



# DuPage Water Commission

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

## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, AUGUST 10, 2006  
7:30 P.M.**

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

- I. Roll Call  
(Majority of the Commissioners then in office—minimum 7)
- II. Presentation of Plaque to Raymond Benson, County Commissioner District 1
- III. Public Comments
- IV. Approval of Minutes
  - Regular Meeting of July 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 July 13, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).**

- V. Treasurer's Report – July 2006  
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

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

- VI. Committee Reports
  - A. Administration Committee
    1. Report of 8/10/06 Meeting
    2. Actions on Items Listed on 8/10/06 Administration Committee Agenda

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

## B. Engineering &amp; Construction Committee

1. Report of 8/10/06 Meeting
2. Actions on Items Listed on 8/10/06 Engineering & Construction Committee Agenda

## C. Finance Committee

1. Report of 8/10/06 Meeting
2. Actions on Items Listed on 8/10/06 Finance Committee Agenda

## VII. Chairman's Report

## VIII. Omnibus Vote Requiring Majority Vote

- Resolution No. R-27-06: A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services

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

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

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

- A. Resolution No. R-25-06: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the August 10, 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)

- B. Resolution No. R-26-06: A Resolution Approving and Authorizing the Execution of a Master Contract with Greeley and Hansen LLC 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)

- C. Resolution No. R-28-06: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc. at the August 10, 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)

- D. Resolution No. R-29-06: A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial 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).

X. Old Business

A. Summary of Action Taken Since Previous Meeting

B. AWWA Research Foundation Grant Projects

1. Asset Management

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

2. Impact of Phosphate Corrosion Inhibitors on Cement-Based Pipes and Linings

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

**RECOMMENDED MOTION:** To ratify the Commission's participation in the AWWA Research Foundation Grant projects in the amount of \$11,000 in kind staff contribution for the Asset Management Research Project and \$13,000 in kind staff contribution and \$10,000 cash contribution for the Phosphate Corrosion Inhibitor Research Project (Roll Call).

XI. New Business

A. Appointment of Vice Chair and Committee Chairs

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

**RECOMMENDED MOTION:** To confirm Chairman Rathje's appointment of Commissioner Mueller as Vice Chairman until April 30, 2008 or until his successor is duly appointed and confirmed and to confirm the appointment of Commissioner Maio to the Engineering Committee until such time as new committee appointments are made and confirmed (Voice Vote).

B. Lexington Pumping Station Feasibility Study for On-Site Electrical Generation

XII. Accounts Payable

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

**RECOMMENDED MOTION:** To approve the Accounts Payable in the amount of \$848.00 subject to submission of all contractually required documentation (Roll Call).

XIII. Public Comments

XIV. 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).

XV. Adjournment

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

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

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

Commissioners in attendance: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Commissioners Absent: L. Hartwig, G. Mathews, and G. Wilcox

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

Commissioner Maio took his oath of office.

**PUBLIC COMMENTS**

None

**APPROVAL OF MINUTES**

Commissioner Mueller moved to approve the Minutes of the June 8, 2006 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zeilenga 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 June 2006 which showed receipts of \$7,001,407.00, disbursements of \$19,321,174.00, and a cash and investment balance of \$130,579,683.00.

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

All voted aye. Motion carried.

**COMMITTEE REPORTS**

Administration Committee – No Meeting

Engineering & Construction Committee – No Meeting

Finance Committee – No Meeting

**CHAIRMAN'S REPORT**

None

**MAJORITY OMNIBUS VOTE AGENDA**

None

**SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA**

Commissioner Murphy moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Ferraro.

At the request of Chairman Rathje, General Manager Martin gave a brief explanation of the items listed on the Super/Special Majority Omnibus Vote Agenda.

Commissioner Zeilenga inquired as to why the Board needed to approve an engineering task order that was well within the General Manager's purchasing authority. Staff Attorney Crowley advised that all professional services require Board approval regardless of dollar amount.

There being no further discussion, the motion was unanimously approved by a Roll Call Vote:

**Super/Special Majority Omnibus Vote**

Ayes: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, G. Mathews, and G. Wilcox

Item 1: Resolution No. R-23-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the July 13, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-24-06: A Resolution Authorizing the Execution of a Contract between the DuPage Water Commission and Fanning and Company, LLC for the Value Engineering Evaluation for Design of Electrical Generation Systems for the DuPage and Lexington Pumping Stations—"Super/Special Majority Omnibus Vote"

## **OLD BUSINESS**

Commissioner Poole asked Financial Administrator Richter if the revised spreadsheet he requested regarding the General Obligation Bonds will be on the August meeting agenda. General Manager Martin informed the Board that he and Chairman Rathje have been working together to set up workshops to discuss the General Obligation and Revenue Bonds and plan to present the revised worksheets at the September Board meeting.

## **NEW BUSINESS**

General Manager Martin reported that the AWWA Research Foundation selected the Commission to participate in an Asset Management Research Project under the direction of HDR/Westin at a cost of approximately \$11,000 in staff time. General Manager Martin also reported that the Foundation might also select the Commission to participate in a Phosphate Corrosion Inhibitor Research Project with Camp Dresser & McKee at a cost of approximately \$13,000 in staff time plus a \$10,000 cash contribution. General Manager Martin then requested the Board's approval of the required level of support.

After expressing how pleased he was to hear the Commission is getting involved in working with the American Water Works Association Research Foundation, Commissioner Poole moved to support the AWWA Research Foundation Grant projects as outlined by General Manager Martin. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, G. Mathews, and G. Wilcox

Commissioner Maio questioned whether the matter of the AWWA Research Foundation Grant projects had been posted on the agenda 48 hours before the meeting. General Manager Martin explained that the Foundation had requested an immediate response from the Commission such that time did not permit waiting for the August Board meeting. Staff Attorney Crowley clarified, however, that the matter would be placed on the August meeting agenda for ratification.

## **ACCOUNTS PAYABLE**

Commissioner Mueller moved to approve the Accounts Payable in the amount of \$675.00 subject to submission of all contractually required documentation. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

## Minutes of the 7/13/06 Meeting

Ayes: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, D. Zeilenga, and L. Rathje

Nays: None

Absent: L. Hartwig, G. Mathews, and G. Wilcox

### **PUBLIC COMMENTS**

None

### **EXECUTIVE SESSION**

None

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

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0607.doc



DU PAGE WATER COMMISSION  
TREASURE'S REPORT  
STATEMENT OF REVENUES & EXPENDITURES  
JULY 31, 2006

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
WATER SALES	\$ 4,365,127	4,223,163	141,964	11,726,102	12,508,830	(782,728)
SALES TAX	3,268,389	2,797,658	470,731	8,672,621	8,142,167	530,454
INVESTMENT INCOME	768,534	676,007	92,527	1,542,798	1,418,888	123,910
OTHER INCOME	-	85	(85)	-	210	(210)
<b>TOTAL REVENUE</b>	<b>8,402,050</b>	<b>7,696,913</b>	<b>705,137</b>	<b>21,941,521</b>	<b>22,070,095</b>	<b>(128,574)</b>
<b>EXPENDITURES</b>						
PERSONAL SERVICES	315,617	289,322	26,295	890,755	737,695	153,060
PROFESSIONAL SERVICES	1,674	6,858	(5,184)	13,041	26,104	(13,063)
CONTRACTUAL SERVICES	45,883	36,315	9,568	79,412	70,711	8,701
INSURANCE	-	5,967	(5,967)	13,861	12,616	1,245
WATER SUPPLY COSTS	4,741,938	5,408,412	(666,474)	12,629,925	12,670,579	(40,654)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	11,821,969	11,083,969	738,000
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	15,950	7,542	8,408	18,244	52,171	(33,927)
<b>TOTAL EXPENDITURES</b>	<b>5,121,062</b>	<b>5,754,416</b>	<b>(633,354)</b>	<b>25,467,207</b>	<b>24,653,845</b>	<b>813,362</b>
TRANSFER TO OTHER GOVERNMENTS	-	-	-	15,000,000	15,000,000	-
<b>NET DECREASE IN FUNDS</b>	<b>3,280,988</b>	<b>1,942,497</b>	<b>1,338,491</b>	<b>(3,525,686)</b>	<b>(17,583,750)</b>	<b>(941,936)</b>


FUNDS CONSIST OF	July 31, 2006	July 31, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT OAKBROOK BANK LOCK BOX	1,000	285,403	(284,403)
CASH AT VILLA PARK TRUST & SAVINGS	64,952	5,063	59,889
<b>TOTAL CASH</b>	<b>74,278</b>	<b>298,792</b>	<b>(224,514)</b>

	July 31, 2006	July 31, 2005	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	23.35%	9.81%	118.0%	31,087,516	14,257,553	16,829,963
ILLINOIS FUNDS PRIME FUND	19.69%	17.28%	4.4%	28,213,913	25,114,364	1,099,549
GOVERNMENT MONEY MARKET FUNDS	0.00%	0.00%	-50.9%	1,126	2,292	(1,166)
U. S. TREASURY INVESTMENTS	12.74%	11.38%	2.6%	16,960,736	16,535,669	425,067
U. S. AGENCY INVESTMENTS	24.32%	43.29%	-48.5%	32,372,880	62,917,574	(30,544,694)
CERTIFICATES OF DEPOSIT	19.90%	18.24%	0.0%	26,500,000	26,500,000	-
<b>TOTAL INVESTMENTS</b>	<b>100.00%</b>	<b>100.00%</b>	<b>-12.6%</b>	<b>133,136,171</b>	<b>145,327,452</b>	<b>(12,191,281)</b>
<b>TOTAL FUNDS</b>				<b>133,210,449</b>	<b>145,626,244</b>	<b>(12,415,795)</b>

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

DATE: August 4, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	A Resolution Retaining C. Semrad & Associates for Human Resources Training and Consulting Services  Resolution No. R-27-06	<b>APPROVAL</b>	
Account Number: 60-6280  C. Semrad & Associates is a human resources consulting firm that previously provided anti-harassment and management training to Commission staff. Staff desires to continue to retain the services of C. Semrad & Associates on an as needed basis in connection with the Commission's human resources. Resolution No. R-27-06 would authorize staff to request such services from time to time, subject to a maximum total expenditure of \$20,000 without prior Board approval.			
<b>MOTION:</b> To approve Resolution No. R-27-06.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-27-06

A RESOLUTION RETAINING C. SEMRAD & ASSOCIATES  
FOR HUMAN RESOURCES TRAINING AND CONSULTING SERVICES

WHEREAS, C. Semrad & Associates is a human resources consulting firm that previously provided anti-harassment and management training to Commission staff;

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

SECTION ONE: The DuPage Water Commission hereby retains C. Semrad & Associates, at a total cost not to exceed \$20,000, to provide human resources training and consulting services as needed from time to time in connection with Commission operations.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

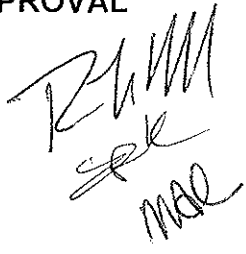
\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

DATE: August 4, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Pipeline
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the August 10, 2006, DuPage Water Commission Meeting  Resolution No. R-25-06	<b>APPROVAL</b>	
Account Number: 01-60-6631			
<p>The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-25-06 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p><b>Work Authorization Order No. 003:</b> This work authorization is for the adjustment of a cathodic protection handhole located in the ramp from northbound Mannheim Road to eastbound Eisenhower Expressway. This work will include full width removal and replacement of the existing reinforced concrete pavement. The cost of this work is not known but is estimated to be \$ 25,000.00.</p>			
<b>MOTION:</b> To approve Resolution No. R-25-06.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-25-06

A RESOLUTION APPROVING AND RATIFYING  
CERTAIN WORK AUTHORIZATION ORDERS  
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE  
AUGUST 10, 2006, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-7/05"); and

WHEREAS, Contract QR-7/05 is designed to allow the Commission to direct one or more or all of the quick response contractors to provide yard storage for Commission property and/or quick response construction work, including, without limitation, construction, alteration and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such yard storage of Commission property or quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

## Exhibit 1

CONTRACT QR-7/05  
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-7.03 : QUICK RESPONSE CONTRACT

LOCATION:

ENTRANCE RAMP FROM NORTHBOUND MANNAHEIM  
ROAD TO EASTBOUND I-290.

CONTRACTOR:

ROSSI CONTRACTORS

DESCRIPTION OF WORK:

ADJUST CONCRETE HANDHOLE.

REASON FOR WORK:

EXISTING HANDHOLE HAS SETTLED.

MINIMUM RESPONSE TIME:

N/A

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

N/A



THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [ ~~+~~ ] IS NOT PRIORITY EMERGENCY WORK


SUBMITTALS REQUESTED:

W/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:


W/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DU PAGE WATER COMMISSION

By:   
Signature of Authorized  
Representative

DATE: July 18, 2006

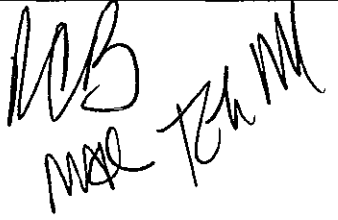
CONTRACTOR RECEIPT ACKNOWLEDGED:

By:   
Signature of Authorized  
Representative

DATE: 7-20-06

DATE: August 4, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Facilities Construction
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of a Master Contract with Greeley and Hansen LLC for Professional Engineering Services  Resolution No. R-26-06	<b>APPROVAL</b>	
<p>Account Number: 01-60-7915</p> <p>Resolution No. R-26-06 would approve a master contract with Greeley and Hansen LLC 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-26-06 would also approve the following Task Orders to the Master Contract:</p> <p><b>Task Order No. 1: Value Engineering Assistance</b></p> <p>Task Order No. 1 is for assistance in the value engineering evaluation being performed by Fanning and Company of the G&amp;H feasibility study for the electrical generation facilities at the Lexington Pumping Station.</p> <p>Cost of this Task Order is not-to-exceed \$10,200.</p>			
<p><b>MOTION:</b> To approve Resolution No. R-26-06.</p>			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-26-06

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MASTER CONTRACT WITH GREELEY AND HANSEN LLC  
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 Greeley and Hansen LLC, an Illinois limited liability company ("Consultant"), desires to provide from time to time, professional engineering services in connection with various 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 value engineering evaluation being performed by Fanning and Company of the Consultant's feasibility study for the electrical generation facilities at the Lexington Pumping Station;

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 Greeley and Hansen LLC 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 Greeley and Hansen LLC.

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-26-06

been presented with copies of Task Order No. 1 executed by Greeley and Hansen LLC. 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-26-06.doc

EXHIBIT 1

**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
GREELEY AND HANSEN LLC  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN  
DuPAGE WATER COMMISSION  
AND  
GREELEY AND HANSEN LLC  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 1	THE SERVICES .....1
1.1	Performance of the Services .....1
1.2	Commencement and Completion Dates .....2
1.3	Required Submittals .....2
1.4	Review and Incorporation of Contract Provisions .....3
1.5	Financial and Technical Ability to Perform.....3
1.6	Time.....4
1.7	Consultant's Personnel and Subcontractors .....4
1.8	Owner's Responsibilities.....5
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....6
ARTICLE II	CHANGES AND DELAYS .....6
2.1	Changes .....6
2.2	Delays.....6
2.3	No Constructive Change Orders.....7
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....7
3.1	Standard of Care .....7
3.2	Corrections .....8
3.3	Risk of Loss .....8
ARTICLE IV	FINANCIAL ASSURANCES .....8
4.1	Insurance.....8
4.2	Indemnification .....9



ARTICLE V	PAYMENT .....	10
5.1	Contract Price .....	10
5.2	Taxes, Benefits and Royalties .....	10
5.3	Progress Payments .....	10
5.4	Final Acceptance and Final Payment .....	11
5.5	Deductions.....	11
5.6	Accounting.....	12
ARTICLE VI	REMEDIES.....	12
6.1	Owner's Remedies .....	12
6.2	Terminations and Suspensions Deemed for Convenience .....	13
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS .....	13
7.1	Binding Effect .....	13
7.2	Relationship of the Parties.....	14
7.3	No Collusion/Prohibited Interests.....	14
7.4	Assignment.....	14
7.5	Confidential Information.....	15
7.6	Security.....	15
7.7	No Waiver.....	16
7.8	No Third Party Beneficiaries .....	17
7.9	Notices.....	17
7.10	Governing Laws.....	17
7.11	Changes in Laws .....	18
7.12	Compliance with Laws and Grants .....	18
7.13	Documents .....	18
7.14	Time.....	19
7.15	Severability .....	19
7.16	Entire Agreement.....	19
7.17	Amendments .....	19

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

**MASTER CONTRACT BETWEEN**  
**DUPAGE WATER COMMISSION**  
**AND**  
**GREELEY AND HANSEN LLC**  
**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 Greeley and Hansen LLC, 100 South Wacker Drive, Chicago, Illinois 60606-4004, an Illinois limited liability company ("Consultant"), make this Contract as of the \_\_\_\_ day of \_\_\_\_, 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 or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

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

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

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all 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."

## **1.3 Required Submittals**

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

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

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

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

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

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

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

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

## **1.6 Time**

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

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

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

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

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

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

## **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. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant in accordance with such Task Order 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. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II** **CHANGES AND DELAYS**

### **2.1 Changes**

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

### **2.2 Delays**

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

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

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

## **ARTICLE III**

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

#### **3.1 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 conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The representation 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 guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

### **3.2 Corrections**

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

### **3.3 Risk of Loss**

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent acts, errors, or omissions, or misrepresentations and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services to the extent resulting of any such negligent acts, errors, or omissions, 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 of insurance evidencing at least the minimum insurance coverages and limits set forth below in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured and shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while

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 occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any professional liability arising out of this Contract and each Task Order issued pursuant to this Contract.

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 any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, to the extent they may arise, or be alleged to have arisen, out of or in connection with any negligent act,

error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

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

### **5.1 Contract Price**

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

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

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

### **5.3 Progress Payments**

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

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

designate a specific day of each month on or before which pay requests must be submitted.

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

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, within 30 days 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") and provided that Consultant has submitted a final pay request that complies with the requirements of this Contract. 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, except Consultant claims for contribution in connection with claims of third parties but only to the extent of the negligence of Owner.

#### **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, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit unless bonded over by Consultant; (4) delay in the progress or completion of the Services unless due to causes that could not be avoided or controlled by Consultant; (5) inability of Consultant to complete the Services; (6) failure of Consultant to properly complete or

document any pay request; (7) any other failure of Consultant to reasonably perform any of its obligations under the Task Order for such Project and this Contract; or (8) the cost to Owner, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract; provided, however, that Owner has provided Consultant with advance written notice of any such event, and Consultant has failed to cure such matter within ten business days after receipt of such written notice.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. If such matter is not cured by Consultant within ten business days after receipt of written notice from Owner as provided herein, Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and reasonable administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract. If it shall be subsequently determined that Owner was unjustified in withholding an amount withheld, Owner shall pay to Consultant within 15 days the withheld amount plus interest at the highest applicable rate allowed by law.

## **5.6 Accounting**

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

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

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

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

pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within ten business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

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

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

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

### **7.1 Binding Effect**

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

## **7.2 Relationship of the Parties**

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

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

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

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

Consultant hereby represents 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, 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, General Manager

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

Greeley and Hansen LLC  
100 South Wacker Drive  
Chicago, Illinois 60606-4004  
Attention: Stephen H. Palac, P.E., Principal

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

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

## **7.10 Governing Laws**

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

### **7.11 Changes in Laws**

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

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

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

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

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

### **7.13 Documents**

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

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

#### **7.14 Time**

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

#### **7.15 Severability**

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

#### **7.16 Entire Agreement**

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

#### **7.17 Amendments**

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

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

(SEAL)

Attest/Witness: **DuPAGE WATER COMMISSION**

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

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

Attest/Witness: **GREELEY AND HANSEN LLC**

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, 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 Greeley and Hansen LLC ("Consultant"), for Professional Engineering Services dated \_\_\_\_\_, 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:



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

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

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

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

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

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

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

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

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

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

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

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

☐ PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. **Payments:**

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

***For use with 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.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

10. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

11. **Attachments:**

[List or state "none"]

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

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

DUPAGE WATER COMMISSION

BY: \_\_\_\_\_  
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

GREELEY AND HANSEN LLC

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 100 South Wacker Drive, Suite 1400, Chicago, Illinois 60606-4004

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") and Greeley and Hansen LLC ("Consultant"), for Professional Engineering Services dated August 10, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Value Engineering Workshop for the Feasibility Study for On-Site Generation at the Lexington Pumping Station

2. **Services of Consultant:**

A. Basic Services:

Meet with representatives of Fanning and Company and the Commission to discuss the Report on the Feasibility Study for On-Site Generation at the Lexington Pumping Station and, attend and participate in the Value Engineering Workshop.

B. Additional Services:

None

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

None

4. **Commencement Date:**

The date of execution of this Task Order by Owner

5. **Completion Date:**

None

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Stephen Palac, P.E., Principal, Greeley and Hansen

Daniel Dragan, P.E., Project Manager, Greeley and Hansen

J. Warren Green, P.E., Project Manager, McDonough Associates, Inc.

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 3.16 for Greeley and Hansen personnel and 3.09 for subconsultant personnel, 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 \$10,200, 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 salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

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

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Facilities Construction Supervisor

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

GREELEY AND HANSEN LLC

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen H. Palac, P.E.,

Title: Principal

Address: Greeley and Hansen, 100 South Wacker Drive, Suite 1400, Chicago, Illinois  
60606-4004

E-mail Address: spalac@greeley-hansen.com

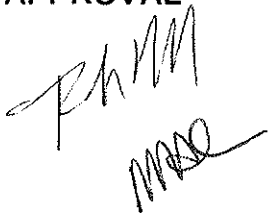
Phone: 312.579.2424

Fax: 312.558.1006



DATE: July 28, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Super-Majority or Special Majority Vote	<b>ORIGINATING DEPARTMENT</b>	GIS
<b>ITEM</b>	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc. at the August 10, 2006, DuPage Water Commission Meeting  Resolution No. R-28-06	<b>APPROVAL</b>	
Account No.: 01-60-6280			
<p>Resolution No. R-28-06 would approve a Task Order No. 8 with Patrick Engineering, Inc. (Patrick) for professional engineering services in connection with pipeline system map calibration and linear referencing system synchronization.</p> <p>System map calibration is the process of adjusting pipeline measure values against known accurate positions. For this Task Order, Sub-task No. 1 will involve the use of up to 1,300 GPS-located system valves to adjust 121 GIS pipeline features. Patrick will develop a methodology for accomplishing the sub-task using standard ArcGIS linear referencing tools. The deliverable will be a properly formatted and calibrated ArcGIS features class.</p> <p>For Sub-task No. 2 Patrick will synchronize an older version of the pipeline system map to a newer, more accurate GPS-based map. The goal is to eliminate variations between the maps and ensure that the engineering drawing viewer application functions in accordance with a higher level of positional accuracy. The deliverables for this sub-task will be a synchronized linear referencing system feature class as well as a fully functional drawing viewer application.</p> <p>The cost of Task Order No. 8 is \$15,000.00.</p>			
<b>MOTION:</b> To approve Resolution No. R-28-06			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-28-06

A RESOLUTION APPROVING AND RATIFYING CERTAIN  
TASK ORDERS UNDER A MASTER CONTRACT  
WITH PATRICK ENGINEERING, INC. AT THE  
AUGUST 10, 2006, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Patrick Engineering, Inc. (the "Consultant") dated December 10, 2004, to provide, from time to time, professional engineering services in connection with the Commission's Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) and other projects of the Commission (the "Master Contract"); and

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**  
**TASK ORDER NO. 8**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Patrick Engineering, Inc. ("Consultant"), for Professional Engineering Services dated December 10, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

System Map Validation

Sub-task 1: Pipeline Map Calibration

Sub-task 2: Linear Referencing System Synchronization

2. **Services of Consultant:**

A. Basic Services:

Sub-task 1: Pipeline Map Calibration

Patrick Engineering will develop a methodology for calibrating the pipeline system map using ArcGIS linear referencing tools. The calibration will involve the use of up to 1,300 GPS-located valves with known station values to spatially adjust the stationing of 121 GIS pipeline polyline features. The goal of the project is to improve the accuracy of the pipeline system map and enhance the ability to locate features through dynamic segmentation. The calibrated pipelines will be tested against feature location data extracted from engineering drawings of record to ensure accurate representation of system features within the GIS. The deliverable for this project will be a calibrated pipeline route feature class formatted for the ArcSDE spatial database engine along with a report identifying areas where additional GPS data collection may be required.

Sub-task 2: Linear Referencing System Synchronization

The engineering drawing viewer application is dependent on a linear referenced system developed for the pipeline system map to display the correct drawings for any area selected by a user in the GIS web site. Since the viewer application was developed based on a previous version of the system map prior to the completion of the GPS data collection project variations exist between the current GPS-based system map and the drawing viewer map.

For this project Patrick will synchronize these two versions of the pipeline system map to reflect the high level of accuracy obtained with GPS and eliminate spatial variations. This will involve adjustments of the drawing viewer map using standard ArcGIS editing tools, linear referencing tools

and geodatabase topology. The deliverables for this project will be a polyline feature class linear referencing system fully synchronized with the current system map along with a fully functional drawing viewer application on the GIS web site.

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

None

4. **Commencement Date:**

August 11, 2006

5. **Completion Date:**

October 11, 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:**

Mark Wegener and others as assigned.

8. **Contract Price:**

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

<u>Fifteen Thousand</u> (in writing)	Dollars and <u>No</u> Cents (in writing)
-----------------------------------------	---------------------------------------------

<u>\$15,000</u> (in figures)	Dollars and <u>00</u> Cents (in figures)
---------------------------------	---------------------------------------------

9. **Payments:**

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.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

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

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Frank J. Frelka

Title: GIS Coordinator

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

E-mail Address: ffrelka@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

PATRICK ENGINEERING, INC.

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark Wegener

Title: Senior GIS Analyst

Address: 4970 Varsity Drive, Lisle, Illinois 60532-4101

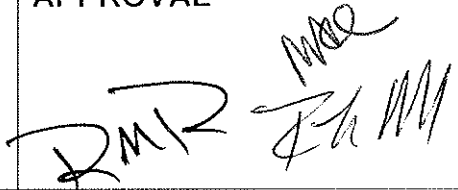
E-mail Address: mwegener@patrickengineering.com

Phone: (630) 795-7200

Fax: (630) 719-1982

DATE: August 4, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Omnibus Vote Requiring Majority Vote	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	A Resolution Accepting the Proposal of Timothy W. Sharpe for Actuarial Services  Resolution No. R-29-06	<b>APPROVAL</b>	
Account Number: 60-6280			
<p>The Commission needs to be in compliance with pronouncements from the Governmental Accounting Standards Board (GASB). Two pronouncements dealing with postretirement healthcare plans require actuarial valuations and disclosures. Mr. Sharpe has proposed to complete these valuations and disclosures at a cost not to exceed \$1,500.00. Mr. Sharpe was recommended by the Commission's auditors, McGladrey &amp; Pullen, LLP. Resolution No-29-06 would accept and approve the proposal of Mr. Sharpe.</p>			
<b>MOTION:</b> To approve Resolution No. R-29-06.			

## DuPAGE WATER COMMISSION

## RESOLUTION NO. R-29-06

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



**Timothy W. Sharpe**  
Actuary

1816 Allen Drive  
Geneva, Illinois 60134  
(630) 262-0600  
Fax (630) 262-0699

August 2, 2006

Mr. Max Richter  
DuPage Water Commission  
600 E. Butterfield Road  
Elmhurst, IL 60126

Re: Actuarial Services - Postretirement Healthcare

Dear Max:

The purpose of this letter is to provide you with a proposal to provide actuarial services with regards to the postretirement healthcare plan. Specifically, the services will include the completion of the GASB 43 & 45 actuarial valuations and disclosures.

The valuations and the disclosures can be performed independently for various employee groups, i.e. union and non-union, if desirable. A variety of parameters will need to be discussed, including the actuarial assumptions and the amortization schedule.

The data necessary to complete the actuarial valuation includes a listing of active and inactive employees with their name, date of birth, date of hire (for actives only), employee classification (if necessary), and benefit amount (if specific for each employee). Submitting the data in electronic format is highly desired (either email or diskette). The files can be emailed to TWSActuary@aol.com.

Similar GASB 43 & 45 valuations have been completed for several municipalities, including the City of Elmhurst (Tom Trosien, 630-530-3106), and the City of Aurora (Brian Caputo, 630-906-7433).

The cost for the services is not to exceed \$1,500, and can be completed within four to six weeks. Max, thank you for your consideration. I look forward to hearing from you.

As Always,

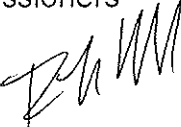
Timothy W. Sharpe



# DuPage Water Commission

## MEMORANDUM

TO: Chairman and Commissioners

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


DATE: August 4, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. The value engineering workshop for both the DuPage and Lexington Pumping Station electric generation projects has been scheduled with Fanning and Company, L.L.C. per authorization of Resolution N. R-24-06.

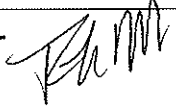
DATE: August 1, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b> Old Business	<b>ORIGINATING DEPARTMENT</b> General Manager
<b>ITEM</b> AWWA Research Foundation	<b>APPROVAL</b> 
<p>Account Number: WF-01-60-6631</p> <p>The AWWA Research Foundation has selected the Commission to participate in an Asset Management Research Project under the direction of HDR/Westin at a cost of approximately \$11,000 in staff time.</p> <p>The AWWA Research Foundation is considering the Commission's participation in a Phosphate Corrosion Inhibitor Research Project with Camp Dresser &amp; McKee at a cost of approximately \$13,000 in staff time plus a \$10,000 cash contribution. Because the AWWA Research Foundation needed a response regarding the Commission's involvement in the Phosphate Corrosion Inhibitor Research Project, the General Manager inquired about the Commission's desire to participate. At the July 13, 2006 Commission meeting, the Commissioners unanimously agreed with the participation in both projects.</p> <p><b>MOTION:</b> To ratify the Commission's participation in the AWWA Research Foundation Grant projects in the amount of \$11,000 in kind staff contribution for the Asset Management Research Project and \$13,000 in kind staff contribution and \$10,000 cash contribution for the Phosphate Corrosion Inhibitor Research Project.</p>	

DATE: August 4, 2006

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	New Business	<b>ORIGINATING DEPARTMENT</b>	General Manager's Office
<b>ITEM</b>	Appointment of Vice Chairman and Committee Chairs	<b>APPROVAL</b>	
Account Number: Not Applicable			
<p>Attached is a memorandum dated August 4, 2006, from Chairman Rathje appointing Commissioner Mueller as Vice Chairman and Commissioner Maio to the Engineering Committee. Pursuant to the Commission's By-Laws, the Chairman appoints all committees and committee chairs with the advice and consent of the other Commissioners (By-Laws, Article VII, Section 2).</p> <p>Chairman Rathje is requesting the Committees remain as approved at the June 7, 2005 Commission meeting, with the exception of Commissioner Maio to the Engineering Committee, until a later date.</p>			
<p><b>MOTION:</b> To confirm Chairman Rathje's appointment of Commissioner Mueller as Vice Chairman until April 30, 2008 or until his successor is duly appointed and confirmed and to confirm the appointment of Commissioner Maio to the Engineering Committee until such time as new committee appointments are made and confirmed.</p>			



# DuPage Water Commission

## MEMORANDUM

TO: Commissioners

FROM: Chairman Rathje *LR*

DATE: August 4, 2006

SUBJECT: Vice Chairman and Committee Appointments

It is the Chairman's responsibility, per the Commission's By-Laws, to appoint the Vice Chairman and Committees with the advice and consent of the Commission. Because this is only my third meeting, I would like the committees to remain as appointed by Chairman Vondra and approved by the Commission on June 7, 2005 until further notice with the exception of appointment of Commissioner Maio to the Engineering Committee.

On the matter of Vice Chairman I would like to reappoint Commissioner Mueller. I ask your advice and consent on these matters.



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Rathje

COPIES: Commissioners

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

DATE: August 4, 2006

SUBJECT: Responses to Questions

The following are responses to questions that have been raised:

### Backup Electrical Generation

#### 1. What is the cost of installing generators at the customer well sites?

- Estimated cost of new and reimbursement for generators for existing customer utilities' wells
  - o \$14,709,507<sup>1</sup>
- Estimated cost of backup generators for additional wells

Utility	# of Generators	Cost
Carol Stream	2	\$400,000
Darien	1	\$200,000
Downers Grove	3	\$600,000
Glendale Heights	1	\$200,000
Naperville	7	\$1,400,000
Oakbrook Terrace	1	\$200,000
Roselle	2	\$400,000
Willowbrook	1	\$200,000
Total	18	\$3,600,000

- Estimated total cost
  - o \$18,309,507

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<sup>1</sup> Emergency Operations and Maintenance Memorandum to Chairman Vondra and Commissioners dated January 6, 2006

**2. What is the cost of installing additional wells for municipalities with insufficient or no well capacity?**

- Estimated cost of installing additional wells<sup>2</sup>

Utility	# of Shallow Wells	Capacity MGD	Cost
Carol Stream	2	2.4	\$950,000
Darien	1	1.2	\$475,000
Downers Grove	3	3.6	\$1,425,000
Glendale Heights	1	1.2	\$475,000
Naperville	7	8.4	\$3,325,000
Oakbrook Terrace	1	1.2	\$475,000
Roselle	2	2.4	\$950,000
Willowbrook	1	1.2	\$475,000
Total	18	21.6	\$8,550,000

**3. What is the Operation and Maintenance cost of maintaining the wells and generators at the wells if the Commission were to take over this responsibility?**

	No. of Wells	Cost per Well per Year	Total per Year
O&M for Wells <sup>3</sup>	104	\$1,825	\$189,800
O&M for Generators <sup>4</sup>	104	\$1,000	\$104,000
Annual Total			\$293,800

## Summary

### Estimated Cost for Backup Electrical Generation Option

DuPage Pumping Station	\$14,700,000
Lexington Pumping Station (DWC Share)	<u>\$6,450,000</u>
Total	\$21,150,000

### Estimated Cost for Decentralized Option

Generators at Well Sites	\$18,309,507
Additional Wells	<u>\$8,550,000</u>
Total	\$26,859,507

<sup>2</sup> Excluded Bloomingdale, Elmhurst and Itasca because their deficiency was less than 0.250 MGD

<sup>3</sup> Layne Christensen Company

<sup>4</sup> Charles Equipment Company

The Commission chose the backup electrical generation option at the DuPage and Lexington Pumping Stations for the following reasons:

1. The Commission's responsibility is to provide treated Lake Michigan water to the utilities in DuPage County.
2. There is a concern of legality of the Commission providing funds for non Commission owned facilities (wells and backup generators at the wells).
3. The majority of the customer utilities at a meeting on February 1, 2005 of the Village/City Administrators/Managers expressed a desire for the Commission to provide the redundancy for the system rather than the customer utilities.
4. The quality of water will remain unchanged during a loss of electrical power.
5. All the Charter Customers and the County of DuPage passed resolutions supporting the installation of backup generation at the DuPage and Lexington Pumping Stations



## Financial Plan

### 1. What is the outstanding debt of the General Obligation Bonds and Revenue Bonds?

- General Obligation Bonds
  - o Series: 1986
    - \$150,000,000
      - Interest Rates
        - o 6.0% to 7 7/8%
      - Due 1990 to 2011
      - For construction of DuPage Pumping Station, 90" Transmission Main, Lexington Pumping Station and 12' diameter tunnel
      - County wide referendum
        - o ¼ of 1% sales tax
        - o Can collect property taxes (never done)
      - \$128,855,000 defeased in 1992
  - o Series: 1992
    - \$142,075,000
      - Interest Rates
        - o 4.4% to 6.25%
      - Due 1994 to 2011
      - \$97,390,000 defeased in 2001
  - o Series: 2001
    - \$107,000,000
      - Interest Rates
        - o 5.0% to 5.25%
      - Due 2002 to 2011
      - Paid with sales tax revenues
      - Outstanding principal: \$56,480,000
- Revenue Bonds
  - o Series: 1987
    - \$200,000,000
      - Interest Rates
        - o 5.5% to 6.8%
      - Due 1994 to 2014
      - For construction of facilities west of the DuPage Pumping Station
      - \$159,995,000 defeased in 1993

- Series: 1993
  - \$182,755,000
    - Interest Rates
      - 2.5% to 5.5%
    - Due 1994 to 2014
    - \$145,665,000 called at 102% of par in 2003
- Series: 2003
  - \$135,995,000
    - Interest Rates
      - 3.0% to 5.25%
    - Paid for with fixed cost revenues
      - Presently pay 50% of principal and interest with sales tax monies
    - Due 2004 to 2016
    - Outstanding principal: \$109,485,000

## **2. Can the Commission defease these bonds?**

- General Obligation Bonds
  - Yes, reserves could be utilized to purchase approved federal securities which would be placed in an irrevocable escrow for the Trustee to pay future principal and interest payments through the life of the bonds. However, bonded monies cannot be used to refund these bonds.
- Revenue Bonds
  - Yes, reserves could be utilized to purchase approved federal securities which would be placed in an irrevocable escrow for the Trustee to pay future principal and interest payments through the life of the bonds. However, bonded monies cannot be used to refund these bonds.

## **3. What are the different reserve accounts, how much is in each and are they restricted.**

Water Revenue Bond Required Accounts (Ordinance Nos. O-1-87 and O-8-93)

- Operation and Maintenance Account - Section 8.04 (O-1-87)
  - This account is restricted.
  - The targeted balance of this account is the actual operation and maintenance expense for the current month plus the expected/budgeted operation and maintenance expenses for the following month.
  - June balance: \$11,427,992

- Operation and Maintenance Reserve Account - Section 6.08E and 8.08 (O-1-87)
  - This account is restricted.
  - Targeted balance is two months of the annual budgeted operation and maintenance costs.
  - Required amount varies from year to year based upon the current year's budget. For the fiscal year 2006-2007, the required amount is \$11,761,971. The Commission is allowed six months to achieve the targeted balance.
  - June balance: \$11,645,276
  - Depreciation Account - Section 6.08H and Section 8.09 (O-1-87)
    - This account is restricted.
    - The full requirement shall not be less than \$5,000,000. Monthly contribution is \$175,000. Semi-annually, this account is reduced to \$5,000,000.
    - June balance: \$5,406,491
- Interest Account - Section 8.05 (O-1-87)
  - This account is restricted.
  - Monthly, 1/12 of current year's Water Revenue Bond interest requirement is credited to this account and deposited with the Trustee who is directed to purchase Treasury Notes to mature before May 1 and November 1. The Trustee makes payments to the Water Revenue Bond Holders on May 1 and November 1 of every year. Maximum balance for the current year will be \$2,582,843.
  - June balance: \$1,014,217
- Principal Account - Section 8.06 (O-1-87)
  - This account is restricted.
  - Monthly 1/12 of current year's Water Revenue Bond principal requirement is credited to this account and deposited with the Trustee who is directed to purchase Treasury Note to mature before May 1. The Trustee makes payments to the Water Revenue Bond Holders on May 1 of every year. Maximum balance in this account for the current year will be \$8,690,000.
  - June balance: \$1,630,728

- Debt Service Reserve Account - Section 8.07 (O-1-87)
  - This account is restricted (This account still actively holds the surety bond. It will be considered active and restricted until all the revenue bonds related to it are retired.)
  - The debt service requirement shall not be less than the Water Revenue Bond's maximum annual debt service (principal and interest) during the life of the bonds. The maximum amount is \$14,292,838.78. This was replaced with a Surety Bond Policy in September of 2003, which expires in May of 2016.
  - Amount in this account is zero.
- General Obligation Required Accounts (Ordinance O-12-01)
  - Debt Service Account Section 12B (O-12-01)
    - This account is restricted
    - Annually, the Commission purchases Treasury Notes, maturing prior to September 1 and March 1, which are deposited in this account for the total amount of General Obligation Bond payments for interest and principal. The Treasury Notes mature for the September 1 interest payment and the March 1 principal and interest payment. The Trustee makes payments on September 1 and March 1 from this account.
    - June balance: \$13,282,059.
  - Sales Tax Sub-account Restricted by Ordinance (O-4-06)
    - This account is restricted annually because the fixed cost requirement is reduced by ordinance.
    - Annually, the Commission designates funds from the existing sales tax to fund ½ of the Water Revenue Bond's annual debt service. Monthly, 1/12 of the required annual subsidy is moved from this sub-account to the Water Revenue Bond interest account and principal accounts. Maximum balance for the current year is \$7,144,469.
    - June balance: \$6,549,097
- Other Reserves not restricted
  - Emergency Repairs & Other Contingencies
    - Originally 5% of original construction costs, this reserve was adjusted to 2% of original construction costs as of July 31, 2003. It is adjusted annually based upon "Engineering Index". Targeted balance for 2007 fiscal year ended is \$13,500,000.
    - June balance: \$12,900,000


- Water Quality Loan Reserve
  - Used to make low interest loans to Charter Customers.
  - Commission designated \$10,000,000.
  - June balance: \$3,790,300
- Rate Stabilization
  - Reduce fluctuations in rates charged to customers
  - June balance: \$31,995,000
- Construction Reserve
  - To be used for future construction
  - June balance: \$26,579,000



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: August 3, 2006

SUBJECT: Clean Water in the Midwest

Chairman Rathje, Staff Attorney Crowley and I have registered to attend seminar entitled "Clean Water in the Midwest Workshop". This seminar will be held on September 13, 2006 in Chicago. Because this seminar is about issues related specifically to the Commission I felt the registration fee of \$445 should be paid for by the Commission. If any Commissioner disagrees with this please contact me or Chairman Rathje.

PACKET: 00495 HOLD FOR BOARD APPROVAL  
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
=====						
01-1101		HOLLAND & KNIGHT LLP				
=====						
I-200607310903		LEGAL SERVICES: JUNE 2006	848.00			
7/31/2006	IL	DUE: 7/13/2006 DISC: 7/13/2006				
		LEGAL SERVICES: JUNE 2006		01 60-6251	LEGAL SERVICES- GENERAL	848.00
===== VENDOR TOTALS =====			848.00			
===== PACKET TOTALS =====			848.00			

PACKET: 00495 HOLD FOR BOARD APPROVAL  
VENDOR SET: 01 DUPAGE WATER COMMISSION  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

\*\* T O T A L S \*\*

INVOICE TOTALS 848.00  
DEBIT MEMO TOTALS 0.00  
CREDIT MEMO TOTALS 0.00

BATCH TOTALS 848.00

\*\* G/L ACCOUNT TOTALS \*\*

					LINE ITEM										GROUP BUDGET				
					ANNUAL		BUDGET		OVER		ANNUAL		BUDGET		OVER				
BANK	YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG			
	2006-2007	01 -60-6251	LEGAL SERVICES- GENERAL	848.00	80,000	79,994.50													
			** 2006-2007 YEAR TOTALS	848.00															



PACKET: 00495 HOLD FOR BOARD APPROVAL  
VENDOR SET: 01 DUPAGE WATER COMMISSION  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
<hr/>		
01	7/2006	848.00

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
1168	ADMIRAL MECHANICAL SERVICES						
I-34462	REPAIR TO CHILLER	R	7/21/2006	210.00		001811	210.00
	*** VENDOR TOTALS ***					1 CHECKS	210.00
1067	AEREX PEST CONTROL						
I-690207	EXTERMINATOR: JUNE 2006	R	7/07/2006	47.00		001766	
I-690250	EXTERMINATOR: JUNE 2006	R	7/07/2006	47.00		001766	
I-690636	EXTERMINATOR: JUNE 2006	R	7/07/2006	50.00		001766	144.00
	*** VENDOR TOTALS ***					1 CHECKS	144.00
1133	ALVORD, BURDICK & HOWSON, LLC						
I-106	TW-2	R	7/07/2006	308.88		001767	
I-2006049	HYDRAULIC MODEL VERIFICATION	R	7/07/2006	9,326.28		001767	
I-267	TE-5, TS-5	R	7/07/2006	463.32		001767	
I-D0602	INTERFERENCE TESTING	R	7/07/2006	926.64		001767	11,025.12
	*** VENDOR TOTALS ***					1 CHECKS	11,025.12
1397	AT&T						
I-200607030865	DPPS PHONE SERV.: 06/16-07/15	R	7/07/2006	742.71		001768	
I-200607030866	BACKUP TELEMETRY: 06/16-07/15	R	7/07/2006	786.37		001768	1,529.08
1397	AT&T						
I-200607210878	DPPS PHONE SERV.: 06/22-07/21	R	7/21/2006	332.65		001812	332.65
	*** VENDOR TOTALS ***					2 CHECKS	1,861.73
1350	AUDIO VISUAL SYSTEMS, INC.						
I-06-33981	PROJECTOR & SCREEN	R	7/07/2006	5,645.00		001769	5,645.00
	*** VENDOR TOTALS ***					1 CHECKS	5,645.00
1072	AVALON PETROLEUM COMPANY						
I-412757	GASOLINE	R	7/21/2006	2,880.00		001813	2,880.00
	*** VENDOR TOTALS ***					1 CHECKS	2,880.00
1258	BASIC CHEMICAL SOLUTIONS, LLC						
I-SI5189418	SODIUM HYPOCHLORITE	R	7/07/2006	2,187.20		001770	2,187.20
	*** VENDOR TOTALS ***					1 CHECKS	2,187.20
1250	RAYMOND L. BENSON						
I-200607210879	SERV. AS COM.: 1/01-6/30/06	R	7/21/2006	300.00		001814	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1089	BERLAND'S HOUSE OF TOOLS						
I-337280	METER STATION MAINTENANCE	R	7/07/2006	75.61		001771	75.61
	*** VENDOR TOTALS ***					1 CHECKS	75.61
1170	BOYE JANITORIAL SERVICE INC.						
I-8334	JANIT. SERV. & SUP.: 06/06	R	7/07/2006	2,053.70		001772	2,053.70
	*** VENDOR TOTALS ***					1 CHECKS	2,053.70
1361	BUSINESS 21 PUBLISHING						
I-200606280864	SUBSCRIPTION OF SAFETY 21	R	7/07/2006	89.64		001773	89.64
	*** VENDOR TOTALS ***					1 CHECKS	89.64
1049	CAMP DRESSER & MCKEE INC.						
I-80229834/15	EVAL. ELECT. GEN. SUP. ALT.	R	7/21/2006	6,354.81		001815	
I-80230299/17	PIPE LOOP TESTING: 04/30-5/27	R	7/21/2006	6,341.34		001815	12,696.15
	*** VENDOR TOTALS ***					1 CHECKS	12,696.15
1177	CATHODIC PROTECTION MANAGEMENT						
I-1909	TECH. SUP. - TE-5 ADJ. PROJ.	R	7/07/2006	24,829.80		001808	24,829.80
1177	CATHODIC PROTECTION MANAGEMENT						
I-1954	TECH. SUP. - TE-5 ADJ. PROJ.	R	7/21/2006	10,462.80		001816	10,462.80
	*** VENDOR TOTALS ***					2 CHECKS	35,292.60
1251	ELIZABETH M. CHAPLIN						
I-200607210880	SERV. AS COM.: 1/01-6/30/06	R	7/21/2006	300.00		001817	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00
1134	CITY OF CHICAGO DEPARTMENT OF						
I-200607030867	LEX. PUMP STA. LABOR: 05/06	R	7/07/2006	30,800.80		001774	30,800.80
	*** VENDOR TOTALS ***					1 CHECKS	30,800.80
1153	CHICAGO SUBURBAN EXPRESS, INC.						
I-0974780	FREIGHT ON MAINT. SUPPLIES	R	7/07/2006	59.56		001775	59.56
	*** VENDOR TOTALS ***					1 CHECKS	59.56
1135	CITY OF CHICAGO SUPERINTENDENT						
I-200607060873	WATER BILLING: 06/01-06/30/06	R	7/07/2006	4,083,748.65		001776	4,083,748.65
	*** VENDOR TOTALS ***					1 CHECKS	4,083,748.65
1091	CINTAS FIRST AID & SAFETY						
I-343355783	FIRST AID SUPPLIES	R	7/07/2006	95.60		001777	95.60
	*** VENDOR TOTALS ***					1 CHECKS	95.60

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1009	COMED						
I-200607210881	METER STATION ELECTRIC SERVICE	R	7/21/2006	4,103.34		001818	4,103.34
	*** VENDOR TOTALS ***					1 CHECKS	4,103.34
1136	CONSTELLATION NEWENERGY						
I-01019082	DPPS ELECT. SERV: 05/23-06/22	R	7/07/2006	256,493.35		001778	256,493.35
	*** VENDOR TOTALS ***					1 CHECKS	256,493.35
1024	CTE ENGINEERS						
I-4067503	CONCRETE RESERVOIR - 06/06	R	7/21/2006	1,084.27		001819	1,084.27
	*** VENDOR TOTALS ***					1 CHECKS	1,084.27
1025	DANKA OFFICE IMAGING						
I-704782102	COPIER USAGE	R	7/07/2006	476.71		001779	476.71
	*** VENDOR TOTALS ***					1 CHECKS	476.71
1014	DHL EXPRESS (USA) INC.						
I-W7405996	OVERNIGHT DELIVERY	R	7/07/2006	79.58		001780	79.58
1014	DHL EXPRESS (USA) INC.						
I-X2316661	OVERNIGHT MAIL	R	7/21/2006	579.79		001820	579.79
	*** VENDOR TOTALS ***					2 CHECKS	659.37
1240	DOOR SYSTEMS, INC.						
I-0623185-IN	ANN. SERV. FOR OVERHEAD DOORS	R	7/21/2006	1,597.20		001821	
I-0623493-IN	ANN. SERV. FOR GATE OPERATORS	R	7/21/2006	225.82		001821	1,823.02
	*** VENDOR TOTALS ***					1 CHECKS	1,823.02
1097	ELMHURST PLAZA STANDARD INC.						
I-14626	GASOLINE	R	7/07/2006	56.80		001781	
I-28840	VEHICLE MAINTENANCE: M-78556	R	7/07/2006	394.15		001781	
I-28843	VEHICLE MAINTENANCE: M-79697	R	7/07/2006	279.04		001781	
I-28846	VEHICLE MAINTENANCE: M-82136	R	7/07/2006	455.75		001781	
I-28886	VEHICLE MAINTENANCE: M-79697	R	7/07/2006	181.35		001781	1,367.09
	*** VENDOR TOTALS ***					1 CHECKS	1,367.09
1247	EQUIPMENTWATCH						
I-200607060874	BLUE BOOK RENTAL RATES	R	7/07/2006	2,339.00		001782	2,339.00
	*** VENDOR TOTALS ***					1 CHECKS	2,339.00
1026	EXCALIBUR REFRESHMENT CONCEPTS						
I-54805	COFFEE & SUPPLIES	R	7/21/2006	166.90		001822	166.90
	*** VENDOR TOTALS ***					1 CHECKS	166.90

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1065	FEDEX						
I-1-089-04318	OVERNIGHT DELIVERY	R	7/07/2006	363.81		001783	363.81
	*** VENDOR TOTALS ***					1 CHECKS	363.81
1252	TIMOTHY J. FELTES						
I-200607210882	SERV. AS COM.: 1/01-6/30/06	R	7/21/2006	300.00		001823	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00
1055	GRAINGER						
I-9121205018	METER STATION MAINTENANCE	R	7/07/2006	1,237.29		001784	
I-9122042220	METER STATION MAINTENANCE	R	7/07/2006	142.12		001784	
I-9124351124	METER STATION MAINTENANCE	R	7/07/2006	284.86		001784	1,664.27
	*** VENDOR TOTALS ***					1 CHECKS	1,664.27
1101	HOLLAND & KNIGHT LLP						
I-200606220854	LEGAL SERVICES: MAY 2006	R	7/21/2006	675.00		001824	675.00
	*** VENDOR TOTALS ***					1 CHECKS	675.00
1050	HOME DEPOT CREDIT SERVICES						
I-0016730	METER STATION MAINTENANCE	R	7/07/2006	135.17		001810	
I-2024351	METER STATION MAINTENANCE	R	7/07/2006	110.93		001810	
I-2569658	MAINTENANCE SUPPLIES	R	7/07/2006	15.88		001810	
I-3028672	LOCATOR SUPPLIES	R	7/07/2006	10.43		001810	
I-4055806	MAINTENANCE SUPPLIES	R	7/07/2006	29.91		001810	
I-5013300	METER STATION MAINTENANCE	R	7/07/2006	4.99		001810	
I-5185938	MAINTENANCE SUPPLIES	R	7/07/2006	25.73		001810	
I-6024991	METER STATION MAINTENANCE	R	7/07/2006	22.29		001810	
I-7016921	METER STATION MAINTENANCE	R	7/07/2006	50.65		001810	
I-9013731	METER STATION MAINTENANCE	R	7/07/2006	88.78		001810	494.76
	*** VENDOR TOTALS ***					1 CHECKS	494.76
1103	HONDA HOUSE OF ELMHURST						
I-1921	REPAIRS ON HONDA PUMP	R	7/21/2006	265.98		001825	265.98
	*** VENDOR TOTALS ***					1 CHECKS	265.98
1225	IKON OFFICE SOLUTIONS						
I-2635364A	CANON IMAGE RUNNER 6870U	R	7/21/2006	15,950.00		001826	15,950.00
	*** VENDOR TOTALS ***					1 CHECKS	15,950.00
1002	ILLINOIS MUNICIPAL RETIREMENT						
C-200607050872	ILLINOIS MUNICIPAL RETIREMENT	D	7/10/2006	0.02CR		000000	
I-200607050870	ILLINOIS MUNICIPAL RETIREMENT	D	7/10/2006	0.02		000000	

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1215	ILLINOIS STATE BAR ASSOCIATION						
I-200607060876	MEMBERSHIP DUES: M. CROWLEY	R	7/07/2006	170.00		001785	170.00
	*** VENDOR TOTALS ***					1 CHECKS	170.00
1080	INCODE-CMS						
I-10839	ACCOUNTING SOFTWARE	R	7/07/2006	3,500.00		001786	3,500.00
	*** VENDOR TOTALS ***					1 CHECKS	3,500.00
1410	INITIAL ELECTRONICS INC.						
I-145654	PROXIMITY SWITCHES	R	7/21/2006	306.20		001827	306.20
	*** VENDOR TOTALS ***					1 CHECKS	306.20
1104	ITG SOLUTIONS, INC.						
I-78614	MAINTENANCE SUPPLIES	R	7/07/2006	75.25		001787	75.25
	*** VENDOR TOTALS ***					1 CHECKS	75.25
1211	JOHN DEERE LANDSCAPES						
I-10098386	MAINTENANCE SUPPLIES	R	7/21/2006	37.97		001828	37.97
	*** VENDOR TOTALS ***					1 CHECKS	37.97
1032	JULIE, INC.						
I-06-06-0432	UTILITY LOCATES: JUNE 2006	R	7/21/2006	6,313.70		001829	6,313.70
	*** VENDOR TOTALS ***					1 CHECKS	6,313.70
1396	LIEBERT CORPORATION						
I-MI2893159	PM ON UPS SYSTEM	R	7/07/2006	8,058.00		001788	8,058.00
	*** VENDOR TOTALS ***					1 CHECKS	8,058.00
1337	GREGORY S. MATHEWS						
I-200607210883	SERV. AS COM.: 1/01-6/30/06	R	7/21/2006	300.00		001830	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00
1191	TERRANCE MC GHEE						
I-200607210884	AWWA NATIONAL CONFERENCE	R	7/21/2006	2,442.05		001831	2,442.05
	*** VENDOR TOTALS ***					1 CHECKS	2,442.05
1054	MCMMASTER-CARR SUPPLY COMPANY						
I-45965569	MAINTENANCE SUPPLIES	R	7/07/2006	662.40		001789	662.40
	*** VENDOR TOTALS ***					1 CHECKS	662.40
1018	MEDLIN COMMUNICATIONS, INC.						
I-S16419	TELEPHONE PROGRAMMING	R	7/07/2006	45.00		001790	45.00
	*** VENDOR TOTALS ***					1 CHECKS	45.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1069	MEL'S ACE HARDWARE						
I-01534161 77	MAINTENANCE SUPPLIES	R	7/21/2006	11.98		001832	
I-01534809 76	VEHICLE MAINTENANCE	R	7/21/2006	3.99		001832	
I-01536117 76	VEHICLE MAINTENANCE	R	7/21/2006	5.21		001832	
I-01536789 76	METER STATION MAINTENANCE	R	7/21/2006	29.78		001832	
I-01538176 76	METER STATION MAINTENANCE	R	7/21/2006	5.02		001832	
I-01538189 76	PIPELINE MAINTENANCE	R	7/21/2006	46.20		001832	
I-01538229 76	MAINTENANCE SUPPLIES	R	7/21/2006	7.78		001832	
I-01539976 76	MAINTENANCE SUPPLIES	R	7/21/2006	14.38		001832	
I-01542753 77	METER STATION MAINTENANCE	R	7/21/2006	7.64		001832	
I-01543313 77	MAINTENANCE SUPPLIES	R	7/21/2006	27.00		001832	
I-01543941 76	PIPELINE SUPPLIES	R	7/21/2006	18.44		001832	
I-01543976 76	VEHICLE MAINTENANCE	R	7/21/2006	2.29		001832	
I-01544235 76	VEHICLE MAINTENANCE	R	7/21/2006	0.30		001832	
I-01545123 77	MAINTENANCE SUPPLIES	R	7/21/2006	6.74		001832	
I-1544332 77	METER STATION MAINTENANCE	R	7/21/2006	16.87		001832	203.62
	*** VENDOR TOTALS ***					1 CHECKS	203.62
1051	MENARDS- HILLSIDE						
I-73443	MAINTENANCE SUPPLIES	R	7/21/2006	24.30		001833	
I-74207	MAINTENANCE SUPPLIES	R	7/21/2006	43.45		001833	
I-76183	MAINTENANCE SUPPLIES	R	7/21/2006	26.96		001833	
I-76275	MAINTENANCE SUPPLIES	R	7/21/2006	119.66		001833	
I-76309	MAINTENANCE SUPPLIES	R	7/21/2006	11.99		001833	
I-76386	MAINTENANCE SUPPLIES	R	7/21/2006	18.16		001833	
I-77570	MAINTENANCE SUPPLIES	R	7/21/2006	11.22		001833	255.74
	*** VENDOR TOTALS ***					1 CHECKS	255.74
1286	MID-AMERICA DYNAMICS INC.						
I-6204	CALIBRATE VIBRATION SYSTEM	R	7/21/2006	2,230.00		001834	2,230.00
	*** VENDOR TOTALS ***					1 CHECKS	2,230.00
1021	NAPERVILLE, CITY OF						
I-200606280862	METER STATION ELECTRIC SERVICE	R	7/07/2006	132.89		001791	
I-200607030868	METER STATION ELECTRIC SