12323	8.65				
				01	-60-6560 MAINTENANCE SUPPLIES				8.65	
INV	82466	9/20/10	9/20/10	N	MAINTENANCE SUPPLIES	13.44				
DISB		9/23/10			PO: 12323	13.44				
				01	-60-6560 MAINTENANCE SUPPLIES				13.44	
INV	82988	9/23/10	9/23/10	N	MAINTENANCE SUPPLIES	29.40				
DISB		9/28/10			PO: 12323	29.40				
				01	-60-6560 MAINTENANCE SUPPLIES				29.40	
INV	84883	9/30/10	9/30/10	N	METER STN SUPPLIES	20.66				
DISB		9/30/10			PO: 12323	20.66				
				01	-60-6633 METER STN SUPPLIES				20.66	
INV	84936	9/30/10	9/30/10	N	MAINTENANCE SUPPLIES	59.80				
DISB		9/30/10			PO: 12323	59.80				
				01	-60-6560 MAINTENANCE SUPPLIES				59.80	

\*\*\*\*\* TOTALS: GROSS: 498.82 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 498.82 \*\*\*\*\*

01-1194 MK BATTERY

INV	IV398043	9/22/10	10/22/10	N	MAINTENANCE SUPPLIES	68.00				
DISB		9/28/10			PO: 12404	68.00				
				01	-60-6560 MAINTENANCE SUPPLIES				68.00	
INV	IV398274	9/23/10	10/23/10	N	MAINTENANCE SUPPLIES	204.00				
DISB		9/28/10			PO: 12404	204.00				

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1194 MK BATTERY                   \*\* CONTINUED \*\*

								01 -60-6560	MAINTENANCE SUPPLIES		204.00
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===== TOTALS:   GROSS:           272.00   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           272.00   =====

01-1021 NAPERVILLE, CITY OF

INV	201009292786		9/22/10	10/17/10				N	METER STN ELEC:63519-124896		84.79
	DISB		9/29/10						PO:		84.79
								01 -60-6612.02	08/04/10 TO 09/01/10		84.79
INV	201009292787		9/22/10	10/17/10				N	METER STN ELEC:63519-46646		36.51
	DISB		9/29/10						PO:		36.51
								01 -60-6612.02	08/05/10 TO 08/31/10		36.51
INV	201009292788		9/22/10	10/17/10				N	METER STN ELEC:63519-125058		27.75
	DISB		9/29/10						PO:		27.75
								01 -60-6612.02	08/05/10 TO 09/02/10		27.75
INV	201010012789		9/24/10	10/19/10				N	METER STN ELEC:63519-53664		33.17
	DISB		9/30/10						PO:		33.17
								01 -60-6612.02	08/09/10 TO 09/06/10		33.17
INV	201010052792		9/28/10	10/23/10				N	METER STN ELEC:63519-62606		42.15
	DISB		9/30/10						PO:		42.15
								01 -60-6612.02	08/11/10 TO 09/08/10		42.15

===== TOTALS:   GROSS:           224.37   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           224.37   =====

01-1070 NATIONAL CITY BANK

INV	201009282784		9/22/10	9/22/10				N	SAFEKEEPING FEES: AUG 2010		975.00
	DISB		9/28/10						PO:		975.00
								01 -60-6233	SAFEKEEPING FEES: AUG 2010		975.00

----- TOTALS:   GROSS:           975.00   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           975.00   -----

01-1748 NATIONAL PUMP & COMPRESSOR

INV	560641-0001		10/04/10	10/04/10				Y	MAINTENANCE SUPPLIES		126.54
	DISB		10/06/10						PO: 12400		126.54
								01 -60-6560	MAINTENANCE SUPPLIES		126.54

----- TOTALS:   GROSS:           126.54   PAYMENTS:           0.00   DISCS:           0.00   ADJS:           0.00   BAL:           126.54   -----

