



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED MAY 2006 MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 10:30 A.M. ON THURSDAY, MAY 11, 2006, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED MAY 2006 REGULAR MEETING IS AS FOLLOWS:

AGENDA

DUPAGE WATER COMMISSION
THURSDAY, MAY 11, 2006
10:30 A.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

I. Roll Call

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

II. Public Comments

III. Approval of Minutes

A. Regular Meeting of April 13, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the April 13, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session of April 13, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the April 13, 2006 Executive Session of the DuPage Water Commission (Voice Vote).

IV. Treasurer's Report – April 2006

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

RECOMMENDED MOTION: To accept the April 2006 Treasurer's Report (Voice Vote).

V. Committee Reports

A. Administration Committee

1. Report of 5/11/06 Meeting
2. Actions on Items Listed on 5/11/06 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 5/11/06 Meeting
2. Actions on Items Listed on 5/11/06 Engineering & Construction Committee Agenda
3. Resolution No. R-18-06: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 11, 2006, DuPage Water Commission Meeting

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

C. Finance Committee

1. Report of 5/11/06 Meeting
2. Actions on Items Listed on 5/11/06 Finance Committee Agenda

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-16-06: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

- B. Resolution No. R-17-06: A Resolution Directing Advertisement for Bids on a Contract for the Relocation and Construction of Cadwell Avenue in Elmhurst, Illinois (Contract PSD-6B/06)

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

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

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

- Resolution No. R-19-06: A Resolution Approving and Authorizing the Execution of a Master Contract with Westin Engineering, Inc. for Professional Engineering Services

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

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

IX. Old Business

- A. Ordinance No. O-3-06: An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the County of DuPage (Revised)

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

RECOMMENDED MOTION: To adopt revised Ordinance No. O-3-06: An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the County of DuPage (Roll Call).

- B. Summary of Action Taken Since Previous Meeting

X. New Business

XI. Accounts Payable

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

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

XII. Public Comments

XIII. Executive Session

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

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

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, APRIL 13, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

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

Commissioners Absent: T. Feltes, W. Mueller, and J. Vrdolyak

Also in attendance: Treasurer R. Thorn, R. Martin, R. M. Richter, M. Crowley, C. Johnson, E. Kazmierczak, R. C. Bostick, F. Frelka, T. McGhee, and K. Godden

Commissioner Ferraro moved to Open the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2006 and Ending April 30, 2007. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

General Manager Martin reported that the draft Budget had been distributed to all customers of the Commission and that no comments had been received to date.

There being no other comments, Commissioner Wilcox moved to Close the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2006 and Ending April 30, 2007. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Ferraro moved to approve the Minutes of the March 20, 2006 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Mathews and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of March 2006 which showed receipts of \$7,231,558.00, disbursements of \$14,866,291.00, and a cash and investment balance of \$149,803,240.00.

Minutes of the 4/13/06 Meeting

Commissioner Ferraro moved to accept the March 2006 Treasurer's Report. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Hartwig

Commissioner Hartwig reported that the Administration Committee discussed the appropriate memorial for former General Manager Holzward. Commissioner Hartwig also reported that the Committee reached consensus on installing a memorial plaque within the DuPage Pumping Station and that the inscription on the plaque should be modeled after Resolution No. R-1-06: A Resolution in Memoriam to James J. Holzward, yet be comparable in length and tone to the inscription on the memorial plaque honoring former General Manager Palmer. Commissioner Hartwig concluded his report by noting General Manager Martin would be preparing a draft inscription in accordance with the Committee's directions for review and approval at the May meeting.

Engineering Committee – Reported by Commissioner Wilcox

Commissioner Wilcox reported that the Engineering Committee reviewed and recommended for approval Resolution Nos. R-14-06 and R-15-06. Commissioner Wilcox also reported that staff is working on the negotiations with Rossi Contractors, Inc. to close out Contract TIB. Commissioner Benson advised that the Lake Michigan water level is down 5 inches.

Finance Committee

No meeting due to lack of a quorum

CHAIRMAN'S REPORT

Chairman Vondra requested that the time of the May meeting be moved to 10:30 A.M.

Commissioner Mathews made a motion to change the time of the May 2006 Regular Commission meeting to 10:30 A.M., with Committee meetings starting at 10:00 A.M. (if needed). Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance No. O-4-06 be removed from the Majority Omnibus Vote Agenda for separate consideration.

Minutes of the 4/13/06 Meeting

Commissioner Wilcox moved to adopt Resolution No. R-13-06: A Resolution Reviewing Certain Executive Session Meeting Minutes at the April 13, 2006, DuPage Water Commission Meeting. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

Commissioner Wilcox moved to adopt Ordinance No. O-4-06: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2006 and Ending April 30, 2007. Seconded by Commissioner Hartwig.

Commissioner Chaplin asked for an explanation regarding the large difference in the budget for Administrative salaries and wages from FY 05-06 to FY 06-07. General Manager Martin explained that, in addition to the customary 6% annual salary increases, there was a reclassification of salaries from the Operations Department to the Administration Department, hence creating the large difference. General Manager Martin also noted it was currently contemplated that only one GIS Intern would be hired for the summer season instead of the two interns that were budgeted for.

Commissioner Wilcox inquired as to why the Commission was budgeting \$10,000,000 for the Water Quality Loans Reserve when only a \$4,000,000 loan is contemplated for FY 06-07, and Commissioner Mathews questioned the \$0.00 budget for the Grant to DuPage County. Financial Administrator Richter advised he would report back with an explanation to the Board at the May meeting.

After Commissioner Mathews confirmed with staff that a check is still being issued to the County of DuPage in the amount of \$15,000,000.00 for the 4th installment of the \$75,000,000.00 grant per PA-93-0226, the motion to adopt Ordinance No. O-4-06: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2006 and Ending April 30, 2007 was approved by a Roll Call Vote:

Ayes: R. Benson, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: E. Chaplin

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance Nos. O-5-06 and O-6-06 be removed from the Super/Special Majority Omnibus Vote Agenda for separate consideration.

Commissioner Wilcox moved to adopt Resolution Nos. R-14-06 and R-15-06 listed on the revised Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Benson and unanimously approved by a Roll Call Vote:

First Super/Special Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

Item 1: Resolution No. R-14-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Patrick Engineering, Inc. at the April 13, 2006, DuPage Water Commission Meeting—"First Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-15-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the April 13, 2006, DuPage Water Commission Meeting—"First Super/Special Majority Omnibus Vote"

Commissioner Murphy moved to adopt, for FY 06-07 only and in a single group pursuant to the Omnibus Vote Procedures, Ordinance No. O-5-06: An Ordinance Establishing a Rate for Operations and Maintenance Costs and Ordinance No. O-6-06: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer, both as presented at the April 13, 2006, meeting. Seconded by Commissioner Ferraro and approved by a Roll Call Vote:

Second Super/Special Majority Omnibus Vote

Ayes: R. Benson, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: E. Chaplin

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

Item 1: Ordinance No: O-5-06: An Ordinance Establishing a Rate for Operation and Maintenance Costs—"Second Super/Special Majority Omnibus Vote"

Item 2: Ordinance No. O-6-06: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer—"Second Super/Special Majority Omnibus Vote"

Minutes of the 4/13/06 Meeting

Commissioner Wilcox stated for the record that Ordinance Nos. O-5-06 and O-6-06 approved and established a rate for Operation and Maintenance Costs and Fixed Costs for FY 2006/2007 only. Commissioner Chaplin stated for the record her objection to Ordinance Nos. O-4-06, O-5-06, and O-6-06 based upon her belief that the Commission needs to abate sales taxes.

OLD BUSINESS

Commissioner Murphy moved to take from the table Commissioner Murphy's March 20, 2006, motion to adopt Ordinance No. O-3-06: An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the County of DuPage and place it on the May 11, 2006, Commission Meeting Agenda. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson voiced his concerns regarding the County or any other customer taking any action to dissolve the Commission and suggested that the Administration Committee research how best to obtain a "no dissolution" agreement from the customers. Though noting a no dissolution covenant could be added to each customer contracts, including the pending County contract, Staff Attorney Crowley advised that the County as well as the Commission's other customers would have to go back to their respective governing bodies to approve the modified contracts. Commissioner Wilcox objected to discussing no dissolution covenants because the issue was not included on the Agenda. Commissioner Murphy stated that no dissolution covenants were a matter of governance and that governance issues should be left for another time. The other Commissioners concurred in Commissioner Murphy's assessment.

NEW BUSINESS

Chairman Vondra inquired how the meeting with the City of Chicago Water Department went. General Manager Martin stated the meeting went well and that Staff Attorney Crowley is working on an Intergovernmental Agreement and the RFP for the Value Engineering Evaluation. Commissioner Benson suggested the Commission reconsider its position on centralized back-up generation, noting that Commission's business interruption insurance and/or decentralized back-up generation (making the customers solely responsible) should be sufficient because, in Commissioner Benson's view, the risk of a complete blackout was remote. Chairman Vondra commented that after 18 months of investigation, the Commission made a commitment for centralized back-up generation with the City of Chicago and, therefore, it was important for the Board to move forward with the commitment. Commissioner Wilcox confirmed that the Commission is not liable to its customers for any failure to supply water.

ACCOUNTS PAYABLE

Commissioner Ferraro moved to approve the Accounts Payable in the amount of \$84.00 subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

PUBLIC COMMENTS

None

EXECUTIVE SESSION

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

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

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

Commissioner Ferraro moved to come out of Executive Session at 8:10 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Hartwig moved to approve the salary increase for General Manager Martin, retroactive to May 1, 2005, in accordance with the discussion in Executive Session. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: T. Feltes, W. Mueller, and J. Vrdolyak

Minutes of the 4/13/06 Meeting

Commissioner Wilcox moved to adjourn the meeting at 8:11 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0604.doc

DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
APRIL 30 2006

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2006	FY 2005	INC - (DEC)	FY 2006	FY 2005	INC - (DEC)
WATER SALES	\$ 3,347,843	4,368,984	(1,021,141)	49,766,986	51,249,273	(1,482,287)
SALES TAX	2,830,388	2,663,968	166,420	34,464,590	33,443,738	1,020,852
INVESTMENT INCOME	213,178	238,314	(25,136)	4,171,341	1,974,003	2,197,338
OTHER INCOME	-	-	-	210	110,647	(110,437)
TOTAL REVENUE	6,391,409	7,271,266	(879,857)	86,403,127	86,777,661	1,625,466
EXPENDITURES						
PERSONAL SERVICES	321,511	228,453	93,058	2,977,552	5,400,303	(2,422,751)
PROFESSIONAL SERVICES	3,892	2,207	1,685	69,363	202,958	(133,595)
CONTRACTUAL SERVICES	2,606	62,369	(59,763)	420,376	931,615	(511,239)
INSURANCE	12,616	5,968	6,648	716,751	857,154	(140,403)
ADMINISTRATIVE COSTS	24,025	12,448	11,577	235,790	159,995	75,795
WATER SUPPLY COSTS	3,320,789	3,537,289	(216,500)	48,241,687	41,612,390	6,629,297
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	29,917,894	30,618,997	(701,103)
LAND AND RIGHT OF WAY	532	-	532	3,523	3,491	32
CAPITAL EQUIPMENT PURCHASES	18,089	18,244	(155)	1,876,972	184,050	1,692,922
TOTAL EXPENDITURES	3,704,060	3,866,978	(162,918)	84,459,908	79,970,953	4,488,955
NET INCREASE IN FUNDS	2,687,349	3,404,288	(716,939)	3,943,219	6,806,708	(2,863,489)

FUNDS CONSIST OF:

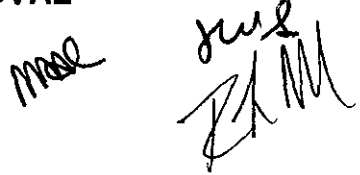
	April 30, 2006	April 30, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	6,118	1,408
CASH AT OAKBROOK BANK LOCK BOX	708,108	1,091,795	(383,687)
CASH AT VILLA PARK TRUST & SAVINGS	63,787	5,995	57,792
TOTAL CASH	780,221	1,104,708	(324,487)

	April 30, 2006	April 30, 2005	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	19.99%	13.66%	34.1%	30,392,481	22,657,957	7,734,524
ILLINOIS FUNDS PRIME FUND	17.03%	15.03%	3.9%	25,885,619	24,925,967	959,652
GOVERNMENT MONEY MARKET FUNDS	0.00%	0.63%	-99.7%	2,869	1,051,350	(1,048,481)
U. S. TREASURY INVESTMENTS	16.12%	13.79%	7.2%	24,504,568	22,866,729	1,637,839
U. S. AGENCY INVESTMENTS	29.43%	40.91%	-34.1%	44,756,000	67,873,157	(23,117,157)
CERTIFICATES OF DEPOSIT	17.43%	15.98%	0.0%	26,500,000	26,500,000	-
TOTAL INVESTMENTS	100.00%	100.00%	-12.6%	152,041,537	165,875,160	(13,833,623)
TOTAL FUNDS				152,821,758	166,979,868	(14,158,110)

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

DATE: April 19, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Instrumentation & Remote Facilities
ITEM	A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-16-06	APPROVAL	
Account Number: N/A			
<p>Resolution No. R-16-06 is a Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission. The Resolution authorizes the General Manager to dispose of the instrumentation assets listed on Exhibit A to the Resolution because these assets are no longer useful to the Commission.</p>			
MOTION: To approve Resolution No. R-16-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-16-06

A RESOLUTION AUTHORIZING THE DISPOSAL
OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DuPAGE WATER COMMISSION

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, it is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain the personal property now owned by it and described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property");

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk


Board\Resolutions\R-16-06.doc

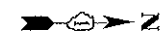
EXHIBIT A

<u>Quantity</u>	<u>DWC Inventory #</u>	<u>Description</u>	<u>Date Purchased</u>
1	414	PANASONIC KX-P1624	05/21/91
1	961	Sound and Dust Shield for dot matrix printer	02/11/92
1	1156	HP LASERJET 5M PRINTER	01/27/97
1	1200	PRO VIEW KM-810 19" MONITOR	09/03/98
1	1221	PRO VIEW KM-810 19" MONITOR	11/17/98
1	1224	TOSHIBA 5560 COPIER	01/18/99
1	1225	TOSHIBA 10 BIN SORTER	01/18/99
1	1238	VIEWSONIC OPTIQUEST V95 19" MONITOR	09/16/99
1	1239	VIEWSONIC OPTIQUEST V95 19" MONITOR	09/16/99
1	1240	VIEWSONIC OPTIQUEST Q95 19" MONITOR	02/16/00
1	1259	PRO VIEW PS-910 19" MONITOR	10/09/00
1	1260	PRO VIEW PS-910 19" MONITOR	10/09/00
1	1262	PRO VIEW PS-910 19" MONITOR	10/09/00
1	1283	AOC 9GLRS 19" MONITOR	06/08/01

DATE: May 4, 2006

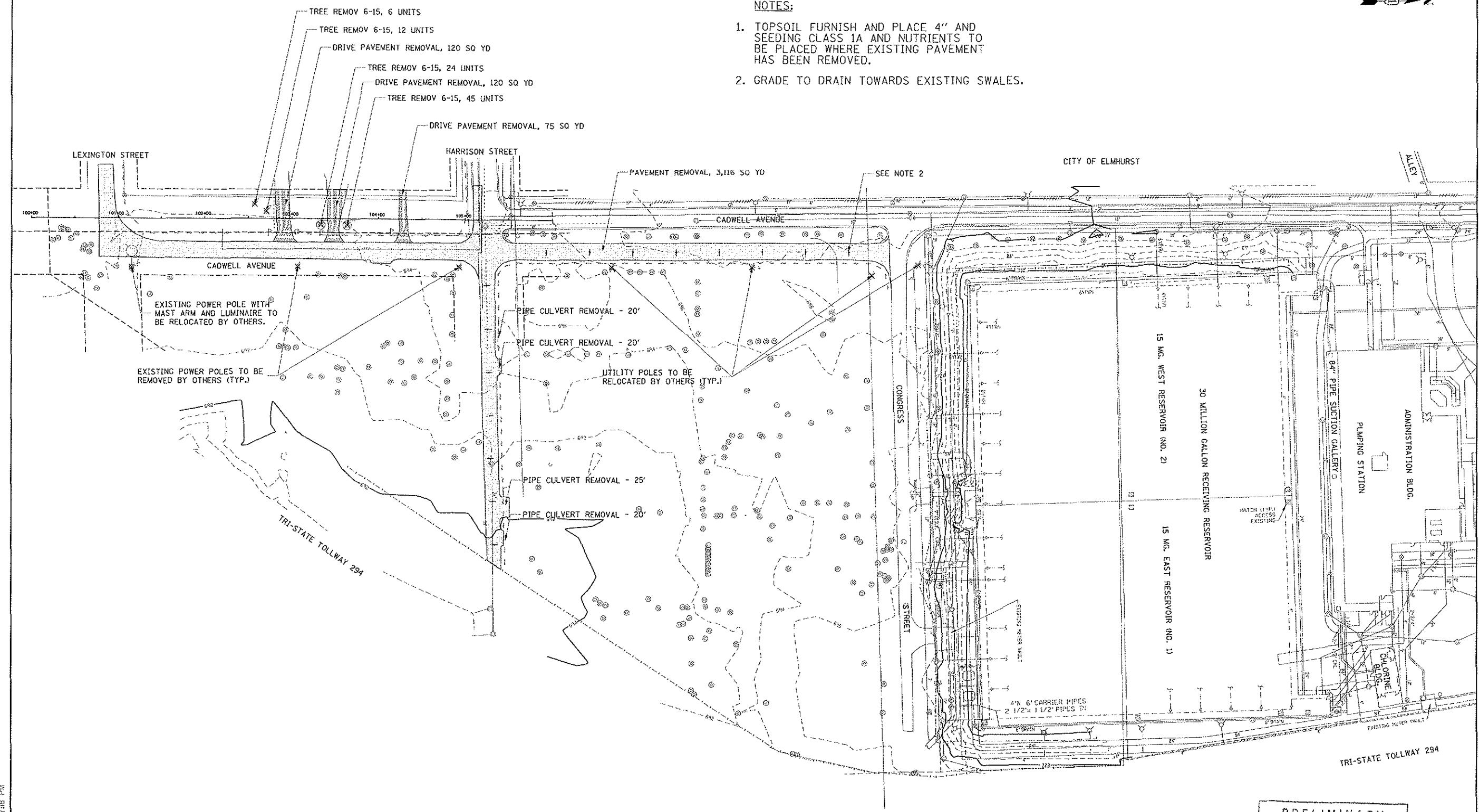
REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Directing Advertisement for Bids on a Contract for the Relocation and Construction of Cadwell Avenue in Elmhurst, Illinois (Contract PSD-6B/06)</p> <p>Resolution No. R-17-06</p>	APPROVAL 	
<p>Account Number: 01-60-7610</p> <p>At the April 13, 2006, meeting, the Board approved a Management Budget for Fiscal Year 2006-2007 which included the relocation and construction of Cadwell Avenue.</p> <p>Cadwell Avenue is located south of the DuPage Pumping Station and directly west of the future reservoir site. The relocation of Cadwell Avenue will allow the Commission to formally abandon the Congress and Harrison Avenue rights-of-way as approved in the Commission's annexation agreement with the City of Elmhurst. This will allow for the relocation of utilities and thereby allow the Commission to provide and install additional perimeter security at the DuPage Pumping Station.</p> <p>The roadway construction has been designed in accordance with City of Elmhurst standards and the pre-final plans are currently under final review by the City of Elmhurst (see attached).</p> <p>Resolution No. R-17-06 would authorize the advertisement for bids for this project and establish requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds.</p>			
<p>MOTION: To approve Resolution No. R-17-06.</p>			



NOTES:

1. TOPSOIL FURNISH AND PLACE 4" AND SEEDING CLASS 1A AND NUTRIENTS TO BE PLACED WHERE EXISTING PAVEMENT HAS BEEN REMOVED.
2. GRADE TO DRAIN TOWARDS EXISTING SWALES.

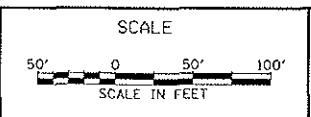


PRELIMINARY
NOT FOR CONSTRUCTION

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NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED	JMM
DRAWN	JMM
CHECKED	DBM
DATE	APRIL 2006



DUPAGE WATER COMMISSION
CONCRETE RESERVOIRS

CTE | AECOM
343 EAST BRICKER DRIVE, SUITE 600
CHICAGO, ILLINOIS 60601-5702, PHONE (773) 938-0300

DEMOLITION PLAN

SHEET	3	SHEETS
OF	6	
CTE PROJECT NO.	40675	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-17-06

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A
CONTRACT FOR THE RELOCATION AND CONSTRUCTION OF
CADWELL AVENUE IN ELMHURST, ILLINOIS
(Contract PSD-6B/06)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled “Contract for the Relocation and Construction of Cadwell Avenue in Elmhurst Illinois—Contract PSD-6B/06” (the “Contract”).

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

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

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General Instructions to Bidders

substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE RELOCATION AND CONSTRUCTION OF
CADWELL AVENUE IN ELMHURST, ILLINOIS
CONTRACT PSD-6B/06

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Consoer Townsend Envirodyne
Engineers, Inc.
303 East Wacker Drive
Chicago, Illinois 60601

1. Invitation to Bid

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

Relocation and construction of Cadwell Avenue in Elmhurst, DuPage County, Illinois.

