



DuPage Water Commission

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

AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, SEPTEMBER 11, 2003
7:30 P.M.**

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

- I. Roll Call
- II. Public Comments
- III. Approval of Minutes
 - A. Regular Meeting of August 14, 2003
 - B. Executive Sessions of August 14, 2003
- IV. Treasurer's Report – August 2003
- V. Committee Reports
 - A. Administration Committee
 - 1. Report of 9/11/03 Meeting
 - 2. Actions on Items Listed on 9/11/03 Administration Committee Agenda
 - 3. Executive Session: Discussion of Personnel Related Matters
 - B. Engineering & Construction Committee
 - 1. Report of 9/11/03 Meeting
 - 2. Actions on Items Listed on 9/11/03 Engineering & Construction Committee Agenda

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

C. Finance Committee

1. Report of 9/11/03 Meeting
2. Actions on Items Listed on 9/11/03 Finance Committee Agenda

D. Special Task Force on TCE

1. Report of 9/11/03 Meeting

VI. Chairman's Report

VII. Omnibus Vote

- A. Resolution R-33-03: A Resolution Awarding Contract TIB-1
- B. Resolution R-34-03: A Resolution Approving, Ratifying, and Accepting the Pick-up of Employee Contributions to the Illinois Municipal Retirement Fund for Prior Military Service Credit
- C. Resolution R-35-03: A Resolution Approving and Authorizing the Execution of a Retirement and Consulting Agreement with the General Manager
- D. Resolution R-36-03: A Resolution Authorizing the Execution of a Contract Between the DuPage Water Commission and Consoer Townsend Envirodyne Engineers, Inc. for the Evaluation and Design of Additional Reservoir Storage
- E. Resolution R-37-03: A Resolution Authorizing the Execution of a Contract Between the DuPage Water Commission and Camp Dresser & McKee Inc. for the Evaluation of Electrical Generation Supply Alternatives
- F. Resolution R-38-03: A Resolution Approving Certain Contract Change Orders at the September 11, 2003 DuPage Water Commission Meeting

VIII. Old Business

- Summary of Action Taken Since Previous Meeting

IX. New Business

- Purchase Order No. 7682

X. Accounts Payable

XI. Public Comments

XII. Executive Session

XIII. Adjournment

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON THURSDAY, AUGUST 14, 2003
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:42 P.M.

Commissioners in attendance: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Also in attendance: J. Holzwart, R. Martin, E. Nawrocki, R. Skiba, D. Eckmann, (AB&H), W. Green (AB&H) and M. Crowley (H&K).

PUBLIC COMMENTS - No comments

Commissioner Wilcox moved to approve the Minutes of the July 17, 2003 meeting of the DuPage Water Commission. Seconded by Commissioner Tolentino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox moved to approve the Minutes of the July 17, 2003 Executive Session meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of July 2003 showed receipts of \$6,342,939.62, disbursements of \$5,625,017.04 and a cash and investment balance of \$198,023,087.13.

Commissioner Wilcox moved to accept the July 2003 Treasurer's Report. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Thorn

Commissioner Thorn reported the Administration Committee discussed personnel matters, which will be discussed further in Executive Session.

Minutes of the 8/14/03 Meeting

Commissioner Wilcox 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 Hartwig and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

The Commission went into Executive Session at 7:47 P.M.

Commissioner Wilcox moved to come out of Executive Session at 8:30 P.M. Seconded by Commissioner Benson and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Chairman Vondra noted that Bernadette Slowinski has tendered her resignation and is requesting that her last day be December 11, 2003 per the conditions of Resolution No. R-29-03. The Board accepted the December 11, 2003 requested retirement date, and the Chairman thanked Ms. Slowinski for her 17 years of loyal service to the Commission.

Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee reviewed progress payments in the amount of \$351,717.29 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Engineering Committee reviewed the reduction in retention in the amount in the amount of \$362,337.95 for Contract TW-2 as part of the Accounts Payable, subject to submission of all contractually required documentation.

The Committee discussed various options regarding mapping the Commission's pipelines on a geographical information system (GIS) using a global positioning system (GPS) and directed staff to prepare a Request for Proposals for engineering services in connection with the project.

Finance Committee – Report by Commissioner Poole

The Finance Committee reviewed the Treasurer's Report, the July financial statements and the revised Accounts Payable.

Staff reported that the Commission's liability insurance is now with American Alternative Insurance Corporation (AAIC) per the direction of the Commission and that the Commission's insurance broker, Arthur J. Gallagher Risk Management Services, Inc., is seeking an additional \$15 million of coverage.

Minutes of the 8/14/03 Meeting

Staff reported that the audit report was received on August 13, 2003 in draft form and that the final draft will be available at the September 11, 2003 Commission meeting.

It was also reported that Ordinance O-9-03, which is on the Commission's Omnibus Vote Agenda, authorizes the sale of the Series 2003 Bonds if the following conditions are satisfied in making the sale: The Commission receives (1) \$6,000,000 or more of gross debt service savings; (2) \$3,000,000 or more of present value debt service savings and (3) present value debt service savings equal to three percent or more of the principal amount of Series 1993 Bonds to be refunded.

OMNIBUS VOTE AGENDA

Chairman Hartwig requested that Resolution R-30-03 be removed from the Omnibus Vote Agenda.

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

Omnibus Vote

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Item 1. Ordinance O-9-03: An Ordinance Authorizing the Issuance and Sale of Water Revenue Refunding Bonds, Series 2003, of the DuPage Water Commission – "Omnibus Vote"

Item 2. Resolution R-32-03: A Resolution Releasing Certain Executive Session Meeting Minutes at the August 14, 2003 DuPage Water Commission Meeting – "Omnibus Vote"

OLD BUSINESS

NEW BUSINESS

Commissioner Benson moved to suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 7638 in the amount of \$73,610.00 to U.S. Automation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Minutes of the 8/14/03 Meeting

ACCOUNTS PAYABLE

Commissioner Janicik moved to approve the Accounts Payable in the revised amount of \$19,698,036.50 subject to submission of all contractually required documentation. Seconded by Commissioner Tolentino and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

PUBLIC COMMENTS

Commissioner Wilcox moved to take a ten-minute recess. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The meeting was reconvened at 9:04 P.M.

Commissioner Wilcox 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 Mueller and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

The Commission went into Executive Session at 9:05 P.M.

Commissioner Wilcox moved to come out of Executive Session at 10:30 P.M. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Minutes of the 8/14/03 Meeting

Commissioner Janicik moved to authorize the drafting of a retirement agreement with the General Manager, a key element of which would provide for an initial payment of \$107,536.00 plus \$5,000.00 per year during a 10-year period following retirement in return for up to 410 hours per year of general and specialized consulting services during the first two years following retirement and up to 50 hours per year of general consulting services thereafter, with hours worked in excess of 410 per year during the first two years being compensated at the rate of \$135.00 per hour in year one and \$145.00 per hour in year two. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Commissioner Hartwig moved to pick-up the employee share of the cost of converting into IMRF creditable service up to two years of prior service in the armed forces of the United States for all Commission employees. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, J. Janicik, B. Krajewski, W. Mueller, A. Poole, R. Thorn, R. Tolentino, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Commissioner Wilcox moved to adjourn the meeting at 10:35 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
August 31, 2003

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	6,311,685.93	18,693,500.80
SALES TAXES	2,656,756.18	10,229,627.00
INVESTMENT INCOME	109,076.88	1,529,493.99
OTHER INCOME	0.02	103,787.87
TOTAL REVENUE	9,077,519.01	30,556,409.66
EXPENSES		
PERSONAL SERVICES	210,987.77	2,202,980.13
PROFESSIONAL SERVICES	34,058.80	157,423.34
CONTRACTUAL SERVICES	64,625.06	185,384.32
INSURANCE	105,382.00	157,785.00
ADMINISTRATIVE COSTS	7,877.93	35,844.04
WATER SUPPLY COSTS	3,845,175.86	13,859,385.27
BOND INTEREST EXPENSE	23.00	13,718,976.75
LAND AND RIGHT OF WAY	2,995.00	2,995.00
DEPRECIATION/CAPITAL EQUIPMENT PURCHASES	0.00	6,452.31
TOTAL OPERATING EXPENSES	4,271,125.42	30,327,226.16
CONSTRUCTION EXPENDITURES	483,800.02	1,240,257.04
TRANSFERS TO OTHER GOVERNMENTS	15,250,000.00	15,250,000.00
TOTAL EXPENSES	20,004,925.44	46,817,483.20
NET FUND TRANSACTIONS	(10,927,406.43)	(16,261,073.54)
BEGINNING BALANCE		203,356,754.24
ENDING BALANCE		187,095,680.70
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		774.30
CASH AT OAK BROOK BANK LOCK BOX		1,337,737.05
CASH AT VILLA PARK TRUST & SAVINGS		1,226.60
TOTAL CASH		1,340,237.95
ILLINOIS FUNDS MONEY MARKET		26,842,753.72
ILLINOIS FUNDS PRIME FUND		16,667,124.53
GOVERNMENT MONEY MARKET FUNDS		3,833.25
U. S. TREASURY INVESTMENTS		66,262,657.40
U. S. AGENCY INVESTMENTS		50,979,073.85
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		185,755,442.75
TOTAL FUNDS		187,095,680.70

DU PAGE WATER COMMISSION**RESOLUTION NO. R-33-03****A RESOLUTION AWARDING A CONTRACT
FOR THE CONSTRUCTION OF
INNER BELT TRANSMISSION MAIN
(Contract TIB-1/03)**

WHEREAS, bids for Contract TIB-1/03: Contract for the Construction of Inner Belt Transmission Main were received on August 28, 2003; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of Rossi Contractors, Inc., was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards Contract TIB-1/03: Contract for the Construction of Inner Belt Transmission Main to Rossi Contractors, Inc. in the amount of \$ 12,730,597.31, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of Commission in accordance with the Contract that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____ , 2003.

Chairman

ATTEST:

Clerk

DUPAGE WATER COMMISSION**RESOLUTION NO. R-34-03****A RESOLUTION APPROVING, RATIFYING, AND ACCEPTING
THE PICK-UP OF EMPLOYEE CONTRIBUTIONS TO THE ILLINOIS
MUNICIPAL RETIREMENT FUND FOR PRIOR MILITARY SERVICE CREDIT**

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to enhance the Commission's ability to attract and retain valuable employees; and

WHEREAS, in furtherance thereof, and pursuant to Ordinance No. O-6-03, the Commission elected to participate in the Illinois Municipal Retirement Fund ("IMRF"); and

WHEREAS, in connection with the change in retirement plan benefits, and pursuant to Resolution No. R-31-03, the Commission elected to allow up to two years of service credit in the IMRF to employees who served in the armed forces of the United States prior to their participation in the IMRF; and

WHEREAS, in furtherance thereof, and pursuant to motion adopted on August 14, 2003, the Commission elected to pick-up, including applicable taxes and withholdings as required by law, the employee share of the cost of converting into IMRF creditable service up to two years of prior service in the armed forces of the United States;

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

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

SECTION TWO: The pick-up, including applicable taxes and withholdings as required by law, of the employee share of the cost of converting into IMRF creditable service up to two years of prior service in the armed forces of the United States shall be and it hereby is ratified, affirmed, approved, and accepted.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2003.