01-1110 NEWARK

INV	19454250		9/02/10	10/02/10				N	METER STN SUPPLIES		61.71
	DISB		9/10/10						PO: 12376		61.71

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/ 1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-				
	BANK		POST DT	DISC DT	CHECK#				BALANCE					
01-1110	NEWARK		** CONTINUED **											
						01 -60-6633	METER STN SUPPLIES			61.71				
	INV	19520809	9/20/10	10/20/10		N	METER STN SUPPLIES		103.82					
	DISB		9/29/10				PO: 12397		103.82					
						01 -60-6633	METER STN SUPPLIES			103.82				
***** TOTALS: GROSS:			165.53	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	165.53	*****
01-1756	NORTHERN TRUST COMPANY													
	INV	201009242780	9/23/10	9/23/10		N	INTEREST ON 40 M NT BOND		500,000.00					
	DISB		9/24/10				PO:		500,000.00					
						01 -2445	INTEREST ON 40 M NT BOND			500,000.00				
***** TOTALS: GROSS:			500,000.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	500,000.00	*****
01-1395	OFFICE DEPOT													
	INV	531899109001	8/31/10	9/30/10		N	OFFICE SUPPLIES		93.32					
	DISB		9/10/10				PO: 12370		93.32					
						01 -60-6521	OFFICE SUPPLIES			93.32				
	INV	533280478001	9/10/10	10/10/10		N	OFFICE SUPPLIES		216.47					
	DISB		9/23/10				PO: 12385		216.47					
						01 -60-6521	OFFICE SUPPLIES			216.47				
	INV	534593382001	9/21/10	10/21/10		N	OFFICE SUPPLIES		262.80					
	DISB		9/30/10				PO: 12410		262.80					
						01 -60-6521	OFFICE SUPPLIES			262.80				
***** TOTALS: GROSS:			572.59	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	572.59	*****
01-1520	ORKIN													
	INV	57504223	8/24/10	8/24/10		N	PEST CONTROL SERVICE		16.56					
	DISB		9/24/10				PO: 12398		16.56					
						01 -60-6560	PEST CONTROL SERVICE			16.56				
***** TOTALS: GROSS:			16.56	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	16.56	*****
01-1321	PERSPECTIVES, LTD.													
	INV	69885	10/01/10	10/01/10		N	EMPLOYEE ASSIST: OCT-DEC 2010		273.00					
	DISB		10/06/10				PO:		273.00					
						01 -60-6191	EMPLOYEE ASSIST: OCT-DEC 2010			273.00				
***** TOTALS: GROSS:			273.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	273.00	*****
01-1279	PETERS & ASSOCIATES													

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
01-1279		PETERS & ASSOCIATES	** CONTINUED **										
	INV	43784	9/09/10	9/19/10		N		RMM-MONITORING- SEPT 2010		200.00			
	DISB		9/16/10					PO: 12223		200.00			
							01	-60-6290	RMM-MONITORING- SEPT 2010		200.00		
***** TOTALS:			GROSS:	200.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	200.00	*****
01-1114		PITNEY BOWES											
	INV	5795233-SP10	9/13/10	9/13/10		N		POSTAGE METER RENTAL		537.00			
	DISB		9/23/10					PO:		537.00			
							01	-60-6550	POSTAGE METER RENTAL		537.00		
***** TOTALS:			GROSS:	537.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	537.00	*****
01-1289		PRAXAIR DISTRIBUTION INC.											
	INV	37453930	8/27/10	9/26/10		N		MAINTENANCE SUPPLIES		287.52			
	DISB		9/16/10					PO: 12387		287.52			
							01	-60-6560	MAINTENANCE SUPPLIES		287.52		
***** TOTALS:			GROSS:	287.52	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	287.52	*****
01-1664		PROGRAM ONE PROFESSIONAL B											
	INV	27767	9/22/10	9/22/10		N		WINDOW CLEANING:09/14/10		515.00			
	DISB		9/28/10					PO:		515.00			
							01	-60-6290	WINDOW CLEANING:09/14/10		515.00		
***** TOTALS:			GROSS:	515.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	515.00	*****
01-1757		PROSAFETY INC											
	INV	2/674290	9/20/10	9/20/10		N		YELLOW SLUSH BOOT		18.95			
	DISB		9/24/10					PO: 12401		18.95			
							01	-60-6633	YELLOW SLUSH BOOT		18.95		
***** TOTALS:			GROSS:	18.95	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	18.95	*****
01-1759		RADIODETECTION											
	INV	CD138007	9/14/10	9/14/10		N		REPAIR ON PIPE LOCATOR		226.16			
	DISB		9/30/10					PO: 12430		226.16			
							01	-60-6634	REPAIR ON PIPE LOCATOR		226.16		
	INV	CD138008	9/14/10	9/14/10		N		REPAIR ON PIPE LOCATOR		132.50			
	DISB		9/30/10					PO: 12430		132.50			
							01	-60-6634	REPAIR ON PIPE LOCATOR		132.50		
***** TOTALS:			GROSS:	358.66	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	358.66	*****

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1118 REGIONAL TRUCK EQUIPMENT C

INV	36097		9/17/10	9/27/10		N		VEHICLE MAINTENANCE:FORD F250		513.97	
DISB			9/28/10					PO: 12406		513.97	
						01	-60-6641	VEHICLE MAINTENANCE:FORD F250			513.97

===== TOTALS: GROSS: 513.97 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 513.97 =====

01-1739 RGP DIVERSIFIED SERVICES,

INV	201009162765		9/03/10	9/03/10		N		ACCTG SERVICES:WK END 9/3/10		1,593.75	
DISB			9/16/10					PO:		1,593.75	
						01	-60-6290	ACCTG SERVICES:WK END 9/3/10			1,593.75

INV	201009232775		9/15/10	9/15/10		N		ACCTG SVCS: WK END 09/15/10		1,743.75	
DISB			9/23/10					PO:		1,743.75	
						01	-60-6290	ACCTG SVCS: WK END 09/15/10			1,743.75

INV	201010052793		9/24/10	9/24/10		N		ACCTG SVCS:WK END 09/24/10		1,481.25	
DISB			9/30/10					PO:		1,481.25	
						01	-60-6290	ACCTG SVCS:WK END 09/24/10			1,481.25

INV	201010052794		9/30/10	9/30/10		N		ACCTG SVCS:WK END 10/01/10		1,631.25	
DISB			9/30/10					PO:		1,631.25	
						01	-60-6290	ACCTG SVCS:WK END 10/01/10			1,631.25

===== TOTALS: GROSS: 6,450.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 6,450.00 =====

01-1714 ROBERT HALF INTERNATIONAL

INV	31765942		9/06/10	9/06/10		N		ACCTG SVCS: WK END 09/03/10		3,200.00	
DISB			9/16/10					PO:		3,200.00	
						01	-60-6290	ACCTG SVCS: WK END 09/03/10			3,200.00

INV	31801345		9/13/10	9/13/10		N		ACCTG SVCS:09/10/10		3,720.00	
DISB			9/23/10					PO:		3,720.00	
						01	-60-6290	ACCTG SVCS:09/10/10			3,720.00

INV	31829187		9/20/10	9/20/10		N		ACCTG SVCS: WK END 09/17/10		3,200.00	
DISB			9/24/10					PO:		3,200.00	
						01	-60-6290	ACCTG SVCS: WK END 09/17/10			3,200.00

INV	31870339		9/27/10	9/27/10		N		ACCTG SVCS:WK END 09/24/10		2,480.00	
DISB			9/30/10					PO:		2,480.00	
						01	-60-6290	ACCTG SVCS:WK END 09/24/10			2,480.00

===== TOTALS: GROSS: 12,600.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 12,600.00 =====

01-1754 RUSSO'S POOLS

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1754		RUSSO'S FOOLS	** CONTINUED **								
	INV	201009232776	8/20/10	8/20/10		N		MAINTENANCE SUPPLIES		99.99	
	DISB		9/23/10					PO: 12355		99.99	
						01	-60-6560	MAINTENANCE SUPPLIES			99.99
===== TOTALS: GROSS: 99.99 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 99.99 =====											
01-1366		RYDIN DECAL CUSTOM IMAGE S									
	INV	257001	9/20/10	10/20/10		N		HARDHAT LOGO DECALS		203.11	
	DISB		9/23/10					PO: 12392		203.11	
						01	-60-6531	HARDHAT LOGO DECALS			203.11
===== TOTALS: GROSS: 203.11 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 203.11 =====											
01-1523		SAF-T-GARD INTERNATIONAL,									
	INV	1489552-00	9/07/10	10/07/10		N		METER STN SUPPLIES		42.57	
	DISB		9/16/10					PO: 12352		42.57	
						01	-60-6633	METER STN SUPPLIES			42.57
	INV	1490328-00	9/13/10	10/13/10		N		METER STN SUPPLIES		49.74	
	DISB		9/20/10					PO: 12394		49.74	
						01	-60-6633	METER STN SUPPLIES			49.74
===== TOTALS: GROSS: 92.31 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 92.31 =====											
01-1528		SECRETARY OF STATE									
	INV	201009102761	9/10/10	9/10/10		N		LICENSE PLATE RENEWAL:8647943		99.00	
	DISB		9/10/10					PO:		99.00	
						01	-60-6643	LICENSE PLATE RENEWAL:8647943			99.00
===== TOTALS: GROSS: 99.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 99.00 =====											
01-1715		SIXICH									
	INV	120013	9/09/10	9/09/10		Y		AUDIT SERVICES: FY 08-09		5,375.00	
	DISB		9/16/10					PO:		5,375.00	
						01	-60-6260	AUDIT SERVICES: FY 08-09			5,375.00
===== TOTALS: GROSS: 5,375.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,375.00 =====											
01-1173		SIMPLEXGRINNELL LP									
	INV	73797965	8/30/10	9/29/10		Y		FIRE ALARM/SPRINKLER TEST		641.25	
	DISB		9/10/10					PO: 12188		641.25	
						01	-60-6290	FIRE ALARM/SPRINKLER TEST			641.25



A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/ DUE DT/ PAY DT/ 1099	-----	DESCRIPTION -----	GROSS/	-DISTRIBUTION-
	BANK	POST DT   DISC DT   CHECK#			BALANCE	

01-1173   SIMPLEXGRINNELL LP            \*\* CONTINUED \*\*

INV	73797966	8/30/10	9/29/10	Y	FIRE ALARM TEST & INSPECT	20.83	
	DISB	9/10/10			PO: 12188	20.83	
					01 -60-6290      FIRE ALARM TEST & INSPECT		20.83
INV	73859167	9/27/10	10/27/10	Y	SPRINKLER/FIRE ALARM TEST	641.25	
	DISB	9/30/10			PO: 12188	641.25	
					01 -60-6290      SPRINKLER/FIRE ALARM TEST		641.25
INV	73859235	9/27/10	10/27/10	Y	FIRE ALARM TEST & INSPECT	20.83	
	DISB	9/30/10			PO: 12188	20.83	
					01 -60-6290      FIRE ALARM TEST & INSPECT		20.83

===== TOTALS:   GROSS:            1,324.16    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            1,324.16    =====

01-1043   SCOOPER LUBE

INV	181839	9/07/10	9/07/10	N	VEHICLE MAINT:M63637	33.45	
	DISB	9/10/10			PO: 12328	33.45	
					01 -60-6641      VEHICLE MAINT:M63637		33.45
INV	182068	9/11/10	9/11/10	N	VEHICLE MAINT:M127481	48.40	
	DISB	9/16/10			PO: 12328	48.40	
					01 -60-6641      VEHICLE MAINT:M127481		48.40
INV	182402	9/20/10	9/20/10	N	VEHICLE MAINT:M80328	33.45	
	DISB	9/24/10			PO: 12328	33.45	
					01 -60-6641      VEHICLE MAINT:M80328		33.45
INV	182458	9/21/10	9/21/10	N	VEHICLE MAINT:M79697	37.95	
	DISB	9/30/10			PO: 12328	37.95	
					01 -60-6641      VEHICLE MAINT:M79697		37.95
INV	182571	9/23/10	9/23/10	N	VEHICLE MAINT:M78556	37.95	
	DISB	9/30/10			PO: 12328	37.95	
					01 -60-6641      VEHICLE MAINT:M78556		37.95
INV	183158	10/05/10	10/05/10	N	VEHICLE MAINT:M149226	58.06	
	DISB	10/06/10			PO: 12363	58.06	
					01 -60-6641      VEHICLE MAINT:M149226		58.06

===== TOTALS:   GROSS:            249.26    PAYMENTS:            0.00    DISCS:            0.00    ADJS:            0.00    BAL:            249.26    =====

01-1040   SPECIALTY MAT SERVICE

INV	550008	9/09/10	10/10/10	N	MAT SERVICES:09/09/10	55.40	
	DISB	9/16/10			PO: 11406	55.40	
					01 -60-6290      MAT SERVICES: 09/09/10		55.40

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			
-----													
01-1040	SPECIALTY MAT SERVICE		** CONTINUED **										
	INV	551495	9/23/10	10/10/10		N		MAT SERVICES:09/23/10		55.40			
	DISB		9/30/10					PO:		55.40			
						01	-60-6290	MAT SERVICES:09/23/10			55.40		
=====													
TOTALS:			GROSS:	110.80	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	110.80	=====
01-1058	THYSSENKRUPP ELEVATOR CORP												
	INV	636607	10/01/10	10/01/10		N		ELEVATOR MAINT CONT		836.36			
	DISB		10/05/10					PO: 12144		836.36			
						01	-60-6290	OCT TO DEC 2010			836.36		
=====													
TOTALS:			GROSS:	836.36	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	836.36	=====
01-1356	TREASURER, STATE OF ILLINO												
	INV	103911	9/15/10	9/15/10		N		US ROUTE 20 IMPROVEMENT PRJ		5,505.09			
	DISB		9/29/10					PO:		5,505.09			
						01	-60-6631	US ROUTE 20 IMPROVEMENT PRJ			5,505.09		
=====													
TOTALS:			GROSS:	5,505.09	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	5,505.09	=====
01-1046	TREE TOWNS REPRO SERVICE												
	INV	0000149405	8/18/10	9/17/10		N		REPROGRAPHIC SERVICES		208.65			
	DISB		9/16/10					PO: 12386		208.65			
						01	-60-6531	REPROGRAPHIC SERVICES			208.65		
=====													
TOTALS:			GROSS:	208.65	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	208.65	=====
01-1062	WASTE MANAGEMENT												
	INV	2267930-2008-3	10/01/10	10/11/10		N		REFUSE DISPOSAL: OCT 2010		477.94			
	DISB		10/01/10					PO:		477.94			
						01	-60-6290	REFUSE DISPOSAL: OCT 2010			477.94		
=====													
TOTALS:			GROSS:	477.94	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	477.94	=====
01-1627	WILLIAMS BROTHERS CONSTRUC												
	INV	PAYMENT # 21	9/24/10	9/24/10		N		PSD-7/08-ELECT GEN FACILITIES		163,812.87			
	DISB		9/30/10					PO:		163,812.87			
						01	-60-7213.01	PSD-7/08-ELECT GEN FACILITIES			182,014.30		
						01	-2520	PSD-7/08-ELECT GEN FACILITIES			18,201.43CR		
=====													
TOTALS:			GROSS:	163,812.87	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	163,812.87	=====

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	6,822,075.39	0.00	6,822,075.39
** TOTALS **	6,822,075.39	0.00	6,822,075.39

OPEN ITEM REPORT

DETAIL

\*\* PRE-PAID INVOICES \*\*

PREPAID TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	6,822,075.39	0.00	6,822,075.39
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>6,822,075.39</b>	<b>0.00</b>	<b>6,822,075.39</b>

UNPAID RECAP

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	6,822,664.37
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	588.98-
<b>** UNPAID TOTALS **</b>	<b>6,822,075.39</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 1398	OTHER RECEIVABLES	518,946.00CR
01 1398.01	CHICAGO UNBILLED	469,679.19
01 2445	ACC'D INT PAYABLE - DEBT CERT.	500,000.00
01 2520	RETAINAGE PAYABLE	112,538.20CR
01 2611	CONST DEPOSIT - WINFIELD	1,745.78
01 5900	OTHER INCOME	1,745.78CR
01 60-6132	TRAINING	2,860.00
01 60-6191	OTHER PERSONNEL COSTS	1,263.00
01 60-6210	WATER CONSERVATION PROGRAM	2,240.29
01 60-6233	TRUST SERVICES & BANK CHARGE	5,975.00
01 60-6251	LEGAL SERVICES- GENERAL	1,536.80
01 60-6253	LEGAL SERVICES- SPECIAL	33,806.54
01 60-6258	LEGAL NOTICES	2,870.00
01 60-6260	AUDIT SERVICES	5,375.00
01 60-6290	CONTRACTUAL SERVICES	33,833.18
01 60-6514.01	TELEPHONE	1,375.53
01 60-6514.02	CELL PHONE & CORR. TELEMETRY	150.70
01 60-6521	OFFICE SUPPLIES	947.88

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
D E T A I L

## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
01 60-6531	PRINTING- GENERAL	411.76
01 60-6532	POSTAGE & DELIVERY	999.03
01 60-6540	PROFESSIONAL DUES	160.00
01 60-6550	REPAIRS & MAINT- OFFICE EQUI	1,335.84
01 60-6560	REPAIRS & MAINT- BLDGS & GRN	29,890.45
01 60-6591	OTHER ADMINISTRATIVE EXPENSE	150.00
01 60-6611.01	WATER BILLING	5,189,460.00
01 60-6612.01	PUMP STATION	426,567.52
01 60-6612.02	METER STATION, ROV, TANK SITE	5,186.04
01 60-6613	WATER CHEMICALS	2,646.90
01 60-6614	WATER TESTING	1,091.95
01 60-6621	PUMPING SERVICES	33.24
01 60-6624	SCADA / INSTRUMENTATION	908.97
01 60-6626	UNIFORMS	142.50
01 60-6627	SAFETY	179.63
01 60-6631	PIPELINE REPAIRS	5,505.09
01 60-6632	COR TESTING & MITIGATION	8,077.83
01 60-6633	REMOTE FACILITIES MAINTENANCE	3,083.39
01 60-6634	PLAN REVIEW- PIPELINE CONPLI	6,193.66
01 60-6641	REPAIRS & MAINT- VEHICLES	1,926.20
01 60-6642	FUEL- VEHICLES	4,111.23
01 60-6643	LICENSES- VEHICLES	99.00
01 60-6820	PERMITS & FEES	2,250.00
01 60-6851	COMPUTERS	466.56
01 60-7113.01	WINFIELD MS27B CONSTR	47,330.40
01 60-7113.02	WINFIELD MS27B ENG	1,745.78
01 60-7213.01	EMERGENCY GEN CONSTRUCTION	182,014.30
01 60-8201.01	EMERG GEN - CONSTRUCT	865,858.98
01 60-8201.02	EMERG GEN - ENGINEERING	3,164.85
01 60-8201.04	EMERG GEN - BILLED	434,511.91CR
01 60-8202.02	P V - ENGINEERING	38,744.97
01 60-8202.04	P V - BILLED	19,372.48CR
01 60-8203.01	VFD - CONSTRUCTION	30,178.25
01 60-8203.02	VFD - ENGINEERING	1,411.35
01 60-8203.04	VFD - BILLED	15,794.80CR
	** FUND TOTAL **	6,822,075.39

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\*\* TOTAL \*\*                      6,822,075.39

ACCOUNTS PAYABLE  
OPEN ITEM REPORT  
DETAIL

\*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
01	NON-DEPARTMENTAL	339,940.77
01 59	INVALID DEPARTMENT	1,745.78CR
01 60	ADMINISTRATION	6,483,880.40
	** FUND TOTAL **	6,822,075.39
-----		
	** TOTAL **	6,822,075.39

0 ERRORS

0 WARNINGS

SELECTION CRITERIA

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VENDOR SET: 01-DUPAGE WATER COMMISSION  
 VENDOR: THRU ZZZZZZ  
 VENDOR CLASS: ALL  
 BANK CODES: Include: DISB , IL  
 1099 BOX: All  
 COMMENT CODES: All  
 HOLD STATUS: Both  
 AP BALANCE AS OF: 0/00/0000  
 ADVANCED SELECTION: YES

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ITEM SELECTION: UNPAID ITEMS  
 FUNDS: All  
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZ  
 ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00

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PRINT OPTIONS:

SEQUENCE: VENDOR SORT KEY  
 REPORT TYPE: DETAIL  
 SORT TRANSACTIONS BY DATE: NO  
 G/L ACCOUNTS/PROJECTS: YES  
 ONE VENDOR PER PAGE: NO  
 ONE DEPARTMENT PER PAGE: NO  
 PRINT STUB COMMENTS: NO  
 PRINT COMMENT CODES: None  
 PRINT W/ PO ONLY: NO

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DATE SELECTION:

PAYMENT DATE: 0/00/0000 THRU 99/99/9999  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 9/04/2010 THRU 10/06/2010

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# DuPage Water Commission

## MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Maureen A. Crowley *mac*  
Staff Attorney

DATE: October 7, 2010

SUBJECT: US Bank - Replacement of Lost Bonds

As you know, the successor Bond Trustee for the Commission's \$13MM in General Obligation Bonds outstanding recently advised staff that the sole remaining Bond outstanding had been lost somehow and that the Bond Trustee was requesting, on behalf of the registered owner of the lost Bond, that the lost Bond be replaced. The Bond Trustee also requested that the Commission waive any conflict of interest and consent to the Bond Trustee retaining Chapman and Cutler to prepare the replacement Bond.

At the October meeting I advised you that even though I had no concerns with respect to the waiver and consent request, I did have concerns with respect to the Bond replacement request. For example, no explanation had been provided as to how the Bond was lost, what steps had been taken to verify its loss, how the predecessor Bond Trustee obtained custody of the lost Bond, or how the Bond Trustee was authorized to make the requests, or receive a replacement Bond, on behalf of the registered owner of the lost Bond. As a result, consideration of the Bond replacement and conflict waiver request was tabled for thirty (30) days until additional detailed information could be provided.

I have been working with the successor Bond Trustee to obtain satisfactory answers to my questions but, to date, no definitive answers have been provided. For instance, the Bond Trustee suggested that the Bonds were issued under an arrangement whereby the Bond Trustee held the Bonds on behalf of the registered owners from the time of their initial issuance, but the executed bond closing documents specifically and unequivocally contradict that suggestion.

The Bond Trustee is reviewing the executed bond closing documentation that I provided, and either the requests will be withdrawn or the registered owner of the lost Bond will need to provide the Commission with its authorized direction.



# DuPage Water Commission

## MEMORANDUM

TO: Terry McGhee  
Acting General Manager

FROM: Maureen A. Crowley *MAC*  
Staff Attorney

DATE: September 23, 2010

SUBJECT: August Services Invoice

I reviewed Holland & Knight's September 15, 2010, invoice for services rendered during the month of August 2010 and recommend it for approval. This invoice should be placed on the October 14, 2010, Commission meeting accounts payable.

August 2010  
Holland & Knight

<u>CATEGORY</u>	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$1,334.00	4.60	\$290.00	Adams (4.6 hrs @ \$290/hr)	Audit, Open Meetings Act, and Term Limit Matters
	<u>\$1,334.00</u>	<u>4.6</u>	<u>\$290.00</u>		

Administration\Lists\H&K Legal Bill.xls



# DuPage Water Commission

## MEMORANDUM

TO: Terry McGhee  
Acting General Manager

FROM: Maureen A. Crowley *MAC*  
Staff Attorney

DATE: October 7, 2010

SUBJECT: August/September Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's October 1, 2010, invoice for services rendered during the period August 21, 2010, through September 20, 2010, and recommend it for approval. This invoice should be placed on the October 14, 2010, Commission meeting accounts payable.

August/September 2010  
Laner Muchin

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
Labor Relations	\$1,127.50	5.50	\$205.00	Juster (0.5@ \$205/hr); O'Brien (5.0@\$205/hr.)	Collective Bargaining
Personnel	\$307.50	1.50	\$205.00	O'Brien (1.5@\$205/hr.)	Employee Relations
	<u>\$1,435.00</u>	<u>7.00</u>	<u>\$205.00</u>		



# DuPage Water Commission

## MEMORANDUM

TO: Terry McGhee  
Acting General Manager

FROM: Maureen A. Crowley *MAC*  
Staff Attorney

DATE: October 7, 2010

SUBJECT: Jenner & Block April-August Services Rendered

Commissioner Elliott reviewed Jenner & Block's September 30, 2010, invoice for services rendered during the months of April 2010 through August 2010 and recommended it for approval. This invoice should be placed on the October 14, 2010, Commission meeting accounts payable.

April--August 2010  
Jenner & Block

<u>CATEGORY</u>	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS &amp; PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$29,798.50	82.80	\$359.89	Jimenez-Ekman (13.5@ \$575/hr); JQKX (32.2@\$325/hr.); Kubiak (15.4@230/hr.); Welsh (21.7@ \$370/hr.)	Special Investigation Follow-Up, including Document Production Reviews
	<u>\$29,798.50</u>	<u>82.80</u>	<u>\$359.89</u>		