The Work shall be performed at the following Work Site:

Owner's DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, DuPage County, Illinois.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

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

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

INVITATION

- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgement;
- (7) Bidder's Sworn Work History Statement;
- (8) Other Information Submitted by Bidder, if requested;
- (9) Notice of Award; and
- (10) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of \$[TO BE DETERMINED] per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, [TO BE DETERMINED], 2006, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a

INVITATION

Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the forms included in Appendices to the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

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

DATED this ____ day of _____, 2006.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE RELOCATION AND CONSTRUCTION OF
CADWELL AVENUE IN ELMHURST, ILLINOIS
CONTRACT PSD-6B/06

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

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

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

GENERAL INSTRUCTIONS

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

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

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

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

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

GENERAL INSTRUCTIONS

5. Permits and Licenses

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

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

GENERAL INSTRUCTIONS

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

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

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid

GENERAL INSTRUCTIONS

Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

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

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

GENERAL INSTRUCTIONS

Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

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

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

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

GENERAL INSTRUCTIONS

this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

GENERAL INSTRUCTIONS

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

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

15. Closing of Contract

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

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

GENERAL INSTRUCTIONS

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

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

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE RELOCATION AND CONSTRUCTION OF
CADWELL AVENUE IN ELMHURST, ILLINOIS
CONTRACT PSD-6B/06


SPECIAL INSTRUCTIONS TO BIDDERS

1. Prohibited Suppliers

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

DATE: May 4, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the May 11 2006, DuPage Water Commission Meeting Resolution No. R-18-06	APPROVAL	
Account Number: 01-60-7510 Contract TIB-1			
Resolution No. R-18-06 would approve the following Change Orders:			
<p>Change Order No. 14 to Contract TIB-1/03 (Inner Belt Transmission Main). This Change Order would provide payment for certain additional work requested by the Commission, as well as certain additional work requested by the City of Elmhurst pursuant to R-28-05 (A Resolution Approving and Ratifying the Execution of an Intergovernmental Agreement Between the DuPage Water Commission and the City of Elmhurst Regarding Contract TIB-1/03 Restoration Work). In addition, approval of this Change Order would provide payment to the Contractor relative to a negotiated settlement of all outstanding disputed claims and issues, as well as partially balance the Contract to eliminate unused units and add units used. Finally, approval of this Change Order would authorize a Contract Time extension of 225 calendar days, extending the Contract Completion Date from November 18, 2005, to July 1, 2006.</p>			
Approval of this Change Order would represent a net increase in the Contract Price by \$1,688,517.86 but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.			
MOTION: To approve Resolution No. R-18-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-06

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
MAY 11, 2006, DUPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk


Board\Resolutions\R-18-06.doc

Exhibit 1

Resolution No. R-18-06

1. Change Order No. 14 to Contract TIB-1/03 (Inner Belt Transmission Main) in the net amount of \$1,688,517.86.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Master Contract with Westin Engineering, Inc. for Professional Engineering Services</p> <p>Resolution No. R-19-06</p>	APPROVAL	
<p>Account Number: 01-60-6280</p> <p>Resolution No. R-19-06 would approve a master contract with Westin Engineering, Inc. for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-19-06 would also approve the following Task Order to the Master Contract:</p> <p>Task Order No. 1: Implementation Services Datastream 7i</p> <p>Task Order No. 1 is for the assistance in the upgrade of the computerized maintenance management system from Datastream MP2 to version 7i.</p> <p>Westin will assist the Commission in carrying out this upgrade to ensure the following:</p> <ul style="list-style-type: none"> • The upgrade is configured according to the specific needs of the Commission, thereby making the most beneficial use of the software. • Industry best practices are followed. • The upgrade is conducted in a timely and efficient manner. <p>Cost of this Task Order is not-to-exceed \$67,050.00.</p>			
MOTION: To approve Resolution No. R-19-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-19-06

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A MASTER CONTRACT WITH WESTIN ENGINEERING, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and Westin Engineering, Inc., a California corporation ("Consultant"), desires to provide from time to time, professional engineering services in connection with the Commission's Computerized Maintenance Management System (CMMS) and other projects; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and Consultant will provide from time to time, professional engineering services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desire to provide under the master contract, assistance in the upgrade of the computerized maintenance management system from Datastream MP2 to version 7i;

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and Westin Engineering, Inc. for Professional Engineering Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Master Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Contract executed by Westin Engineering, Inc.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order No. 1 to the Master Contract, in substantially the form attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute Task Order No. 1 to the Master Contract in substantially the forms attached hereto as Exhibit 2, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order No. 1 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have

Resolution No. R-19-06

been presented with copies of Task Order No. 1 executed by Westin Engineering, Inc.. Upon execution by the General Manager, Task Order No. 1 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2006.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-19-06.doc

EXHIBIT 1

**MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
WESTIN ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
WESTIN ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
WESTIN ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Westin Engineering, Inc., 221 North LaSalle Street, Suite 1260, Chicago, Illinois 60601, a California corporation ("Consultant"), make this Contract as of the 11th day of May, 2006, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

standards of professional practice in the same locality under similar conditions and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

may be reasonably requested and paid for by Owner before final acceptance of the Services for such Project to fully document the Services for such Project ("Required Submittals").

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

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract except for delays resulting from causes that could not be avoided or controlled by Consultant.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled.

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

ARTICLE III CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Standard of Care

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

Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

(a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

2. 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.

3. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent errors or omissions, negligent acts, or misrepresentations. For each Project delineated and described in a Task Order issued pursuant to this Contract, such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment under such Task Order.

4. 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.

4.2 Indemnification

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

ARTICLE V PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order.

In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase, except for Services to be paid for on a lump sum basis; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are

defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant; (4) claims of Consultant's subcontractors or suppliers; (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 the Task Order for such Project and this Contract; or (9) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

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 costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

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

ARTICLE VI REMEDIES

6.1 Owner's Remedies

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation in the Task Order for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such

Event of Default within 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 the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project, providing payment for such portion of the Services not in default under the Task Order for such Project.
4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, costs, including reasonable attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any direct damages suffered by Owner that may arise out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII **LEGAL RELATIONSHIPS AND REQUIREMENTS**

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

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

Consultant hereby represents that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which

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

7.5 Confidential Information

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

7.6 Security

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

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

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

5. Verification of Identity

6. Fingerprints

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

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

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

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

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

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

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

Westin Engineering, Inc.
221 North LaSalle Street
Suite 1260
Chicago, Illinois 60601
Attention: Eric A. Durdov, P.E.

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

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.10 Governing Laws

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

7.11 Changes in Laws

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

7.12 Compliance with Laws and Grants

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

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

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

7.13 Documents

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents for a period of not less than three years unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents

available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract or any Task Order issued pursuant to this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.14 Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments

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

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

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Maureen A. Crowley
Clerk

By: _____
Robert L. Martin
General Manager

Attest/Witness:

WESTIN ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

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

- l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
 - m. Prepare and continuously update drawings of record and submit one set of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
- 6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Westin Engineering, Inc. ("Consultant"), for Professional Engineering Services dated as of May 11, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state "none"]

4. **Commencement Date:**

☐

the date of execution of this Task Order by Owner.

☐

_____ days following execution of this Task Order by Owner.

☐

_____ days following issuance of Notice to Proceed by Owner.

☐

_____, 200_.

5. **Completion Date:**

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

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

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

For use with multiple phase projects with separate completion dates:

- A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Preliminary Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. Final Design Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- D. Bidding or Negotiating Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- F. Operational Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- G. _____ Phase: _____ days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

☐

LUMP SUM TASK ORDER

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

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

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

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

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

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER***For use with single phase projects or multiple phase projects with uniform pricing:***

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

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

For use with multiple phase projects with separate pricing:

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

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

DIRECT COST TASK ORDER***For use with single phase projects or multiple phase projects with uniform pricing:***

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

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

For use with multiple phase projects with separate pricing:

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

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



PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. Payments:

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

For use with Lump Sum Task Orders:

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

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

OR

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

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

For use with Percentage of Construction Cost Task Orders:

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

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

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %

Operational _____ %
 _____ %

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

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

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

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

10. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

11. **Attachments:**

[List or state "none"]

Task Order No. _____

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

The Effective Date of this Task Order is _____, 200_.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

Task Order No. _____

WESTIN ENGINEERING, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 221 North LaSalle Street, Suite 1260, Chicago, Illinois 60601

E-mail Address:

Phone:

Fax:

EXHIBIT 2

TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner" or "Commission") and Westin Engineering, Inc. ("Consultant" or "Westin"), for Professional Engineering Services dated as of May 11, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Assistance in the upgrade of the computerized maintenance management system from Datastream MP2 to version 7i.

Task 110 Upgrade Assessment and Recommendations

Task 120 Datastream Work Management Business Process Implementation

Task 130 Metrics and Reporting Implementation

2. **Services of Consultant:**

The DuPage Water Commission wishes to upgrade their Datastream Computerized Maintenance Management System (CMMS) software from MP2 to 7i version 7.8 to support Commission Asset and Maintenance Management processes and procedures.

Westin will assist the Commission in carrying out this upgrade to ensure the following:

- The upgrade is configured according to the specific needs of the Commission, thereby making the most beneficial use of the software
- Industry best practices are followed
- The upgrade is conducted in a timely and efficient manner

The requested implementation services are focused on providing guidance and assistance to assure a successful upgrade of the software so the Commission can realize a greater return on investment of the upgrade purchase. Westin will help accomplish this by ensuring the Commission is utilizing the software to their highest potential.

In addition to upgrade implementation service, Westin will provide workshops, training sessions, and on-site assistance to assist the Commission in implementing best practices for asset management and business processes which are primarily performed using the Datastream 7i CMMS tool. This provides a foundation for the subsequent alignment of the Commission's business processes with best practices in Enterprise Asset Management. It is extremely important that this task is conducted in an inclusive manner, engaging all of the Commission's operating units in the definition of commonly used processes. To this end, Westin is proposing a scope of work that engages key personnel from each of the Commission's operating units and facilities. The operating units include: Operations, Instrumentation, Remote Facilities, and Pipeline.

At the Commission's request, the scope of the proposed upgrade implementation services is predicated on most of the work being accomplished by Commission

personnel, with Westin providing consultation on processes and methodologies, and facilitating decisions on content, format, schemes and data structures. Details of Westin's approach and scope of work are as follows:

Task 110 – MP2 Upgrade Assessment and Recommendations

Objective: All information technology applications require configuration, data, and utilization of the system in order to be useful. The quality and completeness of each of these aspects is paramount to a successful implementation or upgrade. The objective of this task is therefore to provide analysis and recommendations based on the upgrade from Datastream MP2 to the 7i product. This task will provide the Commission with solid guidance on what gaps currently exist and how to best enhance the CMMS and build upon it for the future. The recommendations and oversight provided by Westin will allow the Commission maximum usability and functionality of Datastream 7i.

There are three main factors that contribute to a successful CMMS:

1. **Utilization:** In a typical implementation of a CMMS, only 20 percent of the functionality is used. To maximize return on investment, it is vital to understand where potential gains can be made through implementing additional functionality available in the CMMS. Further, it is not uncommon for different people to use the system in slightly different ways. It is important to understand how each user utilizes the system and to what extent.
2. **Configuration:** The Datastream 7i system contains innumerable configuration and setup options. The 7i Express system and implementation contains the minimum required setup, and many enhancements can be made through additional configuration options. It is extremely important that the configuration is performed based upon an alignment with the Commissions business process.
3. **Data:** The data includes system codes, numbering schemes, naming conventions, and completeness and uniformity of records. Without a common approach to each of these aspects the system will not provide useful reports which will affect planning and budgeting efforts. Further, the Commission purchased data migration services to convert only static data, which does not include historical data from the MP2 system.

Westin will assess each of these three areas and provide recommendations and guidance for improvements.

Methodology:

Subtask 111: Utilization Analysis

There are two aspects to consider in the utilization of the CMMS system:

- What modules are used?
- Who uses the system?

Westin will conduct a 1 day workshop with Commission management and CMMS users to provide insight to CMMS best practices. This workshop will provide detail on the purpose and benefit of various CMMS modules. Westin will then work with the Commission to determine where emphasis should be placed during the upgrade implementation. The workshop will provide the foundation for

creating a report which will document the state of the current system and provide recommendations where the Commission can improve maintenance operations by implementing additional functionality of the CMMS.

Deliverable:

1. Utilization Assessment and Recommendations memorandum

Subtask 112: Configuration Analysis and Recommendations

The Westin Team will work with the Commission to determine best configuration choices based on maintenance operations, and planned use of the software. Westin will then work with the Commission's Datastream System Administrator and the assigned Datastream Consultant, to make configuration recommendations for the Datastream 7i system. The assessment and resulting recommendations will include, but are not limited to:

- User security and Permissions
- Authorization settings
- System Codes
- Installation parameters
- Dataspys
- Inbox setup

Deliverable:

1. Configuration Analysis and Recommendations memorandum

Subtask 113: Data Analysis

This task builds on the foundation of Subtask 112 by specifically analyzing the Commission's data which was converted from the Datastream MP2 product. Westin will assess the CMMS database to determine if best practices are followed for:

- numbering schemes
- naming conventions
- completeness of records
- uniformity of records

Westin will also spend 1-2 days observing and interviewing Datastream MP2 users and discussing their use of the system as it applies to searching, sorting, and filtering data and/or records. This data analysis provides the basis for Westin to then develop a Data Improvement Memorandum for the database. This memo will focus on data entry and cleansing efforts, and emphasize best practices, recommendations, and key decisions from previous workshops. It will identify the steps that need to be accomplished to attain a comprehensive, quality database and the recommended prioritization of those steps. The data analysis will be conducted for all modules currently used in the CMMS.

Further, Westin will perform a cost benefit analysis to determine if the Commission should consider converting historical MP2 data to Datastream 7i. Westin has performed similar cost benefit analyses for previous clients to determine if the investment to convert historical data is worthwhile.

Findings will be presented to the Commission and the team in a ½ day workshop. In this workshop, Westin will present the Data Analysis Report and Data Improvement Memorandum, including a recommendation for converting historical data. Following the workshop, a formal Data Analysis Report and Improvement Memorandum will be submitted.

Deliverable:

1. Data Analysis Report
2. Improvement Memorandum

Subtask 114: Upgrade Plan

“If you don’t know where you are going, how will you know when you get there?”

To answer this question, Westin will provide an implementation/upgrade plan. The plan will guide the Commission through the upgrade process and will increase the opportunity for success and expedite return on investment.

Building on knowledge acquired in the previous three tasks, Westin will assist the Commission in preparing a Datastream MP2 to 7i Upgrade Plan. Westin will work directly with Datastream to coordinate activities, and ensure that all services provided by Datastream or Westin are coordinated and do not overlap in scope or schedule. The integrated schedule will provide the Commission with technical implementation services from Datastream, and industry best practices and proven methodology from Westin for conducting a CMMS upgrade in a water utility. This plan will outline the major tasks required, a recommended schedule with prioritization of activities, and potential risks with corresponding mitigation plans. The deliverables from the previous tasks will be compiled in the appendices of this plan for reference during the execution of the plan.

Westin will provide guidance to the Commission resource responsible for the upgrade to create the plan. Westin will conduct and iteration of review sessions and provide feedback for the Commission resource to revise the plan. Westin will then provide management consulting to execute and manage the plan through completion.

Task 120 – Datastream Business Process Best Practices Implementation

Objective: The most common enterprise software implementation/upgrade failures are due to either lack of use or lack of standard processes to ensure data consistency. Each of these creates issues with reporting historical cost and equipment data, and finding asset repair information when needed. The business process implementation will focus on these key functions of the Upgraded Datastream 7i CMMS:

Work Orders - The first basic function of a CMMS is to help organizations manage work: to respond to work requests, create work orders, assist in managing work in progress, and to record completed work. These best practices will therefore define work

processes and establish work practices within the DuPage Water Commission. Work Orders include:

- Work Requests
- Reactive/Corrective Work Order entry
- Closing Work Orders
- Preventive Maintenance Work
- Asset and Inventory Maintenance Management – a crucial aspect to maintaining a CMMS capable of providing detailed information is to keep the data current. The business processes for this topic will focus on how inventory is accepted into inventory, expended on work, and transferred within the organization. Processes will also cover obsolete inventory and updating asset information.
- Planning and Scheduling – These practices describe how to chop down work order “trees” by sharpening the planning and scheduling “axe.” The processes will establish activities and sequences of events necessary to plan and schedule maintenance work orders to achieve the most efficient use of manpower and material.

If I had 8 hours to chop down a tree, I'd spend 6 hours sharpening the axe.
Abe Lincoln
- *Planning* is the very heart and soul of sound maintenance management. Planning is simply allotting resources (time, materials and people) to known work. Since one of the primary objectives of managed maintenance is to eliminate unplanned (reactive) work, it follows that all maintenance work should be planned.
- *Scheduling* is allotting planned work in the time available to perform it. It involves knowing who will be available to do work, when the work must be accomplished and when assets will be available to have work done. Since one of the primary objectives of managed maintenance is to eliminate unplanned (reactive) work through proactive, reliability centered activities, it follows that most maintenance work (in the form of preventive and predictive techniques) should be prescheduled.

For each of these critical CMMS elements, Westin will provide up to 3 days of workshops with key Commission management stakeholders and staff to convey industry best practices, assess current Commission practices, and define best practices for the desired future state.

The end product of this task is documented current state business processes and defined future state business processes. Westin will provide oversight and conduct a weekly update meeting with the Commission once the processes are rolled out to ensure that the upgraded Datastream CMMS is being used to its fullest capability.

Westin recommends that all The Commission personnel who will be using this system receive Datastream training directly from the vendor prior to the start of this task.

Methodology:

Subtask 121: Supervisor Work Management Best Practices Workshop

In order to build workforce consensus and buy-in to formalized work management processes, operations and maintenance supervisors must first understand and accept

the necessity and advantages that can be realized from the processes. This task is designed to provide that understanding and initial acceptance. Supervisors will be provided the when, where, how and why of “best practice” work management. They will also be shown the links between management processes and the upgraded Datastream application. Likewise, this task will help Westin understand existing processes and how they might be incorporated into formalized, automated CMMS management of maintenance activity. This workshop will be 1 day in duration and all management and supervisory stakeholders should attend.

Deliverables:

1. Supervisor Work Management Process Training Materials

Subtask 122: Current State Business Process Assessment and Documentation

Westin will perform a 1 day SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis workshop to help identify the current state of the Commission's maintenance management practices. Westin will also observe and gather information from Commission maintenance staff. The SWOT analysis, observation of maintenance operations, and knowledge imparted to Westin during the workshop in Subtask 121 will provide the basis to document the current state processes. The SWOT analysis will identify areas for improvement which will be used to define the future state processes.

Deliverables:

1. SWOT Analysis memorandum
2. Documented current state processes

Subtask 123: Future State Business Process Definition and Documentation

Westin will identify gaps in the current state processes, and apply industry knowledge and experience to provide recommendations for implementing best practices in the work management functions performed within the Commission's Datastream CMMS. Westin will conduct up to 2 days of workshops with Commission stakeholders and staff, which will result in the creation of future state models of business processes. There will be a one to one relationship between current state and future state processes.

The future state models will take into consideration the functions and features provided by Datastream 7i. These will model processes, work flows, data flows and system interactions. These models will be designed to clearly identify those processes and procedures that constitute the basis for best practices in maintenance management. Special consideration will be paid to the creation and management of data which supports key performance indicators that provide for assessment and measurement of system and process performance.

At the conclusion of the business process modeling effort, the future state models will be published for review and future utilization during the implementation process. Workflow models will provide the details needed to make recommendations for configuration changes in the CMMS software. The business process models will also form the foundation for process related training

Deliverables:

1. Documented future state processes

Subtask 124: Work Management Business Process Training

This task is designed to provide all Commission operations and maintenance staff (including shift workers, on their shifts) with training on the use of the CMMS to manage work. While Datastream provides software specific training, the process training Westin proposes is specifically geared towards the data and processes in place within the Commission. The training will include work request initiation and processing, work order generation, completion and closure, information available on work orders, information that must be entered on work orders, how work is tracked in the CMMS and why complete descriptions of work performed are important to managing asset histories. The training will include practical work process training provided by Westin. The training will be a maximum of 2 days. We assume that DataStream application training will be provided by the vendor under separate contract.

Deliverables:

1. Staff Work Management Process Training Materials

Subtask 125: Work Management Business Process Implementation

Westin will work with Commission management and staff to provide assistance during the rollout of the processes. This provides support for a smooth transition and allows for the change to be managed according to the Commission's needs.

During this period Westin will clarify processes, refining them as needed, and provide guidance to assure they are implemented properly. A sampling of data from software functions used as part of a new business process will be reviewed on a weekly basis for analysis. Findings and recommendations will be provided to the Commission. Westin will spend up to 4 hours per week on this task through the completion of the project.

Deliverables:

1. Hands-On work process guidance

Task 130 – Metrics and Reporting Implementation

Objective:

If you do not know where you are going, how will you know when you get there? The reporting process answers that question through direct measurement of activity against specific, benchmarked standards of performance metrics. Using metrics, reports tell maintenance managers and others how they are doing with respect to predefined objectives. Good metrics also predict when the objective will be achieved and what must be done to correct performance that strays from established objectives.

This report can be used as a management level report to inform Commission stakeholders on the concrete results of the Datastream Upgrade Implementation Program.

The final major function of sound maintenance management is to ensure that customers are afforded the best results for the available money. This function therefore ensures that budgeted resources are appropriately allocated and properly used. Resource control includes inventory, people and time management. Accountability involves knowing what resources are required, what resources are used, and which on-hand resources may be above or below the needs of the work to be accomplished.

In practice, the types of maintenance intermingle within the management functions. Planning, scheduling, reporting, and resource control are key elements of routine corrective, preventive and predictive maintenance practices. Material control and reporting are still essential to control of reactive work, although emergency requirements bypass planning and scheduling processes. Finally, each of the various management functions provides the direct tie between Maintenance Management and Enterprise Asset Management in the form of Reliability Centered Maintenance.

For this task, Westin will essentially present the Commission with standardized performance metrics and reports which progressively detail "best in class" maintenance management principles. Westin will install and implement the metrics and reports, then train designated individuals on their use and reporting.

Methodology:

Subtask 131: Supervisor Metrics and Reporting Workshop

This task outlines the metrics and reporting processes that supervisors will come to expect as a normal part of daily maintenance management activity. In fact, part of this workshop will elicit reports that are desired or required by various supervisors, as well as provide supervisors with overviews of "Best Practices" metrics and performance reports. Supervisors will be presented with various Key Performance Indicators (KPIs), their value, the derivation of the information and to whom and when reports should be submitted. The Workshop will conclude with supervisors' selection of initial metrics that will be developed and tracked, along with probable follow-on metrics after program maturity. This workshop will be 1 day in duration.

Deliverables:

1. Supervisor Metrics and Reporting Workshop Materials and Meeting Minutes

Subtask 132: Metrics and Reporting Implementation

Based on decisions from subtask 131, selected metrics will be implemented in stages. Initially, relatively simple metrics will be analyzed and reported. As designated individuals become familiar with reporting routines, additional metrics will be added until the appropriate number is being produced on a weekly or monthly basis. As operations and maintenance personnel become familiar with metrics and their significance, the number or extent of reporting may be adjusted to meet information requirements. Additionally, processes will be introduced to act upon information and trends provided in the metrics. Westin will provide on-site process review and guidance as necessary to ensure full implementation and progressive expansion of metrics throughout the project. A maximum of 4 hours per week will be used to support this task.

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

None

4. **Commencement Date:**

May 11, 2006

5. **Completion Date:**

September 30, 2006, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Donald Bratschie, Bud Templin, Derold Davis, Eric Durdov and others as assigned.

8. **Contract Price:**

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

Notwithstanding the foregoing, the total Contract Price shall not exceed \$67,050.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

Attachment 1 (Consultant Rate Sheet)

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

The Effective Date of this Task Order is May 11, 2006.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Terrance McGhee

Title: Operations Supervisor

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

E-mail Address: mcghee@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

WESTIN ENGINEERING, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Eric A Durdov, P.E.

Title: Chicago Sphere Manager

Address: 221 North LaSalle Street, Suite 1260, Chicago, Illinois 60601

E-mail Address: eric.durdov@we-inc.com

Phone: 312-372-3405 ext 22

Fax: 312-372-3905

ATTACHMENT 1

**Westin Engineering, Inc.
Proposal Costing Spreadsheet
FM-03-09**

**CONSULTING SERVICES
RATE SHEET**

VALID THRU DECEMBER 31, 2006

LABOR RATES

Code	Category	Con Hourly Rates (US\$)
10	• Managing Principal	\$250
15	• Senior Principal Consultant	\$230
20	• Principal Consultant	\$215
25	• Senior Consultant II	\$200
30	• Senior Consultant I	\$185
40	• Staff Consultant	\$160
50	• Associate Consultant	\$130
60	• Analyst II	\$110
70	• Analyst I	\$90
90	• Project Assistant	\$75
99	• Clerical	\$55


NOTE 1: The above labor rates do not include sales or service taxes, if any.

NOTE 2: The following receipted outside direct expenses will be billed at cost:
travel & expenses, expedited mail/shipping, outside printing & binding,
subcontractor charges, project equipment/software procurement. Mileage will be
expensed per the IRS guidelines.

NOTE 3: Westin Standard Rate sheets are increased annually on January 1st of each year.
If the contract extends beyond January of any year, a rate increase can be expected.

DATE: May 4, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Old Business	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the County of DuPage (Revised) Ordinance No. O-3-06	APPROVAL	
Account No.: N/A			
<p>Ordinance No. O-3-06 would approve a Water Purchase and Sale Contract between the County of DuPage and the Commission in substantially the same form as the draft reviewed and conceptually recommended at the November 29, 2005, Board meeting. As revised, however, Ordinance No. O-3-06 only authorizes the Chairman to sign the Contract after staff has confirmed that all legally appropriate action has been taken by the Charter Customers to enable the Commission to enter into the Contract. In addition, revised Ordinance No. O-3-06 approves a waiver of the requirements of Section 12(c) of the Charter Customer Contract to the extent necessary to enable the Commission to enter into the attached Water Purchase and Sale Contract with the County.</p>			
MOTION: To approve revised Ordinance No. O-3-06.			

DUPAGE WATER COMMISSION

(Revised)
ORDINANCE NO. O-3-06

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND THE COUNTY OF DUPAGE

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the County of DuPage ("DuPage County") owns and operates a waterworks system that serves discrete and non-contiguous service areas that may increase or decrease in size and/or number from time to time (the "DuPage County Unit System"); and

WHEREAS, DuPage County desires to serve the DuPage County Unit System with water from the Commission; and

WHEREAS, DuPage County has agreed to promptly apply to the State of Illinois Department of Natural Resources, Office of Water Resources, the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources, for a water allocation for the DuPage County Unit System and diligently pursue such allocation; and

WHEREAS, the Commission and DuPage County have each determined that it is in their respective best interests to enter into a Water Purchase and Sale Contract for the DuPage County Unit System in substantially the form attached hereto and by this reference

incorporated herein and made a part hereof as Exhibit 1 (the "Water Purchase and Sale Contract"); and

WHEREAS, before the Commission may enter into the Water Purchase and Sale Contract with DuPage County, the requirements of Section 12(c) of that certain Water Purchase and Sale Contract dated as of June 11, 1986 (the "Charter Customer Contract") must be complied with, eliminated by formal contract amendment, or waived by unanimous consent;

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

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

SECTION TWO: A Water Purchase and Sale Contract between the DuPage Water Commission and the County of DuPage, in substantially the form attached hereto as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The requirements of Section 12(c) of the Charter Customer Contract shall be and they hereby are waived by and on behalf of the Commission only to the extent necessary to enable the Commission to enter into the Water Purchase and Sale Contract with the County of DuPage in substantially the form attached hereto as Exhibit 1.

SECTION FOUR: The Chairman and the Clerk of the Commission shall be and they hereby are authorized and directed to execute and attest, respectively, a Water Purchase and Sale Contract with the County of DuPage, in substantially the form attached hereto as Exhibit 1; provided, however, that the Water Purchase and Sale Contract shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until (i) the

Clerk shall have been presented with copies of the Water Purchase and Sale Contract executed by the County of DuPage and (ii) the Staff Attorney of the Commission shall have been presented with satisfactory evidence that all legally appropriate action has been taken by the Charter Customers to enable the Commission to enter into the Water Purchase and Sale Contract.

SECTION FIVE: Upon execution and attestation by the Chairman and the Clerk, respectively, the Water Purchase and Sale Contract, and all things provided for therein and prerequisite to the validity thereof, shall be deemed accepted by the DuPage Water Commission without further act, including without limitation the waiver of the requirements of Section 12(c) of the Charter Customer Contract.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2006

Chairman

ATTEST:

Clerk

Board/Ordinances/O-3-06 (REVISED).doc

EXHIBIT 1

DUPAGE WATER COMMISSION

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

The County of DuPage

FOR THE DUPAGE COUNTY UNIT SYSTEM

DATED: _____, 2006

DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH
COUNTY OF DUPAGE

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ORDINANCE NO. O-3-06
EXHIBIT 1

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DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH
COUNTY OF DUPAGE
FOR THE DUPAGE COUNTY UNIT SYSTEM

This Water Purchase and Sale Contract, dated as of _____, 2006, by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. (collectively, the "Act"), and the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County"),

WITNESSETH:

WHEREAS, the Commission has been organized under the Act to supply water within its territorial limits; and

WHEREAS, DuPage County owns and operates the waterworks system described in Exhibit A attached to this Contract (the "DuPage County Unit System") to serve discrete and non-contiguous service areas that may increase or decrease in size and/or number from time to time; and

WHEREAS, the DuPage County Unit System currently serves **[six]** such discrete and non-contiguous service areas; and

WHEREAS, DuPage County desires that the DuPage County Unit System remain eligible to be served with water from the Commission as the DuPage County Unit System grows or contracts during the term of this Contract to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time; and

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WHEREAS, DuPage County will apply to the State of Illinois Department of Natural Resources, Office of Water Resources, the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources, for a water allocation for the DuPage County Unit System and diligently pursue such allocation; and

WHEREAS, the Commission has entered into a contract with the City of Chicago to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the "Chicago Contract"); and

WHEREAS, the Commission has issued and sold and further proposes to issue and sell Bonds (as defined in Section 2 below) from time to time during the term of this Contract in sufficient amounts for the payment of the costs of its project of acquiring, designing, constructing, and maintaining its Waterworks System (as defined in Section 2 below); and

WHEREAS, such Bonds have been and will be issued from time to time by the Commission pursuant to Bond Ordinances (as defined in Section 2 below) adopted by the Commission; and

WHEREAS, pursuant to the Act and Article VII, Section 10 of the Illinois Constitution of 1970, the Commission and DuPage County are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, DuPage County is surrendering none of its rights to the ownership and operation of the DuPage County Unit System, except as expressly provided for, and only to the limited extent so provided for, in this Contract, and the Commission is surrendering none of its rights to the ownership and

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operation of its Waterworks System, but each expressly asserts its continued right to operate such systems; and

WHEREAS, DuPage County recognizes that the Commission may use this Contract as the basis, in part, for obtaining loans from time to time to be evidenced by the issuance of its Bonds; and for payment of the principal of and the premium, if any, and interest on such Bonds; and as the means for the payment of its maintenance and operating expenses; and for such purposes as may be authorized by applicable statutes or required in any Bond Ordinance adopted by the Commission authorizing issuance of Bonds; and

WHEREAS, DuPage County recognizes that the Commission may in the future enter into contracts with other customers;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and DuPage County hereby agree as follows:

SECTION 1. PREAMBLES.

The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this Contract.

SECTION 2. DEFINITIONS.

The following words and phrases shall have the following meanings when used in this Contract.

A. “Act” means Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq.

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B. "Aggregate Costs" means Operation and Maintenance Costs, Fixed Costs, and Underconsumption Costs, collectively, as defined herein.

C. "Alternate Delivery" means the delivery of Lake Water purchased by DuPage County from the Commission to the DuPage County Unit System through facilities owned by a Contract Customer (commonly referred to as "wheeling").

D. "Bond Ordinances" means all of the Commission's ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Bonds.

E. "Bonds" means Revenue Bonds and Other Bonds.

F. "Capital Cost Recovery Charge" means the amount necessary, pursuant to Section 0.02 of the Water Commission Act of 1985 (as added by Public Act 093-0226) and Commission Resolution No. R-79-04, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology," to recover DuPage County's proportionate share of Original Capital Costs less Rebates, where DuPage County's proportionate share of Original Capital Costs less Rebates is that proportion of Original Capital Costs less Rebates which DuPage County's Full Water Requirements for two years prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements (as defined in the Charter Customer Contract), as applicable, of all of the Commission's Contract Customers for such two preceding years. The method of calculating such amount is illustrated in Exhibit E attached to this Contract.

G. "Charter Customer Contract" means the Water Purchase and Sale Contract between the Commission and the Charter Customers dated as of June 11, 1986.

H. "Charter Customer Facilities" means all of the feeder mains, metering stations, and pressure adjusting stations constructed as of May 1, 1992, solely for the purpose of initially connecting the Charter Customers to the Waterworks System.

I. "Charter Customer Facilities Credit" means a credit intended to compensate DuPage County for the portion of Fixed Costs that is attributable solely to the Charter Customer Facilities and in lieu of which DuPage County pays its Connection Facilities Cost. For purposes of this Contract, and for so long as DuPage County is entitled to receive its monthly Charter Customer Facilities Credit pursuant to this Contract, DuPage County's monthly Charter Customer Facilities Credit shall be calculated by multiplying the portion of DuPage County's monthly Fixed Costs payment due pursuant to Subsection 7B of this Contract for the DuPage County Unit System that is attributable to the payment of debt service (principal, premium, if any, and interest) on the Original Revenue Bonds times the factor of .4332, which approximates the portion of Fixed Costs attributable to the Charter Customer Facilities (See Exhibit F).

J. "Charter Customer Facilities Quotient" means \$745.00 per person as of April 2005, the highest quotient resulting from dividing (x) the total cost of construction of the feeder mains and metering stations constructed as of May 1, 1992, solely for the purpose of initially connecting a Charter Customer to the Waterworks System, including all legal, engineering, consulting and administrative costs and expenses, by (y) the Commission's estimate of the then existing population served by that Charter

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Customer's Unit System, as such quotient is adjusted by the ENR Construction Index published by the *Engineering News Record*. The method used to determine this quotient is illustrated in Exhibit G attached to this Contract.

K. "Charter Customers" means the units of local government (not including the Commission) that are parties to the Charter Customer Contract, excluding, however, any such unit of local government whose rights and obligations under such Contract have been terminated.

L. "Chicago Contract" means the Water Supply Contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended or supplemented from time to time.

M. "Commission" means the DuPage Water Commission, DuPage, Cook, and Will Counties, State of Illinois.

N. "Commission Connection Facilities" means the portions of the Waterworks System constructed by the Commission to initially connect the DuPage County Unit System to the existing Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-2 to this Contract, as such facilities may be modified, relocated, replaced, extended, or improved from time to time. The Commission Connection Facilities include, among other items, a metering station, including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the DuPage County Unit System, including equipment appurtenant thereto, for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission.

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O. "Connection Facilities" means the DuPage County Unit System Connection Facilities and the Commission Connection Facilities.

P. "Connection Facilities Cost" means the full actual cost incurred by the Commission in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over land and waters necessary for the construction, installation, removal, relocation, replacement, extension, and improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, and improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

Q. "Contract" means this Water Purchase and Sale Contract.

R. "Contract Customers" means the Charter Customers, DuPage County, and every other entity with whom the Commission has entered into, or may in the future enter into, a contract or agreement for the sale by the Commission of Lake Water to that

entity, except only contracts and agreements providing for the delivery of Lake Water during times of emergency only.

S. "Determination Date" means the last day of December immediately preceding the Interest Period for which the Earned Interest Rate pursuant to this Contract is being calculated, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

T. "DuPage County" means the County of DuPage.

U. "DuPage County Unit System" means the waterworks system described in Exhibit A attached to this Contract, as well as any extensions or improvements of that system as may be acquired by DuPage County and used for the purpose of providing and transmitting water to its customers within any existing, enlarged, or additional discrete and non-contiguous service area. It is intended that the DuPage County Unit System may grow or contract during the term of this Contract as necessary to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time.

V. "DuPage County Unit System Connection Facilities" means those portions of the DuPage County Unit System, lying downstream from each Point of Delivery, to be constructed pursuant to this Contract by DuPage County at its expense to initially connect the existing DuPage County Unit System to the Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-1 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The DuPage County Unit System Connection Facilities include, among other items, the

pressure adjusting stations described in Subsection 4A of this Contract and pipeline and equipment appurtenant thereto.

W. "Earned Interest Rate" means, with respect to each Interest Period under this Contract, the highest market yield on Commission cash investments determined by the Commission as of the Determination Date for each such Interest Period, which determination shall be conclusive and binding upon DuPage County absent manifest error, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

X. "Fiscal Year" means the fiscal year of the Commission.

Y. "Fixed Costs" means an amount sufficient at all times to pay the principal of and the premium, if any, and interest on any Revenue Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of all Revenue Bond Ordinances, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; except as any of the above are included in Operation and Maintenance Costs.

Z. "Full Water Requirements" means, (i) as it applies to calculating DuPage County's Capital Cost Recovery Charge, the amount of water necessary to meet the potable water requirements of all then current customers served by the DuPage County Unit System at the time DuPage County's Capital Cost Recovery Charge is being calculated, (ii) as it applies to the DuPage County Unit System for all other purposes of this Contract, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the DuPage County Unit

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System except those customers served by the DuPage County Unit System in Initially Excluded Service Areas unless DuPage County otherwise elects, in its sole and absolute discretion, to connect such portion(s) of the DuPage County Unit System to the Waterworks System, in which case the potable water requirements of all then current customers served by the DuPage County Unit System in any such Initially Excluded Service Area which DuPage County has otherwise elected to serve with water from the Commission shall be included, and, (iii) as it applies to other Contract Customers of the Commission, such Contract Customers' full water requirements as defined in their respective contracts with the Commission.

AA. "Initially Excluded Service Area" means any discrete and non-contiguous area served by the DuPage County Unit System where (a) the quotient resulting from dividing (x) the Commission's estimated total cost of construction of the portion of the Commission Connection Facilities, including legal, engineering, consulting and administrative costs and expenses, to initially connect such portion of the DuPage County Unit System to the Waterworks System by (y) the Commission's estimate of the then existing population in such area exceeds (b) the Charter Customer Facilities Quotient. The method of calculating the quotient described in clause (a) is illustrated in Exhibit B-2 attached to this Contract.

BB. "Interest Period" means (i) initially, the period commencing on the first date on which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract and ending on the next succeeding first day of May and (ii) thereafter, each period commencing on the last day of the next preceding Interest Period and ending on the next succeeding first day of May; provided, however, that any

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Interest Period that otherwise extends beyond February 24, 2024, shall end on February 24, 2024.

CC. "Lake Water" means potable, filtered water drawn from Lake Michigan.

DD. "Operation and Maintenance Costs" means amounts payable by the Commission under the Chicago Contract, except Underconsumption Costs, and all expenses incurred in the administration, operation, and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Operation and Maintenance Costs in any month shall be at least equal to the amount required to be deposited by the Commission in that month into the operation and maintenance funds or accounts created under all Revenue Bond Ordinances.

EE. "Original Capital Costs" means all costs paid by the Commission for property owned by the Commission, as of the month prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract, without reduction for depreciation, including actual costs of construction, engineering, and capitalized interest on assets in service and under construction but excluding the cost of constructing the Charter Customer Facilities and financing costs other than interest capitalized in accordance with Generally Accepted Accounting Principles.

FF. "Original Revenue Bonds" means the Series 1987 Revenue Bonds, originally issued in the amount of \$200,000,000 pursuant to Ordinance No. O-1-87 adopted January 15, 1987, the Series 1993 Water Refunding Revenue Bonds, originally issued in the amount of \$182,755,000 pursuant to Ordinance No. O-8-93 adopted April 8, 1993, and the Series 2003 Revenue Bonds, originally issued in the amount of

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\$135,995,000 pursuant to Ordinance No. 0-9-03 adopted August 14, 2003, and any other Revenue Bonds that may in the future be issued to refund or refinance all or any portion of the indebtedness represented by said Series 1987, 1993, and 2003 Revenue Bonds.

GG. "Other Bond Ordinances" means all of the Commissions ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Other Bonds.

HH. "Other Bonds" means all of the Commission's debt obligations that are not Revenue Bonds, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional non-revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

II. "Point of Delivery" means, for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, the point at which the Lake Water delivered to DuPage County pursuant to this Contract leaves the Commission's Waterworks System and enters the DuPage County Unit System. Each Point of Delivery shall be a point in the water main connecting a Commission metering station to a DuPage County pressure adjusting station located downstream from the inside face of the outside wall or foundation of the Commission's metering station a distance of 10 feet or where such water main enters the outside face of the outside wall or foundation of DuPage County's pressure adjusting station, whichever is closer to the Commission's metering station.

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JJ. "Prime Rate" means the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may or may not be said bank's lowest rate of interest charged by said bank for extensions of credit to debtors. The effective date of any change in the Prime Rate shall, for purposes hereof, be the effective date stated in the public announcement of said bank.

KK. "Rebates" means rebates formally declared as such by Commission Resolution as of the month prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract. As of the date of this Contract, the Commission has formally declared \$66,326,287.00 in Rebates pursuant to Resolution Nos. R-19-94, R-21-95, R-15-96, R-24-97, and R-18-98.

LL. "Revenue Bond Ordinances" means all of the Commissions ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Revenue Bonds.

MM. "Revenue Bonds" means all of the Commission's debt obligations, including the Original Revenue Bonds, that are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

NN. "SCADA System" means the Supervisory Control and Data Acquisition System of the Commission that provides an integrated control, communication, and security system for the Waterworks System, including data processing, management,

transfer, and exchange; central operation; system control and monitoring; and operator-machine interfacing.

OO. "Trustee" means a trustee provided in a Bond Ordinance.

PP. "Underconsumer" means, for any given year, a Contract Customer of the Commission that takes less Lake Water in such year than such Contract Customer's Water Allocation times 365 times the Underconsumption Ratio for such year.

QQ. "Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer of the Commission is less than the Underconsumption Ratio times such Contract Customer's Water Allocation times 365.

RR. "Underconsumption Costs" means any amount that the Commission is obligated to pay under the Chicago Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Chicago Contract.

SS. "Underconsumption Ratio" means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Chicago Contract divided by (ii) the sum of the Water Allocations of all Contract Customers of the Commission times 365.

TT. "Water Allocation" means, as it applies to other Contract Customers of the Commission, such Contract Customers' water allocation as defined in their respective contracts with the Commission, and, as it applies to DuPage County for the DuPage County Unit System, the sum of DuPage County's allocations and allowable excesses from time to time of Lake Water for the DuPage County Unit System pursuant to the Level of Lake Michigan Act, as amended from time to time (See the State of Illinois

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Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as DuPage County may lawfully take for the DuPage County Unit System. At any time when the Full Water Requirements of the DuPage County Unit System shall exceed the Water Allocation for the DuPage County Unit System, then "Water Allocation" shall mean the Full Water Requirements of the DuPage County Unit System for all purposes of this Contract.

UU. "Waterworks System" means all the Commission's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the City of Chicago's water supply system to the Commission's customers. The DuPage County Unit System Connection Facilities are not part of the Waterworks System.

SECTION 3. WATER SUPPLY.

A. Agreement to Sell and Purchase. Subject to the provisions of this Contract, the Commission shall sell to DuPage County and DuPage County shall purchase from the Commission an amount of Lake Water necessary from time to time to serve the DuPage County Unit System's Full Water Requirements. The Commission's obligation to DuPage County to deliver Lake Water hereunder shall be limited, however, to:

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1. A maximum annual amount equal to the DuPage County Unit System's then current Water Allocation times 365; and

2. A maximum rate of Lake Water to the DuPage County Unit System in any one hour equal to 1.7 times the DuPage County Unit System's then current Water Allocation divided by 24.

B. Beginning of Obligations to Deliver and Receive Lake Water. The Commission shall be obligated to deliver Lake Water to the DuPage County Unit System and DuPage County shall be obligated to receive at the DuPage County Unit System Lake Water delivered by the Commission immediately after completion of construction of the Connection Facilities and the water storage capacity required pursuant to Subsection 4C of this Contract; provided, however, that DuPage County shall have the right to receive Lake Water pursuant to this Contract prior to the completion of construction of the aforesaid water storage capacity if (i) DuPage County has entered into, and the Commission has approved, a valid and binding contract for construction of such required water storage capacity; and (ii) actual construction of such required water storage capacity pursuant to such contract has begun and is proceeding in the regular course to completion; and (iii) DuPage County is maintaining and operating the wells of the DuPage County Unit System as an alternate to such required storage capacity pursuant to procedures approved by the Commission.

C. Limits on Supply. The Commission shall use its best efforts to furnish Lake Water to DuPage County as hereinabove provided, but DuPage County acknowledges and agrees that the Commission's obligation hereunder is limited by:

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1. The amount of Lake Water from time to time available to the Commission;
and

2. Provisions in contracts between the Commission and its Charter Customers and other customers related to curtailment and other limits on supply of Lake Water; and

3. The capacity of the Waterworks System; and

4. Ordinary transmission loss, including standard metering error, between the Commission's source of supply and each Point of Delivery to the DuPage County Unit System; and

5. Requirements imposed by the State of Illinois Department of Natural Resources, Office of Water Resources.

D. Emergency or Maintenance Turn-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time to turn off the flow of Lake Water in its mains for emergency and maintenance purposes. The Commission shall give notice not less than 48 hours in advance of any turn-off for maintenance purposes and it shall give such notice as is reasonable under the particular circumstances of any turn-off for emergency purposes.

E. Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its customers for any reason, DuPage County shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the DuPage County Unit System's total Lake Water use during the prior Fiscal Year to the

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sum of Lake Water use during the prior Fiscal Year of all of the Commission's customers entitled to Lake Water during such period of curtailment. Prior to the Commission's delivery of Lake Water to the DuPage County Unit System for one Fiscal Year, DuPage County shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the DuPage County Unit System's Full Water Requirements during the prior Fiscal Year to the sum of (i) Lake Water use during the prior Fiscal Year of all of the Commission's other customers entitled to Lake Water during such period of curtailment and (ii) the DuPage County Unit System's Full Water Requirements during the prior Fiscal Year. DuPage County, in cases of emergency or when the Commission for whatever reason is unable to meet the DuPage County Unit System's Full Water Requirements, may, subject to the terms, conditions, and limitations set forth in Subsection 9N of this Contract, serve its customers from any source; provided, however, that DuPage County shall continue to pay all amounts due to the Commission hereunder during such period as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

F. Water Quality. The Commission shall supply DuPage County with Lake Water of a quality commensurate to that furnished to the Commission's other Contract Customers, and meeting the requirements of any federal, State of Illinois, or local agency as shall have jurisdiction from time to time for the operation of public water supplies such as the Waterworks System. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond each Point of Delivery to the DuPage County Unit System.

SECTION 4. DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION.

A. DuPage County Unit System Connection Facilities. DuPage County shall receive its supply of Lake Water at each Point of Delivery at pressures that will vary from time to time. DuPage County, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall site, design, construct, operate, maintain, and when necessary replace the DuPage County Unit System Connection Facilities, including a pressure adjusting station immediately downstream from each Point of Delivery. Initial design and construction plans and specifications for the DuPage County Unit System Connection Facilities, and any future modifications thereof, shall be submitted in advance of construction or modification to the Commission for review and approval, which approval shall not be unreasonably withheld.

B. Alternate Delivery Through Contract Customer Facilities. The Commission and DuPage County acknowledge that DuPage County may negotiate, within the time period provided in this Subsection 4B, with one or more Contract Customers for delivery of Lake Water purchased from the Commission through facilities owned by such Contract Customer to the DuPage County Unit System ("Alternate Delivery"). DuPage County shall not enter into any agreement for Alternate Delivery, and no such agreement shall affect the terms of this Contract, except after such agreement has been approved by the Commission in accordance with the vote requirements of the Commission's By-Laws and the Charter Customer Contract, which approval shall not be unreasonably withheld so long as the agreement is consistent with Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by

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Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as it may, from time to time, be amended ("Resolution No. R-13-90"). DuPage County's right to enter into an agreement for Alternate Delivery pursuant to this Subsection 4B shall terminate upon termination of the Chicago Contract, unless the Commission, in its sole discretion, waives this termination provision in writing, either in whole or in part.