Chairman

ATTEST:

Clerk

DU PAGE WATER COMMISSION**RESOLUTION NO. R-36-03**

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE DU PAGE WATER COMMISSION
AND CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC. FOR THE
EVALUATION AND DESIGN OF ADDITIONAL RESERVOIR STORAGE**

WHEREAS, the Commission desires to construct additional reservoir storage at the DuPage Pumping Station; and

WHEREAS, the Commission solicited engineering proposals for the project from qualified engineering firms; ranked the proposals received based on previous experience and ability to meet time and budget constraints; and interviewed the engineering firms that submitted the three most favorably ranked proposals; and

WHEREAS, based on the presentations given and those factors identified above for the initial evaluation phase, the Commission selected Consoer Townsend Envirodyne Engineers, Inc. to provide professional engineering services in connection with the project;

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 Contract between the DuPage Water Commission and Consoer Townsend Envirodyne Engineers, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract, in substantially the form attached hereto as Exhibit A with such modifications as may be required or approved by

the General Manager; provided, however, that the Contract shall not be so executed on behalf of the Commission unless and until the General Manager of the Commission shall have been presented with copies of the Contract executed by Consoer Townsend Envirodyne Engineers, Inc. Upon execution by the General Manager, the 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 _____, 2003.

Chairman

ATTEST:

Clerk

Exhibit A

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
DESIGN OF CONCRETE RESERVOIRS FOR THE DuPAGE PUMP STATION

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
DESIGN OF CONCRETE RESERVOIRS FOR THE DUPAGE PUMP STATION

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ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

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ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
DESIGN OF CONCRETE RESERVOIRS FOR THE DUPAGE PUMP STATION

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 Consoer Townsend Envirodyne Engineers, Inc., 303 E. Wacker Drive, Chicago, Illinois, 60601, a **[FORM OF ORGANIZATION]** ("Consultant"), make this Contract as of the [] day of **[MONTH]**, 2003, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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 this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Exhibit C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A 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 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 Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C 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 ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C 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 sole 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. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to 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 this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to 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, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants 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, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel 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. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the 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. No such termination or 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, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. 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, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. 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, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (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 the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (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 Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (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 this Contract.

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 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 this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

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, 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 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

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, 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 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, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change 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, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change 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. 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 two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two 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 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. Consultant warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest 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 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

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

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, 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 errors, 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

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, 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. 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 minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

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 attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

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. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("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 this Contract. 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

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 60 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. As soon as practicable after final acceptance, Owner shall pay to Consultant 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"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, 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, 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, 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, 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 this Contract 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; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including 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.

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. 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, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

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. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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 this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of 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 five 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 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.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including 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 any damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under 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 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

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done 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 in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under 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, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services 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.

7.6 No Waiver

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 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 this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 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: Robert L. Martin, Manager of Water Operations

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

Consoer Townsend Envirodyne Engineers, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601
Attention: Michael H. Winegard, P.E., Vice President

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 7.8, 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.

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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. Consultant shall also comply with all conditions of any

federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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 or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Documents

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 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, 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; 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.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services 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 and the compensation therefor.

7.16 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: _____

By: _____
[NAME OF OWNER'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF OWNER'S EXECUTING OFFICER]

Attest/Witness:

[NAME OF CONSULTANT]

By: _____

By: _____
[NAME OF CONSULTANT'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF CONSULTANT'S EXECUTING OFFICER]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Hydraulic modeling and design of two additional cast-in-place concrete 15 million gallon reservoirs and an ozone contactor facility at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, with the ozone contactor facility allowing for the potential addition of an ozone generation building, lox storage and material storage facilities in the future. The future reservoirs to be designed so they are able to accommodate the installation of the ozonation facilities and treatment equipment in the future with minimal structural changes.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations: None

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **Completion Date:**

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. 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.

5. **Insurance Coverages:**

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

(1) Worker's Compensation: Statutory;

(2) 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.

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

All employees shall be included as insureds.

- C. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- D. 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. **Contract Price:**

SCHEDULE OF PRICES

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 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	1.93%	\$33,800.00
Design	1.93%	\$435,000.00*

7. **Payments:**

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social

* Includes an allowance of \$30,000.00 for the taking of soil borings and for preparing a soils report. The anticipated borings are 10 at 25 foot deep and 4 at 40 feet deep.

security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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.

ATTACHMENT B

SCOPE OF SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. 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 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 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.

- a. Review and advise as to the suitability of a conceptual design to be selected by Owner from among three alternative conceptual designs included in a conceptual design report previously prepared for Owner by others, and prepare any recommended alternatives to the conceptual designs previously prepared by others.
- b. Prepare a final design report based upon the conceptual design selected by Owner, which report shall include at a minimum:
 - i. The hydraulic gradient through the Project.
 - ii. A site plan showing the layout of the proposed reservoirs, the ozone contactor, the stormwater detention basin, and the future lox storage, ozone generation building, and material storage facilities.
 - iii. Plan and cross-sections of the reservoirs and ozone contactor.
 - iv. A yard piping drawing showing the proposed methods of operation.
 - v. The design parameters for the ozone contactor.
 - vi. Proposed preliminary design of the material storage yard.
 - vii. An opinion of probable cost of constructing the Project.

2. Design Phase.

After written authorization to proceed:

- a. Prepare 20% final design drawings and specifications, together with a revised opinion of probable cost of constructing the Project, for review and approval by Owner.

- b. After written authorization to continue with the design of the Project, including such modifications and additions to the 20% final design plans as may be requested by Owner, prepare, for review and approval by Owner, pricing and quantity proposal forms, and final design drawings and specifications for incorporation in the construction contract documents, together with a revised opinion of probable cost of constructing the Project. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the construction contractor.
- c. 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 and construction contract documents.
- d. After written authorization to proceed, assist Owner in advertising for and obtaining bids, issue bidding and contract documents to prospective bidders, maintain a record of prospective bidders to whom bidding documents have been issued, and attend any pre-bid conferences.
- e. Issue addenda as appropriate and approved by Owner.
- f. 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.
- g. Consult with Owner as to acceptability of proposed substitute materials and equipment.
- h. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding the construction contract.

ATTACHMENT C
SUBMITTAL SCHEDULE

Submittal:

Due Date:

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:

Telephone:

2. [Other]

DU PAGE WATER COMMISSION**RESOLUTION NO. R-37-03****A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE DU PAGE WATER COMMISSION
AND CAMP DRESSER & MC KEE INC. FOR THE EVALUATION
OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES**

WHEREAS, the Commission desires to evaluate electrical generation supply alternatives at the DuPage Pumping Station; and

WHEREAS, the Commission solicited engineering proposals for the project from qualified engineering firms; ranked the proposals received based on previous experience and ability to meet time and budget constraints; and interviewed the engineering firms that submitted the three most favorably ranked proposals; and

WHEREAS, based on the presentations given and those factors identified above for the initial evaluation phase, the Commission selected Camp Dresser & McKee Inc. to provide professional engineering services in connection with the project;

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 Contract between the DuPage Water Commission and Camp Dresser & McKee Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract, in substantially the form attached hereto as Exhibit A with such modifications as may be required or approved by the General Manager; provided, however, that the Contract shall not be so executed on

behalf of the Commission unless and until the General Manager of the Commission shall have been presented with copies of the Contract executed by Camp Dresser & McKee Inc. Upon execution by the General Manager, the 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 _____, 2003.

Chairman

ATTEST:

Clerk

Exhibit A

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
EVLUATION OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES
AT THE DuPAGE PUMP STATION

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
EVLUATION OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES
AT THE DuPAGE PUMP STATION

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ATTACHMENT C - Submittal Schedule

ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
EVLUATION OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES
AT THE DUPAGE PUMP STATION

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 **[FORM OF ORGANIZATION]** ("Consultant"), make this Contract as of the [] day of **[MONTH]**, 2003, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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 this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Exhibit C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A 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 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 Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C 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 ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C 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 sole 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. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to 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 this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to 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, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants 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, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel 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. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the 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. No such termination or 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, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. 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, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. 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, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (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 the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (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 Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (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 this Contract.

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 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 this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

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, 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 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

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, 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 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, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change 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, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change 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. 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 two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two 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 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. Consultant warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest 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 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

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

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, 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 errors, 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

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, 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. 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 minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

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 attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

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. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("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 this Contract. 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

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 60 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. As soon as practicable after final acceptance, Owner shall pay to Consultant 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"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, 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, 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, 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, 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 this Contract 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; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including 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.

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. 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, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

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. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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 this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of 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 five 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 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.
3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including 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 any damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under 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 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

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done 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 in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under 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, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services 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.

7.6 No Waiver

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 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 this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 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: Robert L. Martin, Manager of Water Operations

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: **[CONSULTANT'S CONTRACT SUPERVISOR]**

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 7.8, 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.

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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. Consultant shall also comply with all conditions of any

federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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 or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Documents

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 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, 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; 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.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services 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 and the compensation therefor.

7.16 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: _____

By: _____
[NAME OF OWNER'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF OWNER'S EXECUTING OFFICER]

Attest/Witness:

CAMP DRESSER McKEE INC.

By: _____

By: _____
[NAME OF CONSULTANT'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF CONSULTANT'S EXECUTING OFFICER]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Evaluation of electrical generation supply alternatives at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations: None

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **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.

5. **Insurance Coverages:**

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

(1) **Worker's Compensation:** Statutory;

(2) **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.

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

All employees shall be included as insureds.

C. **Professional Liability Insurance.** With a limit of liability of not less than \$1,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

- D. **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. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing all Services, the total Contract Price of \$92,600.00, plus an amount equal to the actual costs of all Reimbursable Expenses.

7. **Payments:**

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

Consultant shall, not later than 10 days after execution of the Contract 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.

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.

ATTACHMENT B

SCOPE OF SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. 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 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 or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Obtain applicable rate information from Commonwealth Edison (ComEd) and Constellation New Energy (ConNE).
2. Obtain and confirm electrical requirements of nine existing high service pumps and assume a tenth high service pump in service similar to the other pumps. Electrical one-line layout and equipment lists of the existing switchgear and motor starters will be provided by Owner.
3. Use Illinois Department of Natural Resources (IDNR) allocations for Owner's present customers for Projections of future pumpages and 1.7 times IDNR allocations for maximum day pumpages.
4. Study the feasibility of operating the DuPage Pumping Station with on-site generated power with ComEd/ConNE as back-up emergency power.
5. Perform load flow modeling of Owner's electrical usage at the entire DuPage Pumping Station complex.
6. Study the feasibility of generating 100% emergency power on-site as a backup to ComEd/ConNE power.
7. Study the feasibility of generating average day year 2020 emergency power on-site as a back-up to ComEd provided power.
8. Study the feasibility of providing on-site power generation sufficient to be eligible for interruptible ComEd service.
9. Study the feasibility of providing on-site generation for peak shaving to reduce demand charges.
10. Study the feasibility, advantages and disadvantages of using engines versus turbines to drive the generators.
11. Study the feasibility of retrofitting existing motor starters to reduce generating capacity.

12. Study the feasibility of using natural gas or diesel as a source of energy.
13. Determine whether the United States Department of Energy would be willing to participate and share in the cost of the design and construction of a fuel cell facility to power the pumping station.
14. Study the feasibility of heating and cooling the entire pumping station complex in connection with the continuously generated power option.
15. Identify the modifications required to the existing electrical system to accommodate each of the alternative generating systems studied.
16. The study of each of the alternative generating systems shall include a time frame through the year 2020.
17. For each of the alternatives studied, prepare a plan and a section drawing showing the building size and major equipment. Also, prepare a site plan on a base map provided by Owner.
18. For each of the alternatives studied, identify the permits, if any, that may be required. Also, identify any problems and/or difficulties that may be encountered.
19. Upon completion of the study, prepare a report including such graphs, tables, drawings, and text as are necessary to describe each of the alternatives studied and the conclusions reached. The report should also include a summary of pertinent facts, including an opinion of probable cost for each alternative studied and a recommended course of action based upon the results of the alternatives studied.
20. Provide five copies of a draft report for review and approval by Owner and review them in person with Owner.
21. Revise the draft report in response to Owner's comments and provide twenty-five copies of the final report to Owner.
22. Provide monthly status reports and review them in person with Owner.

ATTACHMENT C

SUBMITTAL SCHEDULE

Submittal:

Due Date:

Draft Report

90 Days Following
Commencement Date

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:

Telephone:

2. [Other]

DU PAGE WATER COMMISSION**RESOLUTION NO. R-38-03****A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER AT THE
SEPTEMBER 11, 2003 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Order set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby is approved because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contract was signed, the Change Order is germane to the original contract as signed and/or the Change Order is 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 _____, 2003.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution R-38-03

1. Change Order No. 2: Contract SR-1 (Standpipe Rehabilitation) in the amount of \$4,387.50

Total amount of the Change Order is \$4,387.50.



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: September 5, 2003

SUBJECT: Summary of Action Since Previous Meeting

1. Purchase Order No. 7682 in the amount of \$23,830.00 to Exelon Services, Inc. Integrated Technology Group (ITG), is for the purchase of an upgrade to the existing security & HVAC computer workstation and control software. The current OS/2 computer has become obsolete. In order to upgrade the computer the Andover controls software has to be replaced. ITG is the vendor that supplied and installed the original system in conjunction with the HVAC and security projects. They are also the preferred local Andover sales and service company. Therefore, I request the Commission suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 7682.

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

P.O.		No	7682
DATE		9/11/03	DATE REQUIRED ASAP
TERMS		NET 45 DAYS TAX EXEMPT	
SHIP VIA		BEST WAY	
FOB			

TO: ATTN: ALAN GAGE EXELON SERVICES INC.	SHIP TO: ATTN: JOHN SCHORI (R-1132)
17475 PALMER BLVD.	ABOVE ADDRESS
HOMEWOOD, IL 60430	

708-271-4700 FAX: 708-271-4701

[illegible]

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

Please send 2 copies of your invoice

JAMES AUTHORIZED SIGNATURE

ACPA0309-ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

09/11/03

a - Subject to submission of all contractually required documentation.

b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.

c - Construction items are coded with account numbers in the 7000 series.

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Acres Group, Inc.	15136	09/01/03	Landscape Mgmt Serv: September 2003	WF-6622	WR	4,373.80	4,373.80
Admiral Mechanical Services	19916	06/27/03	Repairs to HVAC System	WF-6622	WR	178.00	178.00
Aerex Pest Control	600351	08/21/03	Exterminator - Service Building: August 2003	WF-6622	WR	45.00	
Aerex Pest Control	600360	08/21/03	Exterminator - Pump & Motor Rooms: August 2003	WF-6622	WR	45.00	
Aerex Pest Control	600939	08/21/03	Exterminator - DPPS: August 2003	WF-6622	WR	48.00	138.00
Alvord, Burdick & Howson	73	08/31/03	Naperville Rd. to Diehl Rd.: 07/25/03-08/24/03	WF-7913	ST	11,568.00	
Alvord, Burdick & Howson	73	08/31/03	Diehl Rd. to 75th: 07/25/03-08/24/03	WF-7913	ST	126.00	
Alvord, Burdick & Howson	73	08/31/03	Butterfield Rd. to Prairie Path: 07/25/03-08/24/03	WF-7913	ST	31,665.70	
Alvord, Burdick & Howson	245	08/31/03	Butterfield to 75th St:07/25/03-08/24/03	WF-7913	ST	280.00	
Alvord, Burdick & Howson	2003-264	08/31/03	72" Along Rt. 83 (TIB-1) Task Order # 11: 07/25/03-08/24/03	WF-7913	ST	15,173.09	
Alvord, Burdick & Howson	2003-265	08/31/03	Blow-Off Valve Improvement Tsk Odr. #9: 07/25/03-08/24/03	WF-6389	WR	73.94	
Alvord, Burdick & Howson	2003-266	08/31/03	48" West Transmission Main - TW-3: 07/25/03-08/24/03	WF-7913	ST	25,560.96	
Alvord, Burdick & Howson	2003-270	08/31/03	Blow-Off Valve Improvement Tsk Odr. #9: 07/25/03-08/24/03	WF-6389	WR	9,127.60	93,575.29
Asco Services Inc.	265172	08/13/03	One Year Service Agreement for ASCO Tran. Switch	WF-6622	WR	500.00	500.00
AT&T	6308340100	07/25/03	Long Dist. Serv. DPPS: 06/25/03-07/25/03	WF-6514	WR	411.11	
AT&T	6308340100	08/25/03	Long Dist. Serv. DPPS: 07/25/03-08/25/03	WF-6514	WR	269.34	680.45
AT&T Wireless Service - Chicago	150038750	08/28/03	Cellular Phone Serv.: 07/27/03-08/26/03	WF-6514	WR	197.62	197.62
Avalon Petroleum Company	383570	08/08/03	Gasoline	WF-6642	WR	1,444.00	
Avalon Petroleum Company	385105	08/27/03	Gasoline	WF-6642	WR	1,624.00	3,068.00
Basic Chemical Solutions, LLC	SI374584	08/26/03	Sodium Hypochlorite	WF-6613	WR	2,250.00	2,250.00
Cardmember Services (First USA Bank)	311806002454	08/04/03	Palm m130 Handheld	WF-6521	WR	205.97	
Cardmember Services (First USA Bank)	311806002470	08/04/03	Replenish I-PASS: M-82136, M-66159, M-134705	WF-6131	WR	120.00	325.97
CDW Government, Inc.	JB85934	08/04/03	Extended Warranty on HP Laser Jet Printer	WF-6550	WR	129.00	129.00
Chicago Suburban Express Inc.	497640	08/18/03	Freight Charges on Maintenance Supplies	WF-6622	WR	52.07	52.07

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 13-Aug-03 TO 04-Sep-03

ACPA0309-ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

09/11/03

- a - Subject to submission of all contractually required documentation.
b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
c - Construction items are coded with account numbers in the 7000 series.

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Chicago, City of: Dept. of Water	Ltr.	08/14/03	Electric Service: 07/02/03-08/01/03	WF-6611	WR	102,089.22	102,089.22
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	09/01/03	Water Supply: 08/01/03-08/31/03	WF-1910	WR	(791,886.96)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	09/01/03	Water Supply: 08/01/03-08/31/03	WF-6611	WR	3,959,434.79	3,167,547.83
Cintas First Aid & Safety	343176775	08/20/03	First Aid Supplies	WF-6622	WR	103.50	103.50
Commonwealth Edison	Various	08/30/03	CP Stations: 07/15/03-08/28/03	WF-6612	WR	137.35	
Commonwealth Edison	Various	08/30/03	Meter Sta. Serv. : 05/12/03-09/02/03	WF-6612	WR	1,950.19	
Commonwealth Edison	Various	08/30/03	Remote Opr. Valve: 07/08/03-09/02/03	WF-6612	WR	463.89	
Commonwealth Edison	Various	08/25/03	Tank Site Serv: 07/15/03-08/25/03	WF-6612	WR	1,107.12	3,658.55
Constellation NewEnergy, Inc.	0297187001	08/14/03	DPPS Electric Service: 06/24/03-07/24/03	WF-6612	WR	136,163.76	136,163.76
Construction Video Media, Inc.	03-255	08/11/03	Color Digital Audio Video Electography - TIB-1/03	WF-7963	ST	2,125.00	2,125.00
Crescent Electric Supply Company	091-843434-00	08/08/03	Maintenance Supplies	WF-6622	WR	107.79	
Crescent Electric Supply Company	091-843435-00	08/25/03	Maintenance Supplies	WF-6622	WR	89.04	196.83
CTE Engineers, Inc.	44140599.2000-3	08/11/03	Eng. Serv. - Emergency Operations Plan: 06/28/03-07/25/03	WF-6389	WR	6,046.15	
CTE Engineers, Inc.	44140599.2000-3	08/11/03	Eng. Serv. - Emergency Operations Plan: 06/28/03-07/25/03	WF-1398	WR	6,046.15	
CTE Engineers, Inc.	44140599.2000-3	08/11/03	Eng. Serv. - Emergency Operations Plan: 06/28/03-07/25/03	WF-5900	WR	(6,046.15)	6,046.15
Deluxe Business Checks and Solutions	12235581	08/06/03	Payroll Checks	WF-6521	WR	191.45	
Deluxe Business Checks and Solutions	12235581	08/14/03	Payroll Checks: Credit Memo	WF-6521	WR	(25.00)	166.45
Elmhurst Memorial Hospital	13861	08/06/03	Pre-Employment Physical: N. Bradley	WF-6191	WR	85.00	85.00
Elmhurst Plaza Standard Inc.	24638	08/05/03	Vehicle Maintenance: M-63637	WF-6641	WR	800.82	
Elmhurst Plaza Standard Inc.	24667	08/11/03	Vehicle Maintenance: M-63637	WF-6641	WR	195.95	
Elmhurst Plaza Standard Inc.	24712	08/21/03	Vehicle Maintenance: M-78556	WF-6641	WR	441.85	1,438.62
Energy Associates Inc.	5969	08/04/03	8" Foxboro Magnetic Flow Meters	WF-6623	WR	13,213.64	13,213.64