Such Alternate Delivery of Lake Water, should it become feasible for DuPage County through its negotiations with Contract Customers, may affect DuPage County's obligations under this Contract to provide sites for metering stations pursuant to Subsection 5A of this Contract, to provide pressure adjusting stations pursuant to Subsection 4A above, and to provide storage capacity pursuant to the terms of Subsection 4C below, among other possible effects. In addition, such Alternate Delivery of Lake Water may affect certain cost provisions under Section 7 of this Contract. The Commission and DuPage County agree that, if DuPage County reaches agreement with one or more Contract Customers in form reasonably acceptable to and reasonable approved by the Commission for Alternate Delivery of Lake Water consistent with Resolution No. R-13-90, then the Commission and DuPage County, by separate written contract or contracts, which may include amendments to this Contract, shall establish mutually agreeable terms between them for such Alternate Delivery of Lake Water.

C. Storage. For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which

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DuPage County has not otherwise elected to serve with water from the Commission, DuPage County shall provide sufficient storage capacity within such portion of the DuPage County Unit System to store not less than two times the annual average daily water demand of such portion of the DuPage County Unit System; provided, however, that said requirement shall be reduced by (i) the amount of operable shallow well capacity (stated in million gallons) maintained by DuPage County in such portion of the DuPage County Unit System up to a maximum of 10 percent of said requirement plus (ii) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of such portion of the DuPage County Unit System and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for such portions of the DuPage County Unit System is provided in Exhibit C attached to this Contract. In accordance with said requirement, DuPage County, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for such portions of the DuPage County Unit System at least the amount of water storage capacity shown on Exhibit C to this Contract as the "Storage (Below) Required." Such water storage capacity shall be in addition to the amount of water storage capacity shown on Exhibit C to this Contract as the "Existing Storage" in such portions of the DuPage County Unit System. DuPage County shall properly maintain all such water storage capacity, including operable shallow well capacity, in a good and serviceable condition. If at any time DuPage County's water storage capacity in any such portion of the DuPage County Unit System, including its allowances for operable shallow well

capacity and Commission storage capacity as provided above, falls below 1.9 times the annual average daily water demand of such portion of the DuPage County Unit System, then DuPage County, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within such portion of the DuPage County Unit System of sufficient quantity to restore the total storage capacity of such portion of the DuPage County Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, to not less than two times the annual average daily water demand of such portion of the DuPage County Unit System.

D. Metering of Shallow Wells. For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, DuPage County shall furnish, install, and maintain a meter on each of its operable shallow wells. All such meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. DuPage County shall calibrate all such meters at least once in each Fiscal Year. DuPage County shall notify the Commission of the time, date, and place of each calibration at least five days in advance thereof, and a representative of the Commission shall have the right to observe any adjustments made to such meters in case any adjustments shall be necessary. The Commission shall have the right to place any or all of such meters under seal at any time.

E. Surges and Back-Flows. DuPage County's operation of its pressure adjusting stations shall not cause surges or back-flows into the Waterworks System, nor

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shall the operation of the DuPage County's pressure adjusting stations cause the Waterworks System pressure to drop below 20 pounds per square inch. The Commission shall not be responsible for any damage to the DuPage County Unit System or the DuPage County Unit System Connection Facilities caused by the design, operation, or maintenance of the Connection Facilities.

F. Maintenance of System; Water Quality; Prevention of Waste. DuPage County shall operate the DuPage County Unit System and the DuPage County Unit System Connection Facilities in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the Commission's operation of its Waterworks System. The Commission and DuPage County shall notify each other immediately of all emergency and other conditions which may directly or indirectly affect the Waterworks System, the DuPage County Unit System, the Connection Facilities or the quantity or quality of the Lake Water received pursuant to this Contract.

SECTION 5. MEASURING EQUIPMENT.

A. Metering Stations and Instrumentation. The Commission shall, pursuant to the timetable established in Section 10 of this Contract, furnish and install at each Point of Delivery a metering station containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Lake Water delivered under this Contract, including all structures as the Commission shall deem necessary to house such equipment and devices. Such furnishing and installing of each metering station shall be done in substantial conformance with the preliminary plans therefor attached as Exhibit B-2 to

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this Contract, as such preliminary plans may be revised by mutual agreement of the Commission and DuPage County. The Commission shall own, operate, maintain, and replace such metering stations and all equipment and structures related thereto.

Each metering station shall be located at a site selected, acquired, owned, and provided to the Commission by DuPage County, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; provided, however, that a metering station site need not be owned by DuPage County if such non-ownership has been approved by the Commission in accordance with the vote requirements of the Commission's By-Laws and the Charter Customer Contract. Such sites shall be subject to review and approval of the Commission. DuPage County, without charge to the Commission and pursuant to the timetable established in Section 10 of this Contract, shall grant to the Commission all necessary and insured easements for such sites in a form similar to that attached as Exhibit D to this Contract and satisfactory to the Commission's attorneys. DuPage County also shall grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's SCADA System attributable to the DuPage County Unit System, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such SCADA System antennas or facilities shall be installed on such easements in a manner that will reduce so far as reasonably possible any interference with the telemetry of the DuPage County Unit System.

DuPage County shall have access to the metering stations for examination and inspection at reasonable times, but the reading for billing purposes, calibration, and

adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

B. Records. For the purpose of this Contract, the official record of readings of each meter at each metering station shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of DuPage County, the Commission will give DuPage County a copy of such journal or record book, or permit DuPage County to have access thereto in the office of the Commission during regular business hours.

C. Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters measuring the Lake Water delivered to the DuPage County Unit System if requested in writing by DuPage County to do so, in the presence of a representative of DuPage County, and the Commission and DuPage County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated at least once in each Fiscal Year by DuPage County in the presence of a representative of the Commission, and the Commission and DuPage County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary.

D. Check Meters. DuPage County, at its option and its own expense, may install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for purposes of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the

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contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. The calibration and adjustment of check meters shall be made only by DuPage County, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Lake Water delivered to DuPage County, in which case the calibration and adjustment of such check meter shall be made by the Commission with like effects as if such check meter had been furnished and installed by the Commission.

E. Meter Malfunctions. If the Commission or DuPage County at any time observes a variation between a meter and a check meter or any evidence of meter malfunction, such party shall promptly notify the other party, and the Commission and DuPage County shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The party who discovers such variation or malfunction shall give the other party notice not less than 48 hours prior to the time of any test of any meter (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of said representative notwithstanding any other provision of this Subsection 5E. If the percentage of inaccuracy of any meter is found to be in excess of two percent, registration thereof shall be corrected by agreement of the Commission and DuPage County based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period

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extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable.

If for any reason any meter is out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, then the Lake Water delivered during the period such meter is out of service or out of repair shall be deemed to be the registration of the check meter if one has been installed and is registering accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

1. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

2. If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, adjusted for the addition of new customers in the affected service area of the DuPage County Unit System.

F. Removal of Metering Stations and SCADA System Facilities. Within 90 days after the termination of this Contract without renewal, the Commission, at its own expense and in its discretion, may remove the metering stations, including equipment, and the SCADA System antennas and appurtenant facilities from the property of DuPage County to which such termination without renewal applies and release the perpetual easements therein. If the Commission fails to remove such stations, equipment, and facilities, as aforesaid, DuPage County may take title to such stations, equipment, and facilities.

SECTION 6. UNIT OF MEASUREMENT.

The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Commission and DuPage County otherwise agree. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

SECTION 7. PRICES AND TERMS OF PAYMENT.

A. Operation and Maintenance Costs Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7H and 7M below, a share of the Commission's Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to the DuPage County Unit System for such month. At any time no Lake Water is being supplied through the Waterworks System to any Contract Customer, DuPage County's share of monthly Operation and Maintenance Costs for the DuPage County Unit System shall be that proportion of those costs which the DuPage County Unit System's Water Allocation bears to the total Water Allocations of all of the Commission's customers required to make Operation and Maintenance Costs payments during the same period.

B. Fixed Costs Payment. Subject to the single limitation on its obligation to pay Fixed Costs set forth in this Subsection 7B, DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7H and 7M below, one-twelfth of the DuPage County Unit System's share of Fixed Costs for each Fiscal Year. For the

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purposes of this Contract, the DuPage County Unit System's share of Fixed Costs for each Fiscal Year shall be that proportion of Fixed Costs which the DuPage County Unit System's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Prior to the Commission's delivery of Lake Water to the DuPage County Unit System for two calendar years, the DuPage County Unit System's share of Fixed Costs shall be that portion of Fixed Costs which the DuPage County Unit System's Water Allocation bears to the total Water Allocations or the Full Water Requirements or Minimum Take or Pay Requirements, whichever is then applicable, of all of the Commission's Contract Customers who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Subject to the following single limitation, DuPage County's obligation to make all payments of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to the DuPage County Unit System, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. DuPage County's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time, and only during such period of time, the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, to Contract Customers of the Commission, other than DuPage County, whose Full Water

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Requirements and Minimum Take or Pay Requirements are more than 85 percent of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers of the Commission, and during such time the Commission is unable to supply any Lake Water to the DuPage County Unit System, then DuPage County shall have no obligation to pay Fixed Costs for the DuPage County Unit System.

C. Connection Facilities Cost Payment. DuPage County shall pay to the Commission its Connection Facilities Cost. Prior to the Commission's commencement of design of the Commission Connection Facilities pursuant to Subsection 10H of this Contract, DuPage County shall deposit with the Commission cash (the "Cash Deposit") in the sum of (i) all legal, engineering, consulting and administrative costs and expenses incurred or accrued in connection with the review and processing plans for the DuPage County Unit System Connection Facilities and in connection with the negotiation, preparation, consideration and review of this Contract and (ii) 125% of the Commission's estimate of the total cost of construction of the Commission Connection Facilities, including without limitation all legal, engineering, consulting and administrative costs and expenses, unless customary contingencies are included in the Commission's estimate, in which case, the Commission's estimate shall be used without escalation). As of the date of this Contract, the Commission's estimate of the total cost of construction of the Commission Connection Facilities, including legal, engineering, consulting and administrative costs and expenses, is set forth in Exhibit B-2 attached to this Contract. Upon execution of all contracts necessary or required for the design, construction and inspection of the Commission Connection Facilities, the Cash Deposit

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may be reduced from 125% or 100% of the Commission's estimate as aforesaid to 110% of the amount of the executed contracts for the design, construction and inspection of the Commission Connection Facilities. The Commission may draw upon the Cash Deposit, without DuPage County's consent, but may only employ the proceeds to pay for the Connection Facilities Cost invoiced to, or otherwise documented by, the Commission and the Commission shall promptly notify DuPage County of any such withdrawals. DuPage County shall not be entitled to interest on the Cash Deposit but any interest earned shall be used for construction costs or returned to DuPage County based upon an assumed rate of interest equal to the Illinois Funds Money Market Rate in effect from time to time, which assumed rate of interest (if interest has been earned on the Cash Deposit) shall be calculated as of each June 30th and December 31st until final payment of all amounts due under all executed contracts for the design, construction and inspection of the Commission Connection Facilities.

If at any time the Commission reasonably determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid Connection Facilities Cost, then, within 10 days following a demand by the Commission, DuPage County shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay in full the remaining unpaid Connection Facilities Cost. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain a possessory lien upon any remaining balance of the Cash Deposit (as damages security) and terminate this Contract. Upon final payment of all amounts due under all executed contracts for the design, construction and inspection of the Commission Connection Facilities, the

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Commission shall release to DuPage County any amounts remaining in the Cash Deposit.

DuPage County's obligation to make the Cash Deposit and to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

D. Capital Cost Recovery Charge Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7H and 7M below, an amount calculated by amortizing the Capital Cost Recovery Charge, in equal monthly installments of principal and interest, at a rate per annum equal to the Earned Interest Rate determined for each Interest Period plus one percent, over the life of the Charter Customer Contract remaining as of the month in which DuPage County first becomes obligated to make such payment; provided, however, that such monthly installment may be adjusted by the Commission, on May 1 of each year thereafter, to ensure amortization of the then current amount of the Capital Cost Recovery Charge remaining unpaid, as of such May 1, over the life of the Charter Customer Contract then remaining, and to reflect any change in the Earned Interest Rate, as of such May 1. The method of calculating the Capital Cost Recovery Charge is illustrated in Exhibit E attached to this Contract. DuPage County's obligation to make all Capital Cost Recovery Charge payments as required hereunder is unconditional and irrevocable,

payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

E. Underconsumption Costs Payment. If DuPage County is an Underconsumer at the DuPage County Unit System, then DuPage County shall pay, at the time specified in Subsections 7H and 7M below, its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago. In such event, DuPage County's share of Underconsumption Costs for the DuPage County Unit System for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

F. Default Shares. If any of the Commission's Contract Customers shall default in any payment to the Commission, or any part of any payment, including default shares, DuPage County agrees to pay to the Commission a share of the amount so in default, which share shall be in the same proportion as the DuPage County Unit System's share of Aggregate Costs, before applying any Charter Customer Facilities Credit pursuant to Subsection 7G below, for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all of the Commission's Contract Customers not in default and obligated to make payments with respect to the amount so in default.

Subject to Subsection 7M below, DuPage County's share of the amount so in default shall be due and payable 21 days after the Commission's written demand

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therefor. The demand shall include the Commission's calculations of the amount due by DuPage County hereunder. If and when the defaulting Contract Customer makes a payment to the Commission of a defaulted amount or interest thereon for which DuPage County made a payment to the Commission under this Subsection 7F, then the Commission will pay to DuPage County its proportionate share of such amount, including such interest.

G. Charter Customer Facilities Credit. Beginning in the month in which DuPage County first becomes obligated to make payments of Fixed Costs pursuant to Subsection 7B above, and for so long as such Fixed Costs include any amount attributable to payment of the principal of, premium, if any, and interest on the Original Revenue Bonds, DuPage County shall be entitled to its monthly Charter Customer Facilities Credit, which amount shall be credited against the total amount that would otherwise be due under this Contract for the month in which the Charter Customer Facilities Credit pursuant to this Contract is being calculated. The method used to calculate such credit is illustrated in Exhibit F attached to this Contract.

H. Bills and Due Date. Except with respect to the payment of the Cash Deposit required pursuant to Subsection 7C above and the payment of default shares pursuant to Subsection 7G above, the Commission shall notify DuPage County of the total amount due under this Contract for each month on or before the 10th day of the following month. DuPage County's costs for each month shall be due and payable, and must be received at the offices of the Commission, on or before the 10th day of the month following the month of the Commission's notification or within 28 days after the date of notification, whichever is later.

I. Disputed Payments. If DuPage County desires to dispute any payment, or part thereof, due or reasonably claimed by the Commission to be due under this Contract, DuPage County shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time DuPage County knew or reasonably should have known of the facts giving rise to the dispute. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Contract shall be referred to arbitration for review or settlement.

Upon receipt of a notification of dispute, representatives of the Commission shall meet promptly with representatives of DuPage County to resolve such dispute.

If the Commission and DuPage County determine that all or a portion of the disputed payment should be refunded to DuPage County, then such sum shall be refunded with interest thereon at the rate established in Subsection 7J below from the date such disputed payment was made.

J. Interest on Overdue Payments. If DuPage County shall fail to make any payment required under this Contract on or before its due date, DuPage County shall be in default, and interest on the amount of such payment shall accrue, and be compounded on a monthly basis, during the period of non-payment at the maximum legal rate payable, not to exceed the higher of:

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1. the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent; or
2. the Prime Rate plus five percent.

Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by DuPage County within 30 days after the date such payment becomes due, then the Commission, at its option and in its discretion, may reduce or discontinue delivery of Lake Water to the DuPage County Unit System until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to DuPage County not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7J and shall provide DuPage County an opportunity for a hearing before the Commission prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, DuPage County shall nevertheless continue to be liable to pay all charges provided for herein as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission. The rights specified in this Subsection 7J shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

K. Security Deposit. If DuPage County is at any time in default on any payment due under this Contract and the default is not cured within 30 days after the due date of the defaulted payment, then the Commission, at its option and in its discretion, may require DuPage County, as a further obligation under this Contract, to

deposit in a separate account in the Commission's name a sum of money, as security for the payment of DuPage County's obligations hereunder, of a reasonable amount determined by the Commission. DuPage County's compliance with the Commission's demand for such a security deposit shall be a condition precedent to the curing of such DuPage County's default and the restoration of the Lake Water service to the DuPage County Unit System, if such Lake Water service has been reduced or discontinued by reason of such default. The security deposit or any part thereof may be applied, at the Commission's option and in its discretion, to any subsequent default by DuPage County in any payments due under this Contract. If so applied, DuPage County shall provide funds immediately to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, or a term of two years after the curing of the most recent default by DuPage County, or such earlier time that the Commission at its option and in its discretion may determine, any security deposit shall be returned to DuPage County if DuPage County has performed all its obligations under this Contract. DuPage County shall not be entitled to receive any interest on any security deposit.

L. Enforcement of Provisions Hereof By Other Customers. DuPage County acknowledges that its obligation to make payments pursuant to the terms of this Section 7 is of benefit to the Commission's Charter Customers. Accordingly, DuPage County agrees that, in addition to the Commission, Bondholders, a Trustee, or other parties by law entitled to enforce the provisions of this Contract, any three or more of the Commission's Charter Customers acting together may enforce the provisions of this

Section 7, but only if the Commission has not acted to enforce such provisions within 90 days after any failure by DuPage County to make a payment hereunder.

M. Beginning of Obligation to Pay. Notwithstanding any other provision of this Contract, the obligation to make any and all payments under this Contract, except only payments of Operation and Maintenance Costs pursuant to Subsection 7A above and payment of the Cash Deposit required pursuant to Subsection 7C above, shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the DuPage County Unit System or any portion thereof or (ii) 12 months following completion of construction of the Commission Connection Facilities, other than the SCADA System facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the DuPage County Unit System Connection Facilities are not complete. The obligation to make payments of Operation and Maintenance Costs pursuant to Subsection 7A above shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the DuPage County Unit System or any portion thereof or (ii) completion of construction of the Commission Connection Facilities, other than the SCADA System Facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the DuPage County Unit System Connection Facilities are not complete. At any time prior to the first delivery of Lake Water to the DuPage County Unit System when DuPage County is obligated to make payments pursuant to this Subsection 7M, such payments shall be based on the Full Water Requirements of the DuPage County Unit System.

N. Provisions in Lieu of Water Allocation. At any time before the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to DuPage County for the DuPage County Unit System when reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the DuPage County Unit System shall be deemed to be 1.675 million gallons per day. At any time after the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to DuPage County for the DuPage County Unit System that no Water Allocation is in effect for the DuPage County Unit System and reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the DuPage County Unit System shall be deemed to be the DuPage County Unit System's Full Water Requirements for the then most recently completed calendar year divided by 365.

SECTION 8. SPECIAL CONDITIONS AND COVENANTS.

A. Construction of Commission Connection Facilities; No Delay Damages; Supply of Lake Water. The Commission will make a diligent effort to have the Commission Connection Facilities completed to each Point of Delivery so as to furnish Lake Water to the DuPage County Unit System by the date specified in Subsection 10H of this Contract, but the Commission does not in any way guaranty delivery by such date.

DuPage County acknowledges and agrees that the Commission shall not be liable to DuPage County for any damages occasioned by or in any way related to delay in the delivery of Lake Water to the DuPage County Unit System, and all payments from

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DuPage County provided for under this Contract shall remain due and payable in accordance with the terms of this Contract notwithstanding any such delay.

After Lake Water is first tendered for delivery to the DuPage County Unit System at each Point of Delivery, the Commission, subject to the other terms and conditions of this Contract, shall use its best efforts to continually hold itself ready, willing, and able to supply Lake Water to the DuPage County Unit System at such Point of Delivery. The Commission also shall use its best efforts, consistent with its prior obligations and legal obligations to its Charter Customers and its other customers and consistent with the fair and equitable treatment of all of its Contract Customers, to supply the DuPage County Unit System with such additional amounts of Lake Water as from time to time may be allocated to the DuPage County Unit System over and above the DuPage County Unit System's present Water Allocation; provided, however, that the Commission does not in any way guaranty a supply of such additional amounts.

B. Lake Water Only; Costs. Except with the prior approval of DuPage County, the Commission shall not deliver any water to the DuPage County Unit System other than Lake Water. Costs for Lake Water charged to DuPage County by the Commission pursuant to this Contract shall include only the costs set forth in Section 7 of this Contract.

C. Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to each Point of Delivery and thereupon shall pass to DuPage County.

D. Emergency Supply. Subject to the terms, conditions, and limitations set forth in Subsection 9N below, DuPage County may contract for a temporary supply of

water in case of an emergency from any unit of local government or any other entity. DuPage County shall notify the Commission and shall promptly provide the Commission with copies of all such contracts.

E. Covenants to Be Set Out in Bond Ordinance. DuPage County acknowledges the existence, and its understanding of the provisions, of certain Bond Ordinances pursuant to which the Commission has previously issued its Bonds. DuPage County further acknowledges and agrees that said Bond Ordinances grant to Bondholders certain rights to enforce certain duties of the Commission and its customers, including those with respect to the making of rates and charges and the collection of revenues, and that such Bondholder rights may be included in any subsequent Bond Ordinances.

F. Payments Hereunder an Operation Expense of DuPage County Unit System. DuPage County agrees that, to the fullest extent permitted by law or contract, all payments to be made by DuPage County pursuant to this Contract shall constitute operating expenses of the DuPage County Unit System as to any and all revenue bonds of DuPage County which are supported in whole or in part by a pledge of the revenues of the DuPage County Unit System, with the effect that DuPage County's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal and of the premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of any DuPage County Unit System revenues. DuPage County shall make all budgetary, emergency, and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of all rates and charges under this

Contract. The obligations of DuPage County under this Contract are further payable from all other accounts of the DuPage County Unit System in which there are lawful available funds. In any revenue bond or indenture hereafter issued by DuPage County, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions.

SECTION 9. ADDITIONAL DuPAGE COUNTY COVENANTS.

A. Maintenance of Corporate Existence. DuPage County agrees that during the term of this Contract it will maintain its public corporate existence, it will continue to be a county in good standing in the State of Illinois, and it will not dissolve or otherwise dispose of all or substantially all of its assets.

B. Maintenance and Operation of DuPage County Unit System. DuPage County shall own and maintain the DuPage County Unit System and the DuPage County Unit System Connection Facilities, and all improvements and extensions of the DuPage County Unit System and the DuPage County Unit System Connection Facilities, in good repair and working order, will operate the DuPage County Unit System and the DuPage County Unit System Connection Facilities efficiently, and will punctually perform all duties with respect to the DuPage County Unit System and the DuPage County Unit System Connection Facilities as may be required by this Contract and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage, or other loss to any of the DuPage County Unit System or the DuPage County Unit System Connection Facilities affecting DuPage County's ability to deliver water to any of DuPage County's customers except those customers in Initially Excluded Service Areas for which DuPage County has not

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otherwise elected to serve with water from the Commission, DuPage County shall promptly restore the DuPage County Unit System or the DuPage County Unit System Connection Facilities and their capacity to so deliver water.

C. Rate Covenant. DuPage County shall take all necessary actions to establish, maintain, revise as necessary, and collect rates and charges for customers of the DuPage County Unit System except those customers in Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission as shall be required from time to time to produce revenues at least sufficient:

1. To pay all amounts due under this Contract and to pay all other costs of operation and maintenance of the DuPage County Unit System; and
2. To provide an adequate depreciation fund for the DuPage County Unit System; and
3. To make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing any obligation of DuPage County payable from the revenues of the DuPage County Unit System; and
4. To pay the principal of, and the premium, if any, and interest on all obligations of DuPage County payable from the revenues of the DuPage County Unit System.

D. Future Subordination of Obligations. Any ordinance, resolution, motion, or other action of DuPage County which authorizes the issuance after the date of this Contract of any obligation of DuPage County to be paid from the revenues of the DuPage County Unit System will expressly provide that revenues of said System may

be used to pay principal of, and the premium, if any, and the interest on such obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of said System including, expressly, all amounts payable from time to time under this Contract.

E. General Covenant to Operate Properly. From time to time, DuPage County shall take all steps reasonably necessary so that the DuPage County Unit System and the DuPage County Unit System Connection Facilities may at all times be operated properly and advantageously.

F. Accounting and Audit. DuPage County shall make and keep proper books and accounts (separate and apart from all other records and accounts of DuPage County) in which complete entries shall be made of all transactions relating to the DuPage County Unit System, and, within 180 days after the close of each of its fiscal years occurring during the term of this Contract, DuPage County shall cause the books and accounts of the DuPage County Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the DuPage County Unit System.

G. Maintain Ownership of DuPage County Unit System. DuPage County shall continue to own and possess the DuPage County Unit System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, shall dispose of property which is part of said System only to the extent that such property is no longer useful or profitable in the operations of said System.

H. Insurance. DuPage County shall carry insurance or maintain self insurance with respect to the DuPage County Unit System and the DuPage County Unit

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System Connection Facilities of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced.

I. Continue to Serve. DuPage County shall use its best efforts to continue serving all customers of the DuPage County Unit System within its territorial limits that are served as of the date of this Contract except those customers in Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission.

J. Maintain Water Allocation. DuPage County shall use its best efforts to obtain or retain, from time to time, a Water Allocation for the DuPage County Unit System at least equal to, but not in excess of two times, the DuPage County Unit System's Full Water Requirements from time to time.

K. Release and Indemnification. DuPage County hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (1) any liabilities for any loss or

damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the DuPage County Unit System or the Connection Facilities or (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of DuPage County to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees. DuPage County agrees to indemnify and hold the Commission harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Contract. If any such claim is asserted, the Commission shall give prompt notice to DuPage County and DuPage County, if requested by the Commission, shall assume the defense thereof, it being understood, however, that DuPage County shall not settle or consent to the settlement of any such claim without the written consent of the Commission.

L. Combining or Separating System Accounts. DuPage County shall not combine its waterworks system with its sewerage system or separate its combined waterworks and sewerage system into separate systems unless:

1. DuPage County shall have provided the Commission with written evidence, satisfactory to the Commission, that the proposed combination or separation will not materially or adversely affect DuPage County's ability to comply with all of the terms, conditions, and covenants of this Contract; and

2. The Commission shall have approved such combination or separation in writing.

M. Rate of Withdrawal. DuPage County will take Lake Water at the most uniform and continuous rate of withdrawal practical at each Point of Delivery.

N. Emergency Interconnections. For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, no emergency interconnection between such portions of the DuPage County Unit System and a water distribution system owned and operated by another Contract Customer ("Emergency Interconnection") shall be constructed, operated, or maintained except in accordance with the following terms, conditions, and limitations:

- (i) The other Contract Customer and DuPage County shall submit to the Commission, for its review and approval, within 60 days following the construction of the Emergency Interconnection or, if the Emergency Interconnection was constructed prior to the effective date of this Contract, within 60 days following the effective date of this Contract, a report detailing the exact location of the Emergency Interconnection, the manner in which the Emergency Interconnection has been and will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the Emergency Interconnection. Such report shall include as-built drawings of the Emergency Interconnection and exact duplicates of any written agreement for the operation and maintenance of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the Commission shall have approved such report and the Commission shall have received and approved the written agreements required pursuant to clauses (ix) and (xii) of this Subsection 9N. No approval of such report shall be withheld unless the Emergency Interconnection, or any agreement for the operation and maintenance of the Emergency Interconnection, violate the Charter Customer Contract, this Contract, the Chicago Contract, or applicable laws or regulations, or pose a threat to the Commission or its Waterworks System.

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- (ii) The Emergency Interconnection shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to the other Contract Customer or DuPage County specifically related to the other Contract Customer or DuPage County pursuant to Section 3 of this Contract or any similar provision of any other water purchase and sale contract, as the case may be, and the Emergency Interconnection shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water pursuant to Subsection 4B of this Contract.
- (iii) The Emergency Interconnection shall be operated and maintained in such a manner as at no time to place or threaten to place the Commission or its Waterworks System in jeopardy of failing to meet the terms of the Charter Customer Contract, this Contract, the Chicago Contract, or the regulations of any agency or governmental authority having jurisdiction over the operation of a public water supply.
- (iv) The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.
- (v) The party receiving Lake Water through the Emergency Interconnection shall provide daily telephonic notice to the Commission and the party delivering Lake Water for so long as the emergency deliveries continue, and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the Emergency Interconnection for each such emergency condition.
- (vi) The other Contract Customer and DuPage County shall keep a joint record of the amount of Lake Water delivered through the Emergency Interconnection, a copy of which shall be provided to the Commission within five days following termination of the use of the Emergency Interconnection for each such emergency condition and, in any case, every five days where the Emergency Interconnection is in continuous operation for more than five days.

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- (vii) The amount of Lake Water delivered to the other Contract Customer's water distribution system or to the DuPage County Unit System through the Emergency Interconnection, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the Emergency Interconnection at the rates applicable pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the other Contract Customer's flow of water through the Emergency Interconnection shall be considered as a portion of the other Contract Customer's allocation from the Commission. In case of service curtailment, DuPage County's flow of water through the Emergency Interconnection shall be considered as a portion of DuPage County's allocation from the Commission.
- (viii) The Commission shall have the right to inspect the Emergency Interconnection, and its operation and maintenance. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the Emergency Interconnection, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at DuPage County's sole cost and expense.
- (ix) The Commission shall bear no responsibility for, and the other Contract Customer and DuPage County shall, in writing, release the Commission from, and agree that the Commission shall not be liable for, and agree to indemnify and hold the Commission harmless from, any claims, damages, liabilities, and litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Emergency Interconnection. The other Contract Customer and DuPage County shall agree, in writing, to pay all fees, costs, and expenses, including legal and administrative fees, costs, and expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 9N.
- (x) The operation and maintenance of the Emergency Interconnection shall comply in all other respects with the Water Commission Act of 1985, the Charter Customer Contract, this Contract, the Chicago Contract, and Resolution No. R-13-90 and the requirements of the Commission thereunder.
- (xi) Notwithstanding anything to the contrary contained in any written or oral agreement for the operation and maintenance of the Emergency Interconnection, the Emergency Interconnection shall be operated and maintained only in accordance with this Subsection 9N and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with

respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.

- (xii) The Commission reserves the right to order all use of the Emergency Interconnection to be discontinued, and the other Contract Customer and DuPage County shall agree, in writing, to discontinue such use, at any time the terms, conditions, and limitations of this Subsection 9N and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, no emergency interconnection between such portions of the DuPage County Unit System and a water distribution system owned and operated by any other person, firm, or organization shall be constructed, operated, or maintained except upon the prior written approval of the Commission.

SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.

A. Plans and Specifications for DuPage County Unit System Connection Facilities. DuPage County shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the DuPage County Unit System Connection Facilities not later than 252 days after the effective date of this Contract. The Commission shall provide its comments and revisions to DuPage County within 28 days after receipt of such documents. DuPage County shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

B. IEPA and Other Approvals For DuPage County Unit System Connection Facilities. DuPage County shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the DuPage County Unit System Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of DuPage County Unit System Connection Facilities. DuPage County shall cause construction of the DuPage County Unit System Connection Facilities to be commenced within 371 days after the effective date of this Contract or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the DuPage County Unit System Connection Facilities, whichever is later. DuPage County shall cause construction to be completed within 231 days after commencement.

D. Plans and Specifications for Water Storage Facilities. DuPage County shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the water storage facilities required to be built by DuPage County pursuant to Subsection 4C of this Contract within 364 days after execution of this Contract. The Commission shall provide its comments and revisions to DuPage County within 28 days after receipt of such documents. DuPage County shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

E. IEPA and Other Approvals for Water Storage Facilities. DuPage County shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10D above, submit such finally revised documents for approval and permitting to the IEPA and every other federal, state, or local governmental body having jurisdiction over any element of the water storage facilities, and shall diligently pursue each such approval and permit until it is secured.

F. Commencement of Construction of Water Storage Facilities. DuPage County shall cause construction of the water storage facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the water storage facilities. DuPage County shall cause construction to be completed within 231 days after commencement.

G. Transfer of Property Rights. DuPage County shall grant to the Commission all necessary and insured easements for the Commission metering stations and other facilities to be constructed pursuant to Subsection 5A of this Contract within 252 days after the effective date of this Contract. DuPage County shall, immediately upon execution of this Contract, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of Subsection 5A of this Contract and this Subsection 10G.

H. Commencement of Construction of Commission Connection Facilities. The Commission shall cause design of the Commission Connection Facilities to be commenced within 252 days after the effective date of this Contract or 28 days after acquisition of all rights-of-way and other property required for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause

construction to be completed within 350 days after commencement of design as herein required or 259 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities, whichever is later. DuPage County acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of DuPage County under this Contract, including without limitation DuPage County's payment obligations, except with respect to payment of the Cash Deposit required pursuant to Subsection 7C of this Contract.

I. Illustrative Schedule of Events. An "Illustrative Schedule of Events" depicting, on the basis of assumptions concerning the length of time that will be required to secure various governmental approvals, the sequence of work pursuant to this Section 10 is attached to this Contract as Exhibit H. In the event of any conflict or inconsistency between the provisions of Exhibit H and the provisions of this Section 10, the provisions of this Section 10 shall control.

SECTION 11. ASSIGNABILITY.

DuPage County shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Commission.

The right to receive all payments that are required to be made by DuPage County to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in any Bond Ordinance to secure the payment of the principal of and the premium, if any, and interest on the

Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinance. DuPage County, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Commission to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission also may retain the right to enforce this Contract.

SECTION 12. FORCE MAJEURE.

If by reason of force majeure either party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage, or accidents to machinery, pipelines, canals, or tunnels; partial or entire failure of water supply; and inability on the part of the Commission to deliver Lake Water hereunder, or of DuPage County to

receive Lake Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No force majeure which renders either of the parties unable to perform under this Contract shall relieve DuPage County of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

SECTION 13. COMMISSION DEFAULTS.

Failure by the Commission to deliver Lake Water to DuPage County as required by this Contract or failure of the Commission to perform any other obligation under this Contract, and the continuation of that failure to perform for 30 days after written notice from DuPage County to the Commission of such failure, shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 12 of this Contract. If the Commission defaults under this Contract, then DuPage County may bring any action against the Commission allowed by law. No Commission default shall relieve DuPage County of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

SECTION 14. DuPAGE COUNTY OBLIGATION UNCONDITIONAL.

DuPage County shall have no right to terminate, cancel, or rescind this Contract; no right to withhold from the Commission or any Trustee who is an assignee of the Commission pursuant to Section 11 of this Contract payments due or to become due under this Contract; no right to recover from the Commission or any such Trustee amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; no right of reduction or set-off against the amounts due or to become due under this Contract to the Commission or any such Trustee; and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by DuPage County or the Commission or any other person, including by way of illustration and not limitation by reason of the fact that the Waterworks System in whole or in part is not completed, operable, or operating; or the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced, or curtailed; or any party to the Chicago Contract, including the City of Chicago, does not perform in whole or in part thereunder; or the Water Allocation of any of the Commission's Contract Customers is modified or terminated or any such Contract Customer does not perform in whole or in part any agreement or instrument, it being the intent hereof that DuPage County shall be absolutely and unconditionally obligated to make all payments under this Contract. The Commission may issue its Bonds in specific reliance on the limitations set forth in this Section 14 with respect to the rights of DuPage County.

SECTION 15. COOPERATION IN CONSTRUCTION; EASEMENTS.

DuPage County shall cooperate with the Commission in the construction and acquisition of the Waterworks System. DuPage County, within 30 days after the Commission's request therefor, shall grant without charge to the Commission all required construction easements and all insured easements necessary for portions of the Waterworks System to be located on DuPage County's property, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing, provided the Commission agrees to restore the easement property in a reasonable manner after construction. DuPage County shall grant the Commission all access to its property necessary to construct and install the Commission Connection Facilities and all other equipment and appurtenant devices to each Point of Delivery.

SECTION 16. COOPERATION IN ISSUANCE OF BONDS.

DuPage County shall cooperate with the Commission in the issuance of Bonds. In such connection, DuPage County shall comply with all reasonable requests of the Commission and shall upon request do as follows:

- A. Make available general and financial information about itself; and
- B. Consent to publication and distribution of its financial information; and
- C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and
- D. Make available certified copies of official proceedings; and

E. Provide reasonable certifications to be used in a transcript of closing documents; and

F. Provide and pay for reasonably requested opinions of counsel of its choice as to the validity of its actions taken with respect to, and the binding effect of, this Contract, title to the DuPage County Unit System, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

SECTION 17. REGULATORY BODIES.

The Commission and DuPage County through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Illinois Constitution and laws of the State of Illinois. This Contract shall be subject to, and enforced in accordance with, all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

SECTION 18. OTHER WATER SUPPLIERS.

Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers or users of Lake Water to provide Lake Water to each other to meet each other's water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the DuPage County Unit System.

SECTION 19. NOTICES; EVIDENCE OF ACTIONS.

A. Notices. All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States mail, by certified mail with return receipt requested, postage prepaid, addressed as follows:

To the Commission: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126
Attention: General Manager

To DuPage County: County of DuPage

Attention: _____

And

State's Attorney's Office

Attention: _____

until and unless other addresses or addressees are specified by notice given in accordance herewith.

B. Evidence of Actions. Any action hereunder to be taken by the Commission or DuPage County may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances, as applicable) duly certified by the Clerk of the Commission or the Clerk of the County of DuPage.

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be made or given by DuPage County shall be in writing, signed by a duly authorized officer, agent, or attorney of DuPage County.

SECTION 20. EFFECTIVE DATE; IDNR APPROVAL; TERM.

A. Effective Date. Except for the provisions of Section 10 of this Contract relating to the commencement of certain work following execution of this Contract and except for the provisions of Section 21 of this Contract relating to the payment of certain costs, as to which provisions this Contract shall be effective immediately after authorization and execution by both parties hereto, this Contract shall be effective upon authorization and execution by both parties hereto and issuance by the State of Illinois Department of Natural Resources, Office of Water Resources, of a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, which permit DuPage County agrees to apply for not later than 28 days after execution of this Contract and diligently pursue; provided, however, that the parties' execution of this Contract shall, except as provided in Subsection 20B below, remain effective and binding on each party.

B. IDNR Approval. If the State of Illinois Department of Natural Resources, Office of Water Resources, in a final, non-appealable order declines DuPage County's application for a Water Allocation permit for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid. If the State of Illinois Department of Natural Resources, Office of Water Resources, has not approved DuPage County's

application for a Water Allocation permit for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission on or before the time this Contract would otherwise become effective pursuant to Subsection 21A above, either party, by written notice to the other, may terminate this Contract, in which event this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid.

C. Term. This Contract shall continue in force and effect until February 24, 2024.

SECTION 21. REGULATORY PROCEEDINGS.

Whether or not the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, DuPage County shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the State of Illinois Department of Natural Resources, Office of Water Resources, or by DuPage County as a result of, or as occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the

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costs of design of the Commission Connection Facilities. If the State of Illinois Department of Natural Resources, Office of Water Resources, does not issue a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, then DuPage County's payment hereunder shall be due and payable immediately after receipt by it of an invoice from the Commission detailing such costs. If the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, then such costs shall be treated as part of the Connection Facilities Cost provided in Subsection 7C of this Contract.

SECTION 22. GOVERNING LAW.

This Contract shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

SECTION 23. MODIFICATIONS OR AMENDMENTS.

This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of DuPage County to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

SECTION 24. EXHIBITS INCORPORATED.

Exhibits A, B-1, B-2, C, D, E, F, G, and H to this Contract are hereby fully incorporated into this Contract as substantive provisions of this Contract.

SECTION 25. EXECUTION IN COUNTERPARTS.

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

COUNTY OF DuPAGE

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

DuPAGE WATER COMMISSION

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

EXHIBITS

- Exhibit A: DuPage County Unit System and Service Areas
- Exhibit B-1: Preliminary Plans for the DuPage County Unit System Connection Facilities
- Exhibit B-2: Preliminary Plans for the Commission Connection Facilities and the Points of Delivery
- Exhibit C: Calculation of Water Storage Requirements
- Exhibit D: Metering Station Easement Agreement
- Exhibit E: Illustrative Calculation of Capital Cost Recovery Charge
- Exhibit F: Calculation of Charter Customer Facilities Credit
- Exhibit G: Calculation of Charter Customer Facilities Quotient
- Exhibit H: Illustrative Schedule of Events

EXHIBIT A


DUPAGE COUNTY UNIT SYSTEM AND SERVICE AREAS

EXHIBIT A

Glen Ellyn Heights



Legend

 DuPage County Water Service Areas

0 500 1,000 2,000 Feet




EXHIBIT A
Greene Road



Legend
DuPage County Water Service Areas

0 500 1,000 2,000 Feet

EXHIBIT A
Nordic Park



Legend

 DuPage County Water Service Areas

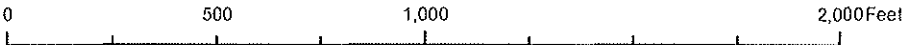




EXHIBIT A SERF




Legend
 DuPage County Water Service Areas

0 500 1,000 2,000 Feet


Steeple Run



Legend

 DuPage County Water Service Areas

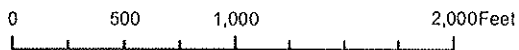



EXHIBIT A
York Center



Legend

 DuPage County Water Service Areas

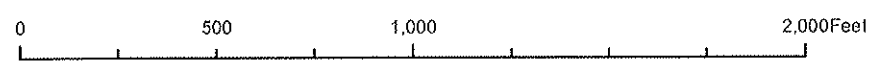


EXHIBIT B-1

PRELIMINARY PLANS FOR THE DUPAGE COUNTY
UNIT SYSTEM CONNECTION FACILITIES

EXHIBIT B-1

PRELIMINARY PLANS FOR THE DUPAGE COUNTY UNIT SYSTEM CONNECTION FACILITIES

MINIMUM REQUIREMENTS FOR PRESSURE ADJUSTING (PA) STATIONS AND SCHEMATICS

1. Rate Controllers shall be adjusted and the water distribution shall otherwise be operated to take a normally uniform flow rate from the DWC system. The maximum hourly rate should in no case be greater than 1.7 times the average annual hourly rate based on the current Lake Michigan water allocation for the PA station. The adequacy of customer system storage and proper operation of storage facilities to assure uniform take-off is the customer's responsibility.
2. Designs shall provide for the appropriate fluctuation of customer storage facility levels to assure uniform take-off. Elevated storage tanks shall be fluctuated appropriately during sub freezing conditions.
3. Emergency bypass lines, flow rate controllers and system isolation check valves shall be required in all designs.
4. Altitude valves or other appropriate means for preventing elevated and ground storage tank overflows are recommended if such provisions do not already exist in the customer's system.
5. Surge relief facilities for protection of both the customer and DWC facilities shall be required.
6. The type and design of the PA station will be dependent upon:
 - a. The difference between, (i) the minimum DWC system pressure (hydraulic grade) 10 feet downstream of the DWC Metering Station (MS) and, (ii) the customer's elevated tank overflow or system pressure.
 - b. Whether ground storage will be used to receive water at the PA station.

In general, the recommended design types for the various receiving facility designs and the differential between the minimum DWC system grade (at the point of delivery) and the customer system elevated tank overflows or system pressure are as follows:

<u>Design Type</u>	<u>Head (DWC – Customer)</u>
Pressure Reducing (Type A & B)	> / = 28 feet
Rate Control (Type C)	< 28 feet & >= 0 feet
Pressure Increasing (Type D)	< 0 feet

EXHIBIT B-1

PRELIMINARY PLANS FOR THE DUPAGE COUNTY UNIT SYSTEM CONNECTION FACILITIES

7. Where pumping stations are required (Type D), each station shall be equipped with three (3) pumping units of equal size. Each unit shall have rated capacity of approximately equal to the average day, year 2020 flow, at the station. Two (2) pumping units shall have a combined capacity to provide maximum day, year 2020 flow (1.7 times average day year 2020 flow). The third unit is for standby. A fourth space is shown on the pumping station (Type D) schematic for an additional pumping unit at the customer's option.
8. The facility requirements indicated are for illustrative purposes showing general guidelines and various design functions to be provided. Each station shall be designed and proper equipment shall be selected to meet local and specific conditions.
9. Emergency conditions may permit three (3) times average day flow at the PA based on the year 2020 Lake Michigan Water Allocation or 1500 GPM, whichever is greater.
10. The Commission will only provide a chlorine residual meeting State and Federal Standards at the point of delivery. Additional chlorination facilities, if required, shall be provided by the customer at the customer's expense.

SCHEMATIC OF PRESSURE REDUCING STATION UTILIZING GROUND STORAGE TYPE A

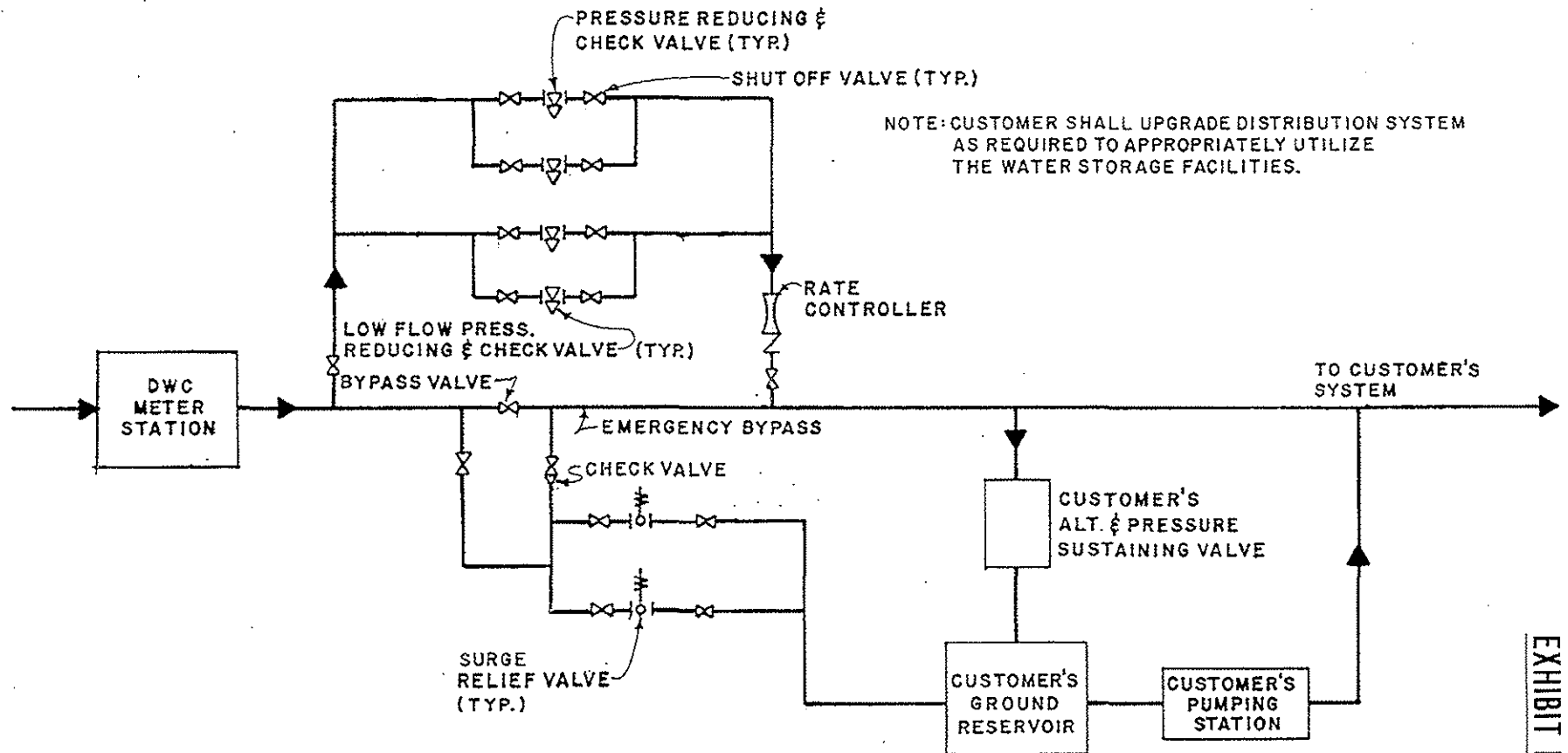


EXHIBIT B-1

SCHEMATIC OF PRESSURE REDUCING STATION TYPE B

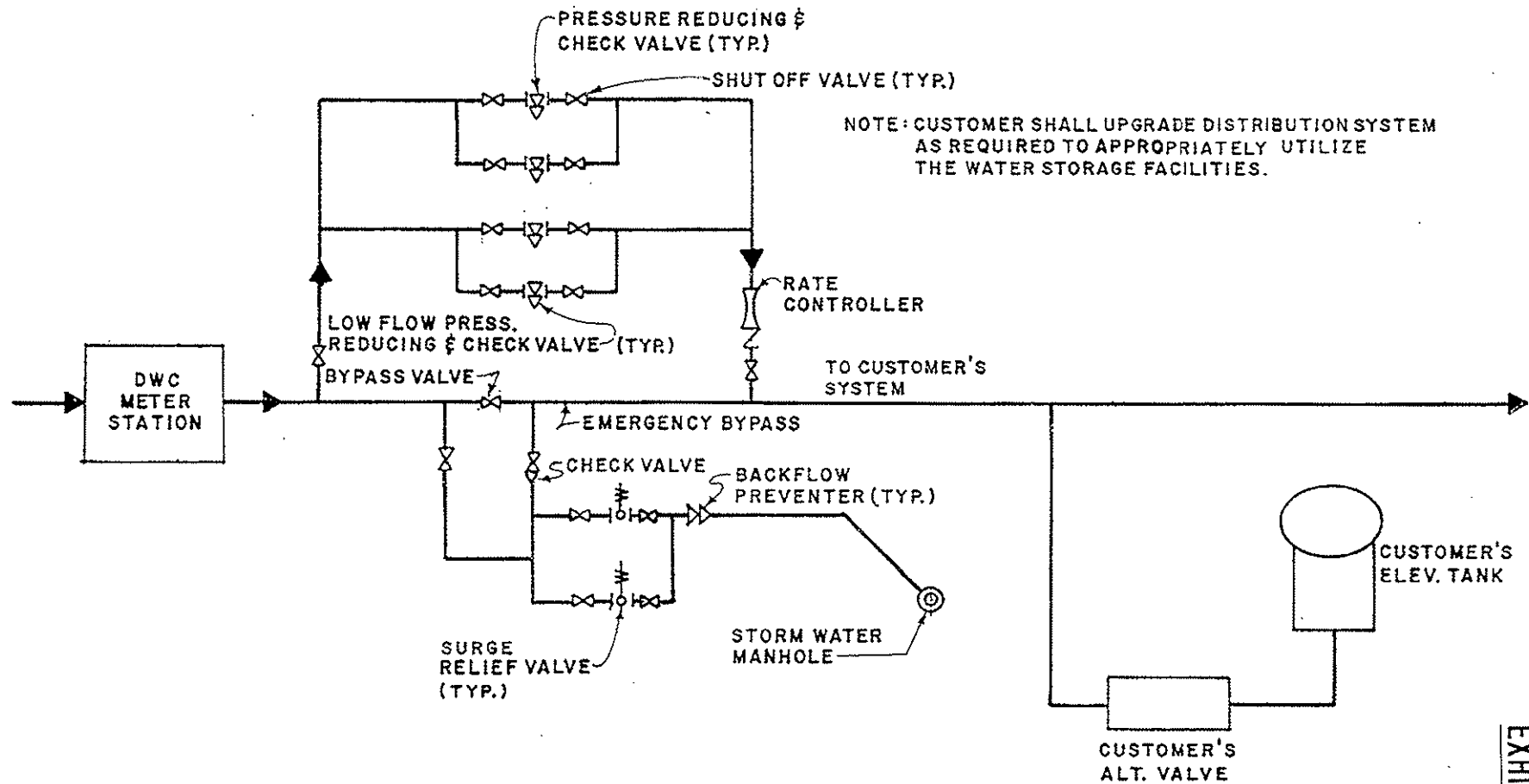


EXHIBIT B-1

SCHEMATIC OF RATE CONTROL STATION TYPE C

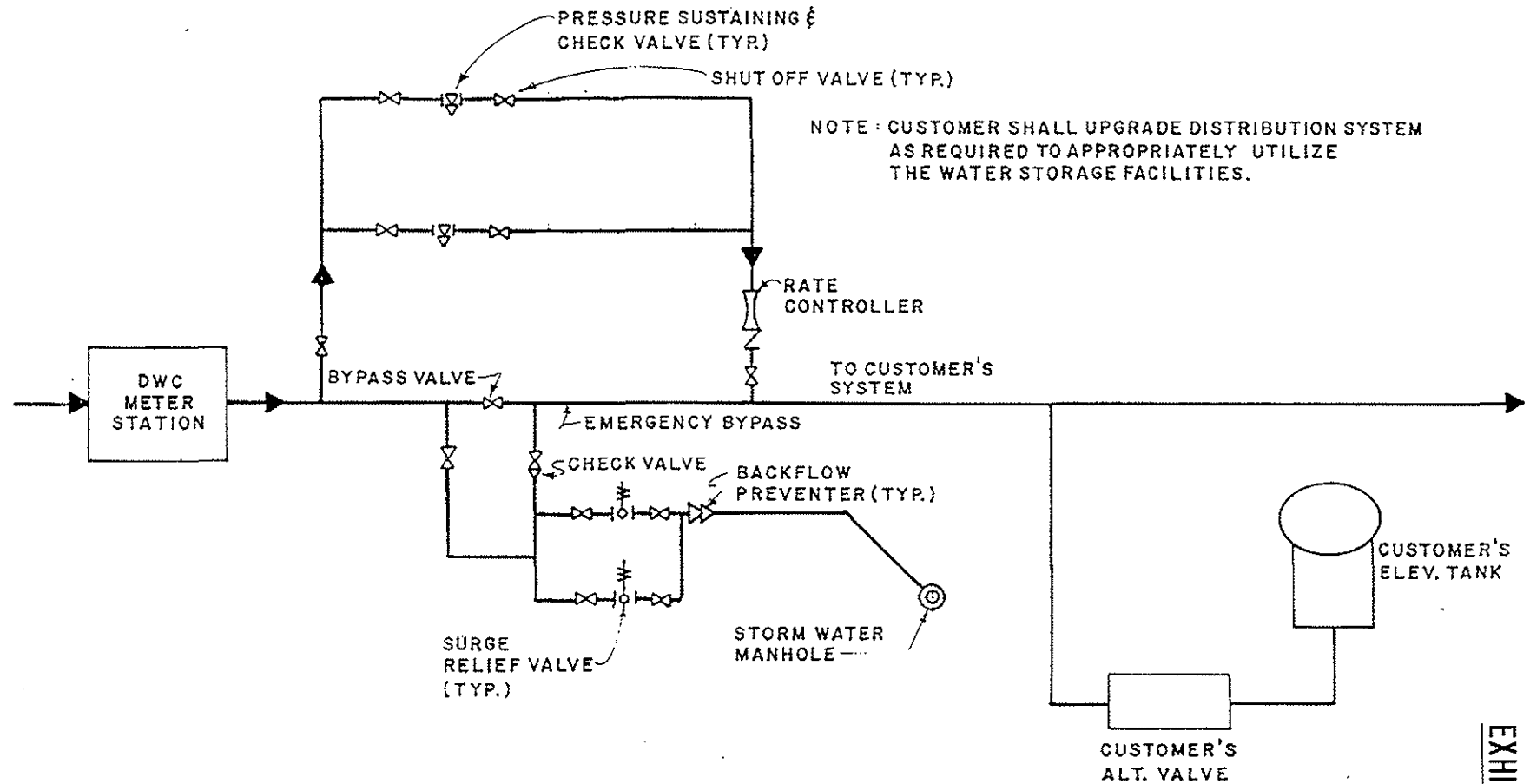


EXHIBIT B-1

SCHEMATIC OF PRESSURE INCREASING STATION TYPE D

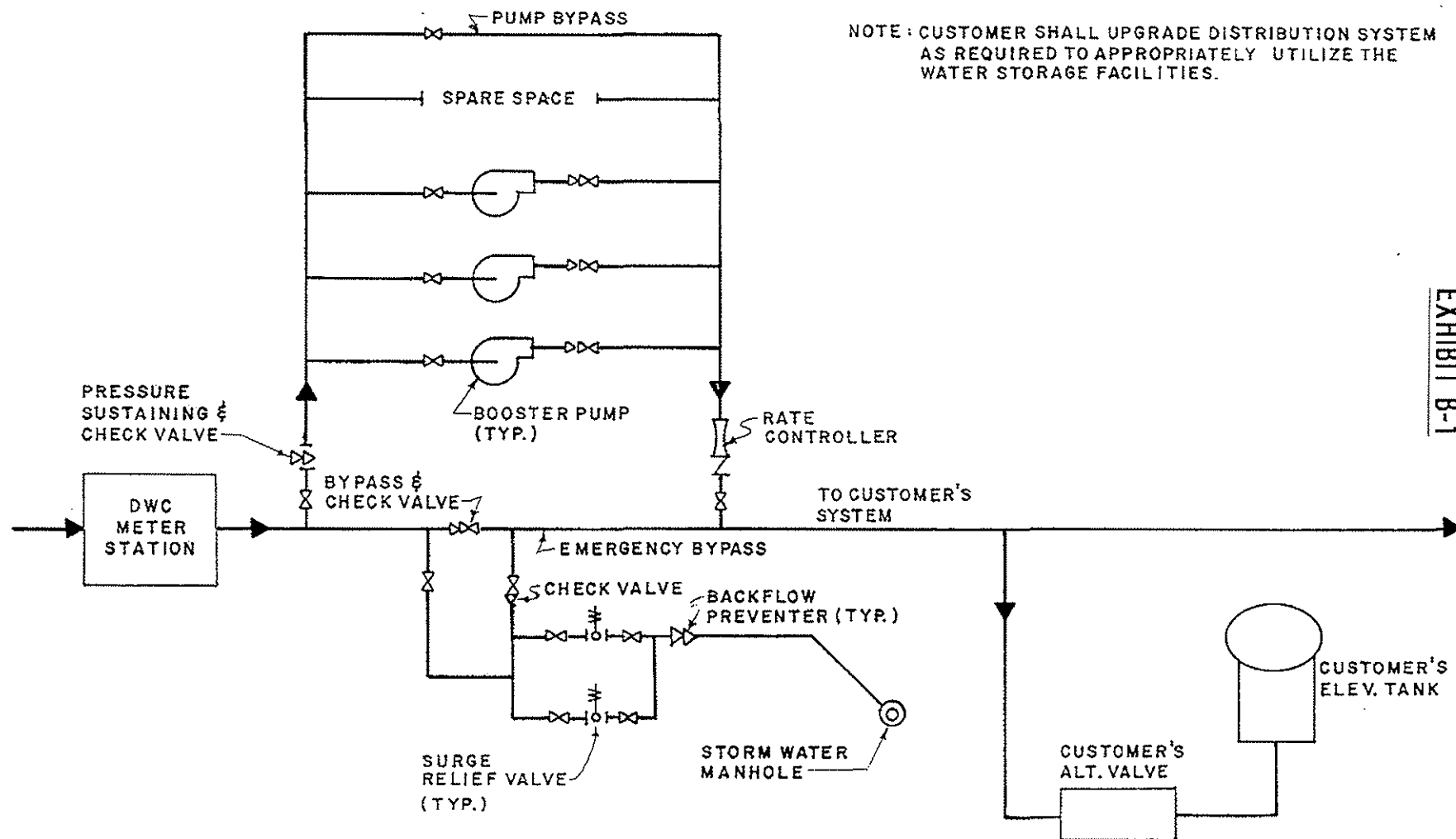
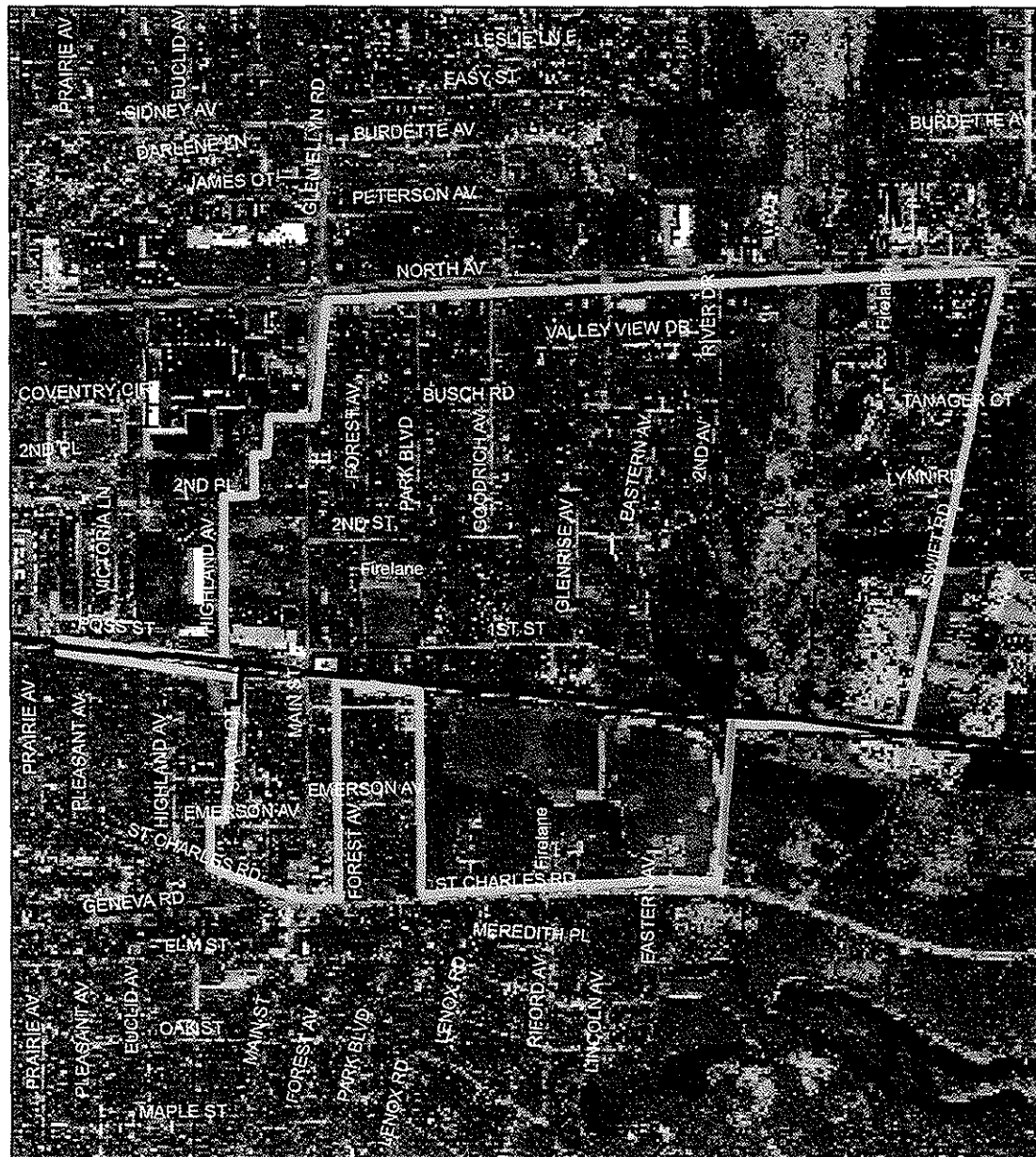


EXHIBIT B-1

EXHIBIT B-2

PRELIMINARY PLANS FOR THE COMMISSION
CONNECTION FACILITIES AND THE
POINTS OF DELIVERY

EXHIBIT B-2 Glen Ellyn Heights



Glen Ellyn Heights				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
12" Ductile Iron Pipe in Trench	LFT	\$75	1,178	\$88,350
12" Valve in Vault	EACH	\$5,000	1	\$5,000
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$36,670
Engineering/Legal	10%			\$22,002
Estimated Construction Costs				\$242,022
Population Served	Services (1)	TPE (2)	=	1,154
Estimated Cost Per Person				\$210

(1) Number of Services Provided By DuPage County.
(2) Township Population/Residence Equivalent from 2000 U.S. Census Data.

Legend	
	DuPage County Water Service Areas
	Proposed New County Service
	DWC Pipeline



0 500 1,000 2,000 Feet

EXHIBIT B-2 Greene Road

Greene Road				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
36" x 12" Tap (Steel Pipe) (1)	EACH	\$8,800	1	\$8,800
12" Ductile Iron Pipe in Casing	LFT	\$300	150	\$45,000
12" Ductile Iron Pipe in Trench	LFT	\$75	426	\$31,950
Metering Station	EACH	\$80,000	1	\$80,000
Construction Contingencies	20%			\$35,150
Engineering/Legal	10%			\$21,090
Estimated Construction Costs:				\$223,190
Population Served	Services (2)	TPE (3)		269
	101	2.68		
Estimated Cost Per Person				\$831

(1) Excavation and valve included in cost estimate for pipe tapping.
 (2) Number of Services Provided By DuPage County.
 (3) Township Population/Residence Equivalent from 2000 U.S. Census Data.

Legend




-  DuPage County Water Service Areas
-  Proposed New County Service
-  DWG Pipeline



EXHIBIT B-2 Nordic Park

North Regional Water Facility (Nordic)				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
24" x 12" Tap (DIP) (1)	EACH	\$9,100	1	\$9,100
12" Ductile Iron Pipe in Casing	LFT	\$300	150	\$45,000
12" Ductile Iron Pipe in Trench	LFT	\$75	150	\$11,250
12" Ductile Iron Pipe in Pavement	LFT	\$175	968	\$169,400
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$64,950
Engineering/Legal	10%			\$38,970
Estimated Construction Costs				\$428,670
Population Served	Services (2)	TPE (3)	*	707
Estimated Cost Per Person				\$606

- (1) Excavation and valve included in cost estimate for pipe tapping.
 (2) Number of Services Provided By DuPage County.
 (3) Township Population/Residence Equivalent from 2000 U.S. Census Data.

Legend

- DuPage County Water Service Areas
- Proposed New County Service
- DWC Pipeline



EXHIBIT B-2 Steeple Run

Steeple Run				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
12" Ductile Iron Pipe in Trench	LFT	\$75	365	\$27,375
12" Ductile Iron Pipe in Pavement	LFT	\$175	2150	\$376,250
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$98,725
Engineering/Legal	10%			\$59,235
			Estimated Construction Costs	\$651,585
Population Served	Services (1) 665	TPE (2) 2.66	=	1,769
			Estimated Cost Per Person	\$368

(1) Number of Services Provided By DuPage County.

(2) Township Population/Residence Equivalent from 2000 U.S. Census Data.

Legend




-  DuPage County Water Service Areas
-  Proposed New County Service
-  DWG Pipeline



EXHIBIT B-2 York Center

York Center				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
24" x 12" Tap (Concrete Pipe) (1)	EACH	\$11,300	1	\$11,300
12" Ductile Iron Pipe in Casing	LFT	\$300	150	\$45,000
12" Ductile Iron Pipe in Trench	LFT	\$75	1,500	\$112,500
12" Ductile Iron Pipe in Pavement	LFT	\$175	7,370	\$1,269,750
12" Valve in Vault	EACH	\$5,000	1	\$5,000
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$310,710
Engineering/Legal	10%			\$186,426
Estimated Construction Costs				\$2,050,686
Population Served	Services (2) 79	TPE (3) 2.56	=	202
Estimated Cost Per Person				\$10,140

(1) Excavation and valve included in cost estimate for pipe tapping.
 (2) Number of Services Provided By DuPage County.
 (3) Township Population/Residence Equivalent from 2000 U.S. Census Data.

Legend

- DuPage County Water Service Areas
- Proposed New County Service
- DVC Pipeline

EXHIBIT C

CALCULATION OF WATER STORAGE REQUIREMENTS

WATER STORAGE COUNTY OF DU PAGE							
CUSTOMER	EXISTING STORAGE (MG)	2004 ALLOCATION (IN MGD)	% OF SYSTEM	REQUIRED STORAGE (MG)	SHALLOW WELL ALLOWANCE (MG)	% OF DWC STORAGE (MG)	STORAGE ABOVE OR (BELOW) REQUIRED (MG)
ADDISON	6.75	4.494	4.68%	8.99	0.90	2.91	1.57
ARGONNE NAT'L LAB	1.02	0.758	0.79%	1.52	0.15	0.49	0.14
BENSENVILLE	3.55	2.694	2.79%	5.39	0.00	1.75	(0.09)
BLOOMINGDALE	4.80	2.750	2.86%	5.52	0.55	1.79	1.62
CAROL STREAM	6.50	4.463	4.63%	8.93	0.89	2.89	1.36
CLARENDON HILLS	1.25	0.711	0.74%	1.42	0.14	0.46	0.43
DARIEN	2.75	2.750	2.85%	5.50	0.55	1.78	(0.42)
DOWNERS GROVE	8.00	6.762	7.01%	13.52	1.35	4.38	0.21
ELMHURST	15.00	4.669	4.84%	9.34	0.93	3.03	9.62
GLEN ELLYN (4)	3.17	2.930	3.04%	5.86	0.59	1.90	(0.20)
GLENDALE HEIGHTS	4.20	3.016	3.13%	6.03	0.60	1.95	0.73
HINSDALE	4.50	2.649	2.75%	5.30	0.53	1.72	1.45
IAWC-ARROWHEAD	0.40	0.196	0.20%	0.39	0.04	0.13	0.17
IAWC-COUNTRY CLUB	0.20	0.117	0.12%	0.23	0.02	0.08	0.07
IAWC-DUPAGE/LISLE (1)	0.91	0.598	0.62%	1.20	0.12	0.39	0.22
IAWC-LOMBARD HEIGHTS (2)	0.08	0.072	0.07%	0.14	0.01	0.05	0.00
IAWC-LIBERTY RIDGE EAST (4)	0.07	0.050	0.05%	0.10	0.01	0.03	0.01
IAWC-LIBERTY RIDGE WEST (3)	0.40	0.344	0.36%	0.69	0.07	0.22	0.00
IAWC-VALLEY VIEW	0.86	0.700	0.73%	1.40	0.14	0.46	0.07
ITASCA	3.50	1.742	1.81%	3.48	0.35	1.13	1.49
LISLE (1)	4.79	3.185	3.30%	6.37	0.64	2.06	1.12
LOMBARD (2)	6.14	4.875	5.06%	9.75	0.98	3.16	0.52
NAPERVILLE	43.90	19.674	20.40%	39.35	3.93	12.75	21.24
OAK BROOK	8.00	4.104	4.26%	8.21	0.82	2.66	3.27
OAKBROOK TERRACE	0.50	0.217	0.23%	0.43	0.04	0.14	0.25
ROSELLE	1.75	2.204	2.29%	4.41	0.44	1.43	(0.79)
VILLA PARK	3.80	2.109	2.19%	4.22	0.42	1.37	1.37
WESTMONT	4.50	2.872	2.98%	5.74	0.57	1.86	1.19
WHEATON	7.26	5.830	6.05%	11.66	1.17	3.78	0.54
WILLOWBROOK	4.00	1.321	1.37%	2.64	0.26	0.86	2.48
WINFIELD (3)	1.60	1.113	1.15%	2.23	0.22	0.72	0.32
WOOD DALE	3.35	1.639	1.70%	3.28	0.33	1.06	1.46
WOODRIDGE	6.15	3.134	3.25%	6.27	0.63	2.03	2.54
DPC-SERF	0.88	1.180	1.22%	2.36	0.24	0.76	(0.48)
DPC-Greene Road	0.25	0.052	0.05%	0.10	0.01	0.03	0.19
DPC-Glen Ellyn Heights	0.25	0.181	0.19%	0.36	0.04	0.12	0.04
DPC-Steeple Run	0.25	0.181	0.19%	0.36	0.04	0.12	0.04
DPC-North Regional Fac.	0.25	0.066	0.07%	0.13	0.01	0.04	0.17
DPC-York Center	0.01	0.015	0.02%	0.03	0.00	0.01	(0.00)
CUSTOMER TOTAL	163.67	96.426	100.00%	192.85	18.75	62.50	
COMMISSION TOTAL	62.50						
TOTAL	226.17						

(1) LISLE CONTRACTED STORAGE TO IAWC DUPAGE/LISLE

(2) LOMBARD CONTRACTED STORAGE TO IAWC LOMBARD

(3) WINFIELD CONTRACTED STORAGE TO IAWC LIBERTY RIDGE WEST

(4) GLEN ELLYN CONTRACTED STORAGE TO IAWC LIBERTY RIDGE EAST

ORDINANCE NO. O-3-06
EXHIBIT 1

EXHIBIT D

METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(DuPage County Unit System)

PERMANENT REAL ESTATE TAX INDEX NO. _____

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Phone: 630-834-0100
Fax: 630-834-0120

METERING STATION
EASEMENT AGREEMENT
(DuPage County Unit System)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 200_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the COUNTY OF DUPAGE, a unit of local government created and existing under the laws of the State of Illinois (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of _____, 200_ (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer under the Contract (each collectively referred to as a "DuPage County Metering Station"); and

WHEREAS, the Contract provides that each DuPage County Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "DuPage County Building Easement") for the location of a

ORDINANCE NO. O-3-06
EXHIBIT 1

DuPage County Metering Station as generally depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the DuPage County Building Easement and approved the same for the location of the DuPage County Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the DuPage County Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the DuPage County Building Easement to fulfill the provisions and purpose of the Contract;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual non-exclusive easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the DuPage County Metering Station at, in, under, and upon the DuPage County Building Easement, together with all reasonable rights of ingress and egress

along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. ***[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the lands described as the access easement on Exhibit A.]***

3. The DuPage County Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit B without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the DuPage County Building Easement and Customer's adjacent property.

5. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

6. The Customer hereby reserves the right to use the DuPage County Building Easement and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the DuPage County Metering Station without the express prior written consent of the Commission; nor shall the Customer permanently or temporarily improve, damage, or obstruct the DuPage

County Building Easement ***[or the access easement premises]*** in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the DuPage County Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraph 6 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the DuPage County Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the DuPage County Metering Station at, in, under, and upon the DuPage County Building Easement, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency

ORDINANCE NO. O-3-06
EXHIBIT 1

for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the DuPage County Metering Station.

9. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the permanent easement and access rights hereby granted. The Commission may, within said 90 day period, at its own expense, and in its own discretion, remove the DuPage County Metering Station from the DuPage County Building Easement. If the Commission fails to remove the DuPage County Metering Station, as aforesaid, the Customer may take title to the DuPage County Metering Station.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

11. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

ORDINANCE NO. O-3-06
EXHIBIT 1

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DuPAGE WATER COMMISSION

ATTEST:

By: _____
Robert L. Martin
General Manager

Maureen A. Crowley
Clerk

COUNTY OF DuPAGE

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

ORDINANCE NO. O-3-06
EXHIBIT 1

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

Given under my hand and official seal this _____ day of _____,
200__.

Notary Public

My Commission Expires:_____

ORDINANCE NO. O-3-06
EXHIBIT 1

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____, personally known to me to be
the _____ of the County of DuPage, and _____,
personally known to me to be the _____ of the County of DuPage, and
personally known to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they signed,
sealed, and delivered said instrument as their free and voluntary act, and as the free
and voluntary act of said County, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____,
200__.

Notary Public

My Commission Expires:_____

EXHIBIT E

ILLUSTRATIVE CALCULATION OF
CAPITAL COST RECOVERY CHARGE

	Southeast Reg. Facility (SERF)	Greene Road	Glen Ellyn Heights	Steeple Run	North Reg. Water Fac.	York Center
Fixed Assets - (including CIP) \$	482,107,810 (1)	482,107,810 (1)	482,107,810 (1)	482,107,810 (1)	482,107,810 (1)	482,107,810 (1)
Less: Feeder Mains and Meter Stations \$	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)
	<u>\$ 390,124,492</u>	<u>390,124,492</u>	<u>390,124,492</u>	<u>390,124,492</u>	<u>390,124,492</u>	<u>390,124,492</u>
Less: Total Declared Rebates \$	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)
Subtotal	\$323,798,205	\$323,798,205	\$323,798,205	\$323,798,205	\$323,798,205	\$323,798,205
Percent Share	1.355185% (3)	0.059720% (3)	0.207872% (3)	0.207872% (3)	0.075798% (3)	0.017227% (3)
Buy-in Costs	<u>\$4,388,064</u>	<u>\$193,372</u>	<u>\$673,084</u>	<u>\$673,084</u>	<u>\$245,434</u>	<u>\$55,780</u>

(1) Fixed Assets, including construction in progress (CIP) as of 5/1/06, forecasted by DWC management.

(2) As of 5/1/04, assumes no new feeder mains/meter stations and rebates between 5/1/04 to 5/1/06.

(3) See computation below:

	MGD (4)	Percentage
Southeast Regional Facility (SERF)	1.180	1.355185%
Greene Road	0.052	0.059720%
Glen Ellyn Heights	0.181	0.207872%
Steeple Run	0.181	0.207872%
North Regional Water Facility	0.066	0.075798%
York Center	0.015	0.017227%
Estimated Avg. of 5/1/04 - 4/30/06	87.073 (5)	

(4) Water billed plus 8% unaccounted for loss

(5) See computation below:

5/04 - 4/05 actual	83.148
5/05 - 4/06 budgeted (94% of allocation)	<u>90.998</u>
	87.073

EXHIBIT F

CALCULATION OF CHARTER CUSTOMER FACILITIES CREDIT

Initial Use and Financing of Commission Facilities

<u>FACILITY</u>	<u>DISTRIBUTION (1) FACILITIES</u>	<u>SUPPLY (2) FACILITIES</u>
12 FOOT DIAMETER TUNNEL		\$ 26,557,903
CHICAGO PUMP STATION		52,336,068
90 INCH TRANSMISSION MAIN		52,775,093
DUPAGE PUMP STATION		47,846,669
DUPAGE TRANSMISSION MAINS	\$123,978,698	
DUPAGE STORAGE	15,770,956	

FACILITIES USED IN COMMON TO SERVE CHARTER CUSTOMERS AND DuPAGE COUNTY	139,749,654 (56.68%)	

FEEDER MAINS	65,353,899	
METER STATIONS	19,775,501	
P.A. STATIONS	21,693,600	
FACILITIES USED TO SERVE ONLY CHARTER CUSTOMERS	106,823,000 (43.32%)	-----

TOTAL FACILITIES	\$246,572,654 (100.00%)	\$179,515,733
	=====	=====


NOTES:

- (1) Financed by revenue bonds and customer charges.
- (2) Financed by general obligation bonds and real estate taxes.

EXHIBIT G

CALCULATION OF CHARTER CUSTOMER FACILITIES QUOTIENT

CHARTER CUSTOMER CONNECTION COSTS & COST PER PERSON
May 25, 2005

CHARTER CUSTOMER	COST PER PERSON	POPULATION SERVED (1)	TOTAL COST ALL POINTS OF CONNECTION	ENGINEERING & LEGAL CONTINGENCY 20%	COST ALL POINTS OF CONNECTION	STATION ID	COMPLETE CONNECTION CONSTRUCTION COST (2)	METERING STATION CONSTRUCTION COST (2)	TURBINE METER CONSTRUCTION COST (2)	FEEDER MAIN CONSTRUCTION COST (2)
ADDISON		36,900	\$23,880,949	\$3,980,158	\$19,900,791	MS-1a	\$3,547,931	\$461,386	\$9,579	\$3,076,966
						MS-1b	\$4,935,489	\$461,386	\$9,579	\$4,464,524
						MS-1c	\$3,543,099	\$276,831	\$5,498	\$3,260,770
						MS-1d	\$4,358,329	\$461,386	\$9,579	\$3,887,364
						MS-1d	\$3,515,943	\$276,831	\$5,498	\$3,233,614
BENSENVILLE	\$43	21,660	\$921,195	\$153,533	\$767,663	MS-2a	\$767,663	\$560,683	\$18,172	\$188,808
BLOOMINGDALE	\$233	22,215	\$5,186,999	\$864,500	\$4,322,499	MS-3a	\$3,771,285	\$336,410	\$10,903	\$3,423,972
						MS-3b	\$551,214	\$252,306	\$8,247	\$290,661
CAROL STREAM	\$76	40,438	\$3,067,780	\$511,297	\$2,556,484	MS-4a	\$1,169,382	\$336,410	\$10,903	\$822,069
						MS-4b	\$1,387,102	\$336,410	\$10,903	\$1,039,789
CLARENDON HILLS	\$141	7,675	\$1,079,463	\$179,910	\$899,552	MS-6a	\$297,691	\$276,831	\$5,498	\$15,362
						MS-6b	\$601,861	\$276,831	\$5,498	\$319,532
DARIEN	\$30	25,720	\$783,588	\$130,598	\$652,990	MS-7a	\$652,990	\$336,410	\$10,903	\$305,677
DOWNERS GROVE	\$293	53,697	\$15,712,717	\$2,618,786	\$13,093,930	MS-8a	\$3,112,437	\$336,410	\$10,903	\$2,765,125
						MS-8b	\$2,243,599	\$369,109	\$7,269	\$1,867,222
						MS-8c	\$538,431	\$461,386	\$9,579	\$67,486
						MS-8d	\$3,558,163	\$420,511	\$14,368	\$3,123,284
						MS-8e	\$3,641,299	\$336,410	\$10,903	\$3,293,987
ELMHURST	\$93	42,762	\$3,984,191	\$664,032	\$3,320,159	MS-10a	\$672,581	\$336,410	\$10,903	\$325,268
						MS-10b	\$843,498	\$336,410	\$10,903	\$496,185
						MS-10c	\$1,804,080	\$336,410	\$10,903	\$1,456,767
GLENDALE HEIGHTS	\$80	32,888	\$2,616,699	\$436,116	\$2,180,582	MS-11a	\$747,651	\$369,109	\$7,269	\$371,273
						MS-11b	\$927,457	\$252,306	\$10,903	\$664,248
						MS-11c	\$505,475	\$276,831	\$5,498	\$223,145
GLEN ELLYN	\$82	27,622	\$2,273,146	\$378,858	\$1,894,288	MS-26a	\$569,043	\$461,386	\$9,579	\$98,079
						MS-26b	\$1,325,245	\$560,683	\$18,172	\$746,391
HINSDALE	\$111	17,010	\$1,884,990	\$314,165	\$1,570,825	MS-12a	\$1,570,825	\$399,683	\$18,172	\$1,152,971
ITASCA	\$239	8,382	\$2,006,270	\$334,378	\$1,671,892	MS-25a	\$493,683	\$276,831	\$5,498	\$211,354
						MS-25b	\$309,035	\$276,831	\$5,498	\$26,706
						MS-25c	\$869,174	\$369,109	\$7,269	\$492,796
LISLE	\$529	21,895	\$11,580,580	\$1,930,097	\$9,650,483	MS-13a	\$1,369,279	\$336,410	\$10,903	\$1,021,966
						MS-13b	\$3,582,193	\$336,410	\$10,903	\$3,234,880
						MS-13c	\$4,699,012	\$461,386	\$9,579	\$4,228,047

Notes:

(1) POPULATIONS DERIVED FROM DATA COLLECTION PERFORMED MARCH 2005.

(2) CONSTRUCTION COSTS INFLATED FROM MID-POINT CONSTRUCTION TO APRIL 2005 USING ENR INDICES (April 2005 = 7355).

CHARTER CUSTOMER CONNECTION COSTS & COST PER PERSON

May 25, 2005

CHARTER CUSTOMER	COST PER PERSON	POPULATION SERVED (1)	TOTAL COST ALL POINTS OF CONNECTION	ENGINEERING & LEGAL CONTINGENCY 20%	COST ALL POINTS OF CONNECTION	STATION ID	COMPLETE CONNECTION CONSTRUCTION COST (2)	METERING STATION CONSTRUCTION COST (2)	TURBINE METER CONSTRUCTION COST (2)	FEEDER MAIN CONSTRUCTION COST (2)
LOMBARD	\$184	43,048	\$7,903,348	\$1,317,225	\$6,586,123	MS-14a	\$2,122,925	\$336,410	\$10,903	\$1,775,612
						MS-14b	\$1,337,032	\$369,109	\$7,269	\$960,654
						MS-14c	\$490,164	\$276,831	\$5,498	\$207,835
						MS-14d	\$2,636,003	\$252,306	\$14,368	\$2,369,328
NAPERVILLE	\$163	96,339	\$15,705,451	\$2,617,575	\$13,087,876	MS-15a	\$1,050,321	\$420,511	\$14,368	\$615,441
						MS-15b	\$930,255	\$700,852	\$23,947	\$205,456
						MS-15c	\$1,231,558	\$560,683	\$18,172	\$652,704
						MS-15d	\$325,990	\$252,306	\$8,247	\$65,437
						MS-15e	\$1,362,588	\$420,511	\$14,368	\$927,708
						MS-15f	\$4,551,725	\$560,683	\$18,172	\$3,972,871
						MS-15g	\$3,635,439	\$681,236	\$14,368	\$2,939,834
OAK BROOK	\$286	22,407	\$6,402,101	\$1,067,017	\$5,335,084	MS-16a	\$3,251,265	\$420,511	\$14,368	\$2,816,385
						MS-16b	\$620,796	\$461,386	\$7,269	\$152,142
						MS-16c	\$1,463,023	\$420,511	\$14,368	\$1,028,144
ROSELLE	\$106	19,698	\$2,080,533	\$346,756	\$1,733,778	MS-18a	\$522,387	\$369,109	\$7,269	\$146,010
						MS-18b	\$400,869	\$369,109	\$7,269	\$24,492
						MS-18c	\$810,521	\$369,109	\$7,269	\$434,144
VILLA PARK	\$203	22,522	\$4,576,518	\$762,753	\$3,813,765	MS-19a	\$2,298,759	\$369,109	\$7,269	\$1,922,382
						MS-19b	\$306,677	\$276,831	\$5,498	\$24,348
						MS-19c	\$1,208,328	\$369,109	\$7,269	\$831,951
WESTMONT	\$49	25,964	\$1,277,168	\$212,861	\$1,064,307	MS-20a	\$373,258	\$336,410	\$10,903	\$25,945
						MS-20b	\$691,049	\$336,410	\$10,903	\$343,737
WHEATON	\$54	55,239	\$2,990,898	\$498,483	\$2,492,415	MS-21a	\$485,876	\$420,511	\$14,368	\$50,997
						MS-21b	\$1,466,871	\$420,511	\$14,368	\$1,031,992
						MS-21c	\$539,668	\$336,410	\$10,903	\$192,355
WILLOWBROOK	\$159	8,991	\$1,429,187	\$238,198	\$1,190,989	MS-22a	\$1,190,989	\$420,511	\$14,368	\$756,110
WOOD DALE	\$121	13,451	\$1,625,929	\$270,988	\$1,354,940	MS-23a	\$637,174	\$364,279	\$7,269	\$265,627
						MS-23b	\$717,766	\$461,386	\$9,579	\$246,802
WOODRIDGE	\$137	35,695	\$4,884,607	\$814,101	\$4,070,506	MS-24a	\$517,464	\$461,386	\$9,579	\$46,500
						MS-24b	\$762,246	\$461,386	\$9,579	\$291,282
						MS-24c	\$2,790,795	\$461,386	\$9,579	\$2,319,831

Notes:

(1) POPULATIONS DERIVED FROM DATA COLLECTION PERFORMED MARCH 2005.

(2) CONSTRUCTION COSTS INFLATED FROM MID-POINT CONSTRUCTION TO APRIL 2005 USING ENR INDICES (April 2005 = 7355).

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

Week	0	4	16	48	52
I. DuPage County Duties	Contract Signed				
A. IDNR Allocation		File Application for IDNR Allocation (Section 20A)	Projected IDNR Allocation (Contract Effective)		
B. Property Interests	Commence acquisition of necessary interests (Section 10G)				Convey all required easements and interests to DWC (Section 10G)
C. DuPage County Unit System Connection Facilities					Submit plans and specifications for DWC review (Section 10A)
D. Water Storage Facilities					Submit plans and specifications for DWC review (Section 10D)
II. DWC Duties					
A. Property Interests				Projected completion of acquisition of necessary property interests	
B. Commission Connection Facilities					Commence Design (Section 10H)
III. Other Events					
A. Cash Deposit				Pay Cash Deposit (Section 7C)	
B. Delivery of Water					
C. Payment of Costs other than O&M					
D. Payment of O&M Costs					

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

Week	56	60	61	65
I. DuPage County Duties				
A. IDNR Allocation				
B. Property Interests				
C. DuPage County Unit System Connection Facilities	DWC completes review (Section 10A)	Complete final plans and specs (Section 10A)	File for IEPA and local approvals (Section 10B)	Projected IEPA and local approvals
D. Water Storage Facilities	DWC completes review (Section 10D)	Complete final plans and specs (Section 10D)	File for IEPA and local approvals (Section 10E)	Projected IEPA and local approvals
II. DWC Duties				
A. Property Interests				
B. Commission Connection Facilities				Projected IEPA and local approvals
III. Other Events				
A. Cash Deposit				
B. Delivery of Water				
C. Payment of Costs other than O&M				
D. Payment of O&M Costs				

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

Week	69	102	110
I. DuPage County Duties			
A. IDNR Allocation			
B. Property Interests			
C. DuPage County Unit System Connection Facilities	Commence construction 28 days after receipt of last required approval (Section 10C)	Complete construction (Section 10C)	
D. Water Storage Facilities	Commence construction 28 days after receipt of last required approval (Section 10F)	Complete construction (Section 10F)	
II. DWC Duties			
A. Property Interests			
B. Commission Connection Facilities		Complete construction 350 days after commencement of design (Section 10H)	
III. Other Events			
A. Cash Deposit			
B. Delivery of Water		Delivery Begins (Section 3B)	
C. Payment of Costs other than O&M			First payment due at 1st billing cycle after earlier of delivery of water or 12 months after Commission Connection Facilities substantially completed (Section 7M)
D. Payment of O&M Costs			First payment due at 1st billing cycle after earlier of delivery of water or substantial completion of Commission Connection Facilities (Section 7M)



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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

DATE: May 5, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. Five proposals were received from engineering firms regarding value engineering of the DuPage and Lexington Pumping Stations backup electrical systems. Two copies of the proposals were sent to the Chicago Department of Water Management for their review. A conference call was held on May 1st between staff from Chicago and the Commission. As a result of this conference call three firms were invited to make presentations. Staff will be recommending a firm at the June Commission meeting.

PACKET: 00405 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
1-1199		CHAPMAN AND CUTLER LLP				
I-26-0141		ARBITRAGE REBATE CALCULATION	2,000.00			
5/11/2006	IL	DUE: 4/11/2006 DISC: 4/11/2006				
		ARBITRAGE REBATE CALCULATION		01 60-6239	OTHER FINANCIAL SERVICES	2,000.00
=== VENDOR TOTALS ===			2,000.00			
1-1101		HOLLAND & KNIGHT LLP				
I-200604250791		LEGAL SERVICES: MAR. 2006	1,653.50			
4/26/2006	IL	DUE: 4/17/2006 DISC: 4/17/2006				
		LEGAL SERVICES: MAR. 2006		01 60-6251	LEGAL SERVICES- GENERAL	1,653.50
=== VENDOR TOTALS ===			1,653.50			
=== PACKET TOTALS ===			3,653.50			

PACKET: 00405 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 3,653.50
DEBIT MEMO TOTALS 0.00
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 3,653.50

** G/L ACCOUNT TOTALS **

					=====LINE ITEM=====				=====GROUP BUDGET=====			
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL	BUDGET	OVER		ANNUAL	BUDGET	OVER	
					BUDGET	AVAILABLE	BUDG		BUDGET	AVAILABLE	BUDG	
	2005-2006	01 -60-6251	LEGAL SERVICES- GENERAL	1,653.50	80,000	65,765.60						
			** 2005-2006 YEAR TOTALS	1,653.50								
	2006-2007	01 -60-6239	OTHER FINANCIAL SERVICES	2,000.00	2,200	200.00						
			** 2006-2007 YEAR TOTALS	2,000.00								

PACKET: 00405 HOLD FOR BOARD MEETING
 VENDOR SET: 01 DUPAGE WATER COMMISSION
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	4/2006	1,653.50
01	5/2006	2,000.00

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

VENDOR SET: 01 DuPage Water Commission
 BANK: IL ILLINOIS FUNDS

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
M-CHECK	VOID CHECK	V	4/19/2006			001174	8,821.40CR
1067	AEREX PEST CONTROL						
I-678975	EXTERMINATOR: MARCH 2006	R	4/14/2006	47.00		001489	
I-678982	EXTERMINATOR: MARCH 2006	R	4/14/2006	47.00		001489	
I-679269	EXTERMINATOR: MARCH 2006	R	4/14/2006	50.00		001489	144.00
	*** VENDOR TOTALS ***					1 CHECKS	144.00
1229	AGM ELECTRONICS, INC.						
I-S9417	SCADA/INSTRUMENTATION	R	4/28/2006	1,115.58		001537	1,115.58
	*** VENDOR TOTALS ***					1 CHECKS	1,115.58
1087	ALLIANCE WINDOW CLEANING INC.						
I-86767	WINDOW WASHING: APR. 06	R	4/28/2006	164.00		001538	164.00
	*** VENDOR TOTALS ***					1 CHECKS	164.00
1088	AMERICAN WATER WORKS ASSOCIATI						
I-1000302655	TRAINING VIDEOS & MANUALS	R	4/28/2006	195.00		001539	195.00
	*** VENDOR TOTALS ***					1 CHECKS	195.00
1138	AT&T						
I-200604120772	DPSS LONG DIST. SERV.: 03/06	R	4/14/2006	27.67		001490	27.67
1138	AT&T						
I-200604210787	DPSS LONG DIST. SERV.: 04/06	R	4/28/2006	43.35		001540	43.35
	*** VENDOR TOTALS ***					2 CHECKS	71.02
1072	AVALON PETROLEUM COMPANY						
I-476589	GASOLINE	R	4/14/2006	2,223.00		001491	2,223.00
1072	AVALON PETROLEUM COMPANY						
I-477459	GASOLINE	R	4/28/2006	2,272.00		001541	2,272.00
	*** VENDOR TOTALS ***					2 CHECKS	4,495.00
1015	AZ COMMERCIAL PROGRAM						
I-2568218488	VEHICLE MAINTENANCE	R	4/28/2006	53.59		001542	53.59
	*** VENDOR TOTALS ***					1 CHECKS	53.59
1170	BOYE JANITORIAL SERVICE INC.						
I-8235	JANIT. SERV. & SUP.: 04/06	R	4/28/2006	2,205.76		001543	2,205.76
	*** VENDOR TOTALS ***					1 CHECKS	2,205.76

VENDOR SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1090	BRIGHT ELECTRICAL SUPPLY CO.						
I-706202	METER STATION MAINTENANCE	R	4/28/2006	42.35		001544	
I-706203	METER STATION MAINTENANCE	R	4/28/2006	86.40		001544	128.75
	*** VENDOR TOTALS ***					1 CHECKS	128.75
1049	CAMP DRESSER & MCKEE INC.						
I-80224030/14	PIPE LOOP TESTING: 02/05-03/0	R	4/14/2006	6,733.44		001492	
I-80224910/13	EVAL. ELECT. GEN. SUP. ALT.	R	4/14/2006	6,030.68		001492	12,764.12
	*** VENDOR TOTALS ***					1 CHECKS	12,764.12
1023	CDW GOVERNMENT, INC.						
I-XK76696	WINDOWS SOFTWARE	R	4/14/2006	675.99		001493	675.99
1023	CDW GOVERNMENT, INC.						
I-XN02325	MEMORY CARDS	R	4/28/2006	192.99		001545	
I-XP66852	19" LCD MONITORS	R	4/28/2006	564.99		001545	
I-XP72503	19" LCD MONITORS	R	4/28/2006	1,676.75		001545	
I-XR60796	KODAK PHOTO PRINTER	R	4/28/2006	488.95		001545	
I-XS14160	KODAK PRINTER PAPER	R	4/28/2006	86.40		001545	3,010.08
	*** VENDOR TOTALS ***					2 CHECKS	3,686.07
1134	CITY OF CHICAGO DEPARTMENT OF						
I-200604060766	LEX. STA. ELECT.: 01/31-03/01	R	4/14/2006	65,057.11		001494	65,057.11
	*** VENDOR TOTALS ***					1 CHECKS	65,057.11
1135	CITY OF CHICAGO SUPERINTENDENT						
I-200604060765	WATER BILLING: 03/01-03/31/06	R	4/14/2006	2,986,532.30		001495	2,986,532.30
	*** VENDOR TOTALS ***					1 CHECKS	2,986,532.30
1179	CHICAGO TRIBUNE						
I-462400001	RFP VALUE ENGINEERS	R	4/14/2006	120.00		001496	120.00
	*** VENDOR TOTALS ***					1 CHECKS	120.00
1091	CINTAS FIRST AID & SAFETY						
I-0343339040	FIRST AID SUPPLIES	R	4/14/2006	178.15		001497	178.15
1091	CINTAS FIRST AID & SAFETY						
I-343344795	FIRST AID SUPPLIES	R	4/28/2006	97.95		001546	97.95
	*** VENDOR TOTALS ***					2 CHECKS	276.10
1394	CLEARLINE INC.						
I-9054-3	MAINTENANCE SUPPLIES	R	4/28/2006	215.00		001547	215.00
	*** VENDOR TOTALS ***					1 CHECKS	215.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1362	COCHRANE COMPRESSOR COMPANY						
I-I-51970-0	REPAIRS TO COMPRESSOR	R	4/28/2006	2,736.00		001548	2,736.00
	*** VENDOR TOTALS ***					1 CHECKS	2,736.00
1009	COMED						
I-200604120774	METER STATION ELECTRIC SERVICE	R	4/14/2006	9,590.61		001498	9,590.61
1009	COMED						
I-2006011934	METER STATION ELECTRIC SERVICE	R	4/28/2006	8,821.40		001549	8,821.40
	*** VENDOR TOTALS ***					2 CHECKS	18,412.01
1025	DANKA OFFICE IMAGING						
I-704737114	COPIER MAINT.: 04/14/05/13	R	4/28/2006	89.69		001550	89.69
	*** VENDOR TOTALS ***					1 CHECKS	89.69
1014	DHL EXPRESS (USA) INC.						
I-V1950572	OVERNIGHT DELIVERY	R	4/14/2006	21.86		001499	21.86
1014	DHL EXPRESS (USA) INC.						
I-V3259863	OVERNIGHT DELIVERY	R	4/28/2006	531.12		001551	531.12
	*** VENDOR TOTALS ***					2 CHECKS	552.98
1246	DOOR SYSTEMS, INC.						
I-0616566-IN	OVERHEAD DOOR REPAIRS	R	4/14/2006	315.74		001500	315.74
	*** VENDOR TOTALS ***					1 CHECKS	315.74
1370	COUNTY OF DUPAGE						
I-200604280798	PERMIT	R	4/28/2006	532.00		001501	532.00
	*** VENDOR TOTALS ***					1 CHECKS	532.00
1171	ELAN INDUSTRIES						
I-IN0001008371	BACK-UP TELEMETRY SYSTEM	R	4/14/2006	39,760.00		001501	39,760.00
	*** VENDOR TOTALS ***					1 CHECKS	39,760.00
1233	ELMHURST MEMORIAL HOSPITAL						
I-31073	CPR TRAINING	R	4/14/2006	360.00		001502	360.00
1233	ELMHURST MEMORIAL HOSPITAL						
I-31480	CPR TRAINING	R	4/28/2006	200.00		001552	200.00
	*** VENDOR TOTALS ***					2 CHECKS	560.00

VENDOR SET: 01 DuPage Water Commission
 BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1097	ELMHURST PLAZA STANDARD INC.						
I-14080	GASOLINE	R	4/14/2006	84.52		001503	84.52
	*** VENDOR TOTALS ***					1 CHECKS	84.52
1096	EXCALIBUR REFRESHMENT CONCEPTS						
I-52986	COFFEE	R	4/28/2006	161.70		001553	161.70
	*** VENDOR TOTALS ***					1 CHECKS	161.70
1155	FLOWSERVE FSD CORPORATION						
I-M960436	PUMP SEAL REPAIRS	R	4/14/2006	2,954.52		001504	
I-M960441	PUMP SEAL REPAIRS	R	4/14/2006	2,954.42		001504	5,908.94
	*** VENDOR TOTALS ***					1 CHECKS	5,908.94
1166	GLENBARD ELECTRIC SUPPLY, INC.						
I-1051562-01	MAINTENANCE SUPPLIES	R	4/14/2006	30.16		001505	
I-1051562-5001	MAINTENANCE SUPPLIES	R	4/14/2006	105.44		001505	135.60
	*** VENDOR TOTALS ***					1 CHECKS	135.60
1068	HACH COMPANY						
I-4665550	WATER TESTING SUPPLIES	R	4/28/2006	823.20		001554	
I-4666372	SCADA/INSTRUMENTATION	R	4/28/2006	60.50		001554	
I-4666714	WATER TESTING SUPPLIES	R	4/28/2006	19.40		001554	903.10
	*** VENDOR TOTALS ***					1 CHECKS	903.10
1101	HOLLAND & KNIGHT LLP						
I-200604050762	LEGAL SERVICES: FEB. 2006	R	4/14/2006	84.00		001506	84.00
	*** VENDOR TOTALS ***					1 CHECKS	84.00
1050	HOME DEPOT CREDIT SERVICES						
I-2026282	MAINTENANCE SUPPLIES	R	4/14/2006	22.44		001507	
I-3570651	MAINTENANCE SUPPLIES	R	4/14/2006	5.28		001507	
I-4026098	MAINTENANCE SUPPLIES	R	4/14/2006	44.88		001507	
I-4062930	MAINTENANCE SUPPLIES	R	4/14/2006	24.71		001507	
I-8016892	METER STATION MAINTENANCE	R	4/14/2006	13.99		001507	
I-8031335	MAINTENANCE SUPPLIES	R	4/14/2006	32.96		001507	
I-9092211	PIPELINE SUPPLIES	R	4/14/2006	51.82		001507	196.08
	*** VENDOR TOTALS ***					1 CHECKS	196.08
1057	HSQ TECHNOLOGY						
I-7426	SCADA/INSTRUMENTATION	R	4/28/2006	350.00		001555	350.00
	*** VENDOR TOTALS ***					1 CHECKS	350.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1225	IKON OFFICE SOLUTIONS						
I-26935621	COPIER MAINT.: 03/14-04/11	R	4/28/2006	625.31		001556	625.31
	*** VENDOR TOTALS ***					1 CHECKS	625.31
1201	ILLINOIS EPA						
I-200604120773	LAB TESTING PROGRAM	R	4/14/2006	718.00		001508	718.00
	*** VENDOR TOTALS ***					1 CHECKS	718.00
1053	ILLINOIS PUBLIC RISK FUND						
I-200604140775	WORKERS COMPENSATION INS.	R	4/14/2006	5,686.00		001509	5,686.00
1053	ILLINOIS PUBLIC RISK FUND						
I-200604250792	WORKERS COMPENSATION INS.	R	4/28/2006	6,930.00		001557	6,930.00
	*** VENDOR TOTALS ***					2 CHECKS	12,616.00
1063	ILLINOIS SECTION AWWA						
I-3916	IDSE SEMINAR	R	4/28/2006	25.00		001558	25.00
	*** VENDOR TOTALS ***					1 CHECKS	25.00
1080	INCODE-CMS						
I-10772	ACCOUNTING SOFTWARE	R	4/14/2006	450.00		001510	450.00
	*** VENDOR TOTALS ***					1 CHECKS	450.00
1198	JM PROCESS SYSTEMS, INC.						
I-32806A	PUMPING OPERATIONS	R	4/14/2006	154.70		001511	154.70
	*** VENDOR TOTALS ***					1 CHECKS	154.70
1032	JULIE, INC.						
I-03-06-0433	UTILITY LOCATES: MAR. 2006	R	4/14/2006	3,908.30		001512	3,908.30
	*** VENDOR TOTALS ***					1 CHECKS	3,908.30
1195	LESMA INSTRUMENT COMPANY						
I-1/739210	SCADA/INSTRUMENTATION	R	4/28/2006	414.12		001559	414.12
	*** VENDOR TOTALS ***					1 CHECKS	414.12
1069	MEL'S ACE HARDWARE						
I-01499713 77	METER STATION MAINTENANCE	R	4/14/2006	7.99		001513	
I-01499866 76	MAINTENANCE SUPPLIES	R	4/14/2006	17.89		001513	
I-01500756 76	MAINTENANCE SUPPLIES	R	4/14/2006	26.67		001513	
I-01500991 76	MAINTENANCE SUPPLIES	R	4/14/2006	10.77		001513	
I-01504799 76	METER STATION MAINTENANCE	R	4/14/2006	16.54		001513	
I-01504897 76	MAINTENANCE SUPPLIES	R	4/14/2006	12.88		001513	92.74
	*** VENDOR TOTALS ***					1 CHECKS	92.74

VENDOR SET: 01 DuPage Water Commission
 BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1051	MENARDS- HILLSIDE						
I-53616	MAINTENANCE SUPPLIES	R	4/14/2006	26.13		001514	
I-53793	MAINTENANCE SUPPLIES	R	4/14/2006	48.86		001514	
I-54201	MAINTENANCE SUPPLIES	R	4/14/2006	29.94		001514	
I-57999	MAINTENANCE SUPPLIES	R	4/14/2006	44.62		001514	149.55
	*** VENDOR TOTALS ***					1 CHECKS	149.55
1074	MICRO CENTER						
I-1235326	COMPUTER SUPPLIES	R	4/14/2006	29.99		001515	29.99
1074	MICRO CENTER						
I-1242329	COMPUTER SUPPLIES	R	4/28/2006	57.95		001560	57.95
	*** VENDOR TOTALS ***					2 CHECKS	87.94
1327	MICRO TRAIN						
I-73978	MS WORD & PROJECT TRAINING	R	4/14/2006	570.00		001516	570.00
	*** VENDOR TOTALS ***					1 CHECKS	570.00
1021	NAPERVILLE, CITY OF						
I-200604140776	METER STATION ELECTRIC SERVICE	R	4/14/2006	161.77		001517	161.77
1021	NAPERVILLE, CITY OF						
I-200604250793	METER STATION ELECTRIC SERVICE	R	4/28/2006	315.64		001561	
I-200604270797	METER STATION ELECTRIC SERVICE	R	4/28/2006	87.34		001561	402.98
	*** VENDOR TOTALS ***					2 CHECKS	564.75
1070	NATIONAL CITY BANK OF THE MIDW						
I-800853001	SAFEKEEPING FEES: FEB. 2006	R	4/14/2006	1,038.70		001518	1,038.70
	*** VENDOR TOTALS ***					1 CHECKS	1,038.70
1060	NTG, INC.						
I-50959	CORROSION TELEMETRY: 03/06	R	4/28/2006	38.10		001562	38.10
	*** VENDOR TOTALS ***					1 CHECKS	38.10
1109	NEW PIG						
I-3504476-00	MAINTENANCE SUPPLIES	R	4/14/2006	250.77		001519	250.77
	*** VENDOR TOTALS ***					1 CHECKS	250.77
1020	NEXTEL COMMUNICATIONS						
I-648652511-050	CELL PHONE SERV.: 03/09-04/08	R	4/28/2006	1,076.55		001563	1,076.55
	*** VENDOR TOTALS ***					1 CHECKS	1,076.55

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1111	NICOR GAS						
I-200604260795	DPSS SERV.: 03/14/06-04/11/06	R	4/28/2006	3,610.42		001564	3,610.42
	*** VENDOR TOTALS ***					1 CHECKS	3,610.42
1395	OFFICE DEPOT						
I-333887221-001	OFFICE SUPPLIES	R	4/28/2006	89.94		001565	89.94
	*** VENDOR TOTALS ***					1 CHECKS	89.94
1208	OLIVE GROVE LANDSCAPING, INC.						
I-0502	MONTHLY MAINT. - NOV. 2005	R	4/28/2006	3,652.50		001566	3,652.50
	*** VENDOR TOTALS ***					1 CHECKS	3,652.50
1038	ORR SAFETY						
I-INV0562385	REPAIRS TO GAS DETECTOR	R	4/14/2006	75.00		001520	
I-INV0562391	EQUIPMENT RENTAL	R	4/14/2006	108.00		001520	
I-INV0563107	REPAIRS TO GAS DETECTOR	R	4/14/2006	86.90		001520	
I-INV0563108	REPAIRS TO GAS DETECTOR	R	4/14/2006	270.00		001520	539.90
	*** VENDOR TOTALS ***					1 CHECKS	539.90
1178	PADDOCK PUBLICATIONS, INC.						
I-T3726262	LEGAL NOTICE: WINDOW CLEANING	R	4/28/2006	20.40		001567	20.40
	*** VENDOR TOTALS ***					1 CHECKS	20.40
1321	PERSPECTIVES, LTD.						
I-61435	EMPLOYEE ASSISTANCE 4/06-6/06	R	4/14/2006	273.00		001521	273.00
	*** VENDOR TOTALS ***					1 CHECKS	273.00
1279	PETERS & ASSOCIATES						
I-27171	EXCHANGE SERVER UPGRADE	R	4/14/2006	682.50		001522	682.50
	*** VENDOR TOTALS ***					1 CHECKS	682.50
1114	PITNEY BOWES						
I-383427	OFFICE SUPPLIES	R	4/28/2006	160.47		001568	160.47
	*** VENDOR TOTALS ***					1 CHECKS	160.47
1061	PLATINUM PLUS FOR BUSINESS						
I-200604250794	SOFTWARE, TRAINING - WEGNER	R	4/28/2006	1,696.85		001569	
I-200604260796	CONF., TRAVEL, ADM., GAS	R	4/28/2006	3,342.76		001569	5,039.61
	*** VENDOR TOTALS ***					1 CHECKS	5,039.61
1340	PREMIO, INC.						
I-124909 SL	INTEL P4 COMPUTERS	R	4/28/2006	2,120.00		001570	2,120.00
	*** VENDOR TOTALS ***					1 CHECKS	2,120.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1039	QUILL CORPORATION						
I-5920903	OFFICE SUPPLIES	R	4/14/2006	205.03		001523	
I-5948295	OFFICE SUPPLIES	R	4/14/2006	161.35		001523	366.38
1039	QUILL CORPORATION						
I-6115485	OFFICE SUPPLIES	R	4/28/2006	152.80		001571	
I-6143965	OFFICE SUPPLIES	R	4/28/2006	117.04		001571	
I-6161694	OFFICE SUPPLIES	R	4/28/2006	26.16		001571	
I-6260635	OFFICE SUPPLIES	R	4/28/2006	26.98		001571	
I-6386364	OFFICE SUPPLIES	R	4/28/2006	239.60		001571	562.58
	*** VENDOR TOTALS ***					2 CHECKS	928.96
1078	RELIABLE OFFICE SUPPLIES						
I-XZG82000	OFFICE SUPPLIES	R	4/14/2006	103.00		001524	103.00
	*** VENDOR TOTALS ***					1 CHECKS	103.00
1137	ROSSI CONTRACTORS, INC.						
I-BOV-2 # 2	BOV-2: PARTIAL INVOICE # 2	R	4/14/2006	170,321.98		001536	170,321.98
	*** VENDOR TOTALS ***					1 CHECKS	170,321.98
1044	ROYAL GRAPHICS PRINTERS						
I-67083	BUSINESS CARDS - WEED	R	4/28/2006	47.03		001572	47.03
	*** VENDOR TOTALS ***					1 CHECKS	47.03
1119	ROYAL OFFICE PRODUCTS						
I-IN-804930	OFFICE SUPPLIES	R	4/28/2006	56.99		001573	56.99
	*** VENDOR TOTALS ***					1 CHECKS	56.99
1016	SBC						
I-200604060763	DPSS PHONE SERV.: 03/22-04/21	R	4/14/2006	317.67		001525	317.67
1016	SBC						
I-200604210788	TANK SITE # 1: 04/04-05/03/06	R	4/28/2006	16.46		001574	16.46
	*** VENDOR TOTALS ***					2 CHECKS	334.13
1393	SBC LONG DISTANCE						
I-200604140778	DPSS LONG DIST. SERV.: 03/06	R	4/14/2006	72.42		001526	72.42
	*** VENDOR TOTALS ***					1 CHECKS	72.42
1329	C. SEMRAD & ASSOCIATES						
I-200604060764	MANAGEMENT TRAINING	R	4/14/2006	2,606.25		001527	2,606.25
	*** VENDOR TOTALS ***					1 CHECKS	2,606.25

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1043	SOOPER LUBE						
I-92099	VEHICLE MAINTENANCE: M-66159	R	4/14/2006	33.45		001528	
I-92260	VEHICLE MAINTENANCE: M-153835	R	4/14/2006	33.45		001528	
I-92460	VEHICLE MAINTENANCE: M-79697	R	4/14/2006	50.44		001528	
I-92957	VEHICLE MAINTENANCE: M-149226	R	4/14/2006	50.44		001528	
I-92987	VEHICLE MAINTENANCE: M-76785	R	4/14/2006	33.45		001528	201.23
	*** VENDOR TOTALS ***					1 CHECKS	201.23
1040	SPECIALTY MAT SERVICE						
I-337226	MAT SERV: 4/3/06, MAINT. SUP.	R	4/28/2006	235.90		001575	
I-339104	MAT SERVICE: 04/17/06	R	4/28/2006	60.90		001575	296.80
	*** VENDOR TOTALS ***					1 CHECKS	296.80
1392	STONKUS HYDRAULIC, INC.						
I-G 060135	ANN. SERV. FOR PARCO SYSTEM	R	4/28/2006	693.88		001576	693.88
	*** VENDOR TOTALS ***					1 CHECKS	693.88
1084	TELSPAN						
I-105414	TELECONFERENCING CHARGES	R	4/14/2006	32.36		001529	32.36
	*** VENDOR TOTALS ***					1 CHECKS	32.36
1045	THOMAS PUMP COMPANY, INC.						
I-062701	SUMP PUMPS	R	4/28/2006	694.00		001577	694.00
	*** VENDOR TOTALS ***					1 CHECKS	694.00
1058	THYSSENKRUPP ELEVATOR CORP.						
I-293997	ELEVATOR MAINT. - 04/06-06/06	R	4/14/2006	739.74		001530	739.74
	*** VENDOR TOTALS ***					1 CHECKS	739.74
1126	TRANSCAT						
I-962570	REPAIR FLUKE METER	R	4/14/2006	517.32		001531	517.32
	*** VENDOR TOTALS ***					1 CHECKS	517.32
1046	TREE TOWNS REPRO SERVICE						
I-49036	PLAN COPIES	R	4/14/2006	16.47		001532	16.47
1046	TREE TOWNS REPRO SERVICE						
I-50339	PLAN REPRINTS	R	4/28/2006	15.00		001578	
I-51123	PLAN REPRINTS	R	4/28/2006	22.66		001578	37.66
	*** VENDOR TOTALS ***					2 CHECKS	54.13

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1347	JASON UNGER						
I-200604140780	OPERATORS LICENSE FEE	R	4/14/2006	10.00		001533	10.00
	*** VENDOR TOTALS ***					1 CHECKS	10.00
1047	UNITED RADIO COMMUNICATIONS						
I-13987700	RADIO REPAIRS	R	4/28/2006	250.68		001579	
I-13988000	RADIO REPAIRS	R	4/28/2006	436.78		001579	687.46
	*** VENDOR TOTALS ***					1 CHECKS	687.46
1300	VOSS EQUIPMENT, INC.						
I-01S6030780	FORK LIFT TRUCK REPAIRS	R	4/14/2006	196.00		001534	196.00
	*** VENDOR TOTALS ***					1 CHECKS	196.00
1062	WASTE MANAGEMENT						
I-1444800-2008-6	REFUSE DISPOSAL	R	4/14/2006	276.89		001535	276.89
	*** VENDOR TOTALS ***					1 CHECKS	276.89
1010	WEST						
I-811065488	WESTLAW: 03/01/06-03/31/06	R	4/28/2006	412.12		001580	412.12
	*** VENDOR TOTALS ***					1 CHECKS	412.12

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	93	3,366,257.72	0.00	3,366,257.72
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	0.00	0.00	8,821.40CR

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	94	3,357,436.32	0.00	3,357,436.32
BANK: IL	TOTALS:		94	3,357,436.32	0.00	3,357,436.32
REPORT TOTALS:			94	3,357,436.32	0.00	3,357,436.32

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
VENDOR: ALL
BANK CODES: IL

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 4/01/2006 THRU 4/30/2006
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
MANUAL ONLY: NO