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 13-Aug-03 TO 04-Sep-03

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Federal Express Corp.	1258009470	07/07/03	Messenger Service: Credit	WF-6532	WR	(5.00)	
Federal Express Corp.	4-829-80185	08/27/03	Messenger Service	WF-6532	WR	507.18	502.18
Fleet Equipment Center Inc.	28316	08/18/03	Repairs to Towmaster Trailer	WF-6641	WR	600.94	600.94
Geo. W. Kennedy Construction Co., Inc.	1166	08/08/03	Insurance and Bonds - QR-6/02	WF-6631	WR	18,150.00	18,150.00
Glenbard Electric Supply, Inc.	1034413-01	08/22/03	Maintenance Supplies	WF-6622	WR	43.27	43.27
GM Mounting & Laminating, Inc.	61148	08/08/03	Street Finders - DuPage/Kane Counties	WF-6521	WR	33.90	33.90
Grainger	001-007949-9	08/19/03	Maintenance Supplies	WF-6622	WR	360.54	
Grainger	156-156148-9	08/21/03	Impact Wrench	WF-6623	WR	306.68	667.22
Harrington Industrial Plastics LLC	2332031	08/22/03	Maintenance Supplies	WF-6622	WR	486.20	486.20
Holland & Knight	Ltr.	08/14/03	Legal Services: July 2003	WF-7951	ST	15,460.97	
Holland & Knight	Ltr.	08/14/03	Legal Services: July 2003	WF-6251	ST	23,450.39	38,911.36
Home Depot	Various	08/30/03	Maintenance Supplies: August 2003	WF-6622	WR	279.75	
Home Depot	7040614	08/08/03	Pipeline Supplies	WF-6637	WR	13.48	293.23
HSQ Technology	52125/5695	08/29/03	SCADA Support Service: 08/01/03-08/31/03	WF-6624	WR	450.00	450.00
Illinois Paper Company	52539-000	08/14/03	Office Supplies	WF-6521	WR	212.40	
Illinois Paper Company	56052-000	08/29/03	Office Supplies	WF-6521	WR	125.94	
Illinois Paper Company	56052-001	08/29/03	Office Supplies	WF-6521	WR	86.45	424.79
Illinois Public Risk Fund		08/14/03	Workers Compensation Insurance: 09/15/03-12/15/03	WF-6415	WR	11,702.00	11,702.00
Industrial-Commercial Filtration Systems, Inc.	3170	08/26/03	Clean & Service Smokeeter	WF-6622	WR	65.00	65.00
JM Process Systems, Inc.	81503 A	08/15/03	Pump Chlorine Repair Kit	WF-6621	WR	1,381.15	
JM Process Systems, Inc.	90403 A	09/04/03	Service PM on Backup Telemetry System	WF-6624	WR	1,400.00	2,781.15

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 13-Aug-03 TO 04-Sep-03

ACPA0309-ACPATEMP
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

09/11/03

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE	INVOICE AMOUNT	VENDOR AMOUNT
Kara Company Inc.	149285	08/29/03	Locating Paint	WF-6634	WR	376.10	376.10
Lesman Instrument Company	1/591870	08/15/03	Float Level Switches	WF-6633	WR	248.20	248.20
Maxcor Inc.	3	08/25/03	Tank Washing, Painting, Repairs: Final Invoice No. 3	WF-6633	WR	34,121.50 (a,b)	
Maxcor Inc.	3	08/25/03	Tank Washing, Painting, Repairs: Final Invoice No. 3	WF-3520	WR	16,560.60 (a,b)	50,682.10
McMaster-Carr Supply Company	75364193	08/18/03	Maintenance Supplies	WF-6622	WR	435.37	435.37
Mel's Ace Hardware	Various	08/30/03	Maintenance Supplies: August 2003	WF-6622	WR	65.29	
Mel's Ace Hardware	01150877 76	08/28/03	Meter Station Maintenance	WF-6633	WR	13.55	
Mel's Ace Hardware	01142311 77	08/07/03	Pipeline Supplies	WF-6637	WR	17.05	
Mel's Ace Hardware	01142898 76	08/09/03	Vehicle Maintenance	WF-6641	WR	44.06	139.95
Menards - Hillside	54112	08/27/03	Maintenance Supplies	WF-6622	WR	4.47	
Menards - Hillside	54113	08/27/03	Maintenance Supplies	WF-6622	WR	3.98	8.45
Naperville, City of	Various	08/19/03	Meter Sta. Service: 06/24/03-08/14/03	WF-6612	WR	326.36	326.36
National City Bank of Indiana	803236001	08/18/03	Safekeeping Fees: 06/01/03-07/31/03	WF-6233	WR	1,745.00	1,745.00
National Waterworks, Inc.	9587406	08/21/03	Meter Testing	WF-6623	WR	1,592.00	1,592.00
Neuco Inc.	406469	08/08/03	Maintenance Supplies	WF-6622	WR	92.25	92.25
Nextel Communications	648652511	08/13/03	Cellular Phone Serv.: 07/09/03-08/08/03	WF-6514	WR	58.40	58.40
NICOR	2-38-82-32429	08/30/03	DPPS Service: 07/15/03-08/12/03	WF-6513	WR	104.60	104.60

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Petty Cash, B. Slowinski, Custodian		08/14/03	Parking	WF-6131	WR	63.00	
Petty Cash, B. Slowinski, Custodian		08/14/03	Administrative Expense	WF-6590	WR	343.00	
Petty Cash, B. Slowinski, Custodian		08/14/03	Postage Reimbursement	WF-6532	WR	(20.36)	
Petty Cash, B. Slowinski, Custodian		08/14/03	Vehicle Maintenance	WF-6641	WR	34.24	
Petty Cash, B. Slowinski, Custodian		08/14/03	Bond Refunding Mtg	WF-3150	WR	23.00	442.88
Quill Corporation	3316302	08/25/03	Office Supplies	WF-6521	WR	83.08	83.08
Red Wing Shoe Store	450003493	08/13/03	Safety Shoes: J. Salz	WF-6626	WR	120.00	
Red Wing Shoe Store	450004796	08/20/03	Safety Shoes: J. Salz	WF-6626	WR	128.00	
Red Wing Shoe Store		08/06/03	Safety Shoes: M. Weed	WF-6626	WR	108.00	356.00
Rossi Contractors, Inc.	BOV-1	08/31/03	Cont. BOV-1: Partial Invoice No. 13	WF-6631	WR	288,006.52 (a)	
Rossi Contractors, Inc.	BOV-1	08/31/03	Cont. BOV-1: Partial Invoice No. 13	WF-3520	WR	(28,800.65) (a)	
Rossi Contractors, Inc.	BOV-1	08/31/03	Cont. BOV-1: Partial Invoice No. 13	WF-3530	WR	(2,610.00) (a)	256,595.87
Royal Office Products	718193	08/22/03	Office Supplies: Returns	WF-6521	WR	(7.25)	
Royal Office Products	718208	08/22/03	Office Supplies: Returns	WF-6521	WR	(137.75)	
Royal Office Products	930461	08/13/03	Office Supplies	WF-6521	WR	173.06	
Royal Office Products	931473	08/14/03	Office Supplies	WF-6521	WR	145.00	
Royal Office Products	943598	08/26/03	Office Supplies	WF-6521	WR	95.50	268.56
SBC	6308940725	08/04/03	Tank Site #1: 08/04/03-09/03/03	WF-6514	WR	21.26	
SBC	6308340100	08/22/03	Service DPPS: 08/22/03-09/21/03	WF-6514	WR	559.64	
SBC	708Z096241	08/16/03	Backup Telemetry Serv: 08/16/03-09/15/03	WF-6514	WR	1,032.08	1,612.98
SBC Paging	2220004	09/01/03	Pager Service: 09/01/03-09/30/03	WF-6514	WR	156.07	156.07
Seeco Consultants, Inc.	11230	08/21/03	Material Testing - BOV-1: 07/16/03-08/15/03	WF-6389	WR	2,959.25 (a)	2,959.25
Siemens Energy & Automation, Inc.	ARL 201903	07/31/03	Repair Level Transmitter	WF-6622	WR	500.00	500.00
Sooper Lube	33887	08/28/03	Vehicle Maintenance: M-63636	WF-6641	WR	25.95	25.95

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Specialty Mat Service	210581	08/11/03	Floor Mat Service: 08/11/03	WF-6622	WR	58.40	
Specialty Mat Service	212299	08/25/03	Floor Mat Service: 08/25/03	WF-6622	WR	58.40	116.80
SPI Energy Group		08/29/03	Eval. of On-Site Generation Proposals: 07/31/03-08/28/03	WF-6389	WR	2,203.75	2,203.75
Tank Industry Consultants, Inc.	15747	08/08/03	Conslt. Serv. for Wtr Strg Tanks Painting: 07/27/03-08/02/03	WF-6633	WR	1,077.45	
Tank Industry Consultants, Inc.	15773	08/15/03	Conslt. Serv. for Wtr Strg Tanks Painting: 08/03/03-08/09/03	WF-6633	WR	2,717.82	
Tank Industry Consultants, Inc.	15773	08/15/03	Conslt. Serv. for Wtr Strg Tanks Painting: 08/10/03-08/16/03	WF-6633	WR	3,462.75	
Tank Industry Consultants, Inc.	15799	08/29/03	Conslt. Serv. for Wtr Strg Tanks Painting: 08/17/03-08/23/03	WF-6633	WR	1,719.75	8,977.77
TelSpan	45919	07/31/03	TeleConferencing Charges: 07/11/03 & 07/17/03	WF-6514	WR	162.58	162.58
ThyssenKrupp Elevator Company		09/01/03	Elevator Maintenance: 09/01/03-09/30/03	WF-6622	WR	218.42	218.42
Total Facility Maintenance, Inc.	112654	08/12/03	Janitorial Supplies	WF-6622	WR	716.00	
Total Facility Maintenance, Inc.	112691	09/01/03	DPPS Cleaning Services: September 2003	WF-6622	WR	1,925.83	2,641.83
United Radio Communications	9523000	08/22/03	Portable Radio Batteries	WF-6641	WR	344.10	344.10
Verizon Wireless	504932116	08/18/03	Cellular Phone Serv.: 08/19/03-09/18/03	WF-6514	WR	66.58	
Verizon Wireless	504976418	08/08/03	Cellular Phone Serv.: 08/09/03-09/08/03	WF-6514	WR	93.35	
Verizon Wireless	505077564	08/11/03	Cellular Phone Serv.: 08/12/03-09/11/03	WF-6514	WR	35.42	195.35
Viking Office Products	367778	07/22/03	Office Supplies	WF-6521	WR	93.27	
Viking Office Products	477589	08/26/03	Office Supplies	WF-6521	WR	58.96	152.23
Waste Management North	1923391-2008-6	09/01/03	Refuse Disposal	WF-6622	WR	150.25	150.25
Total Accounts Payable							3,947,386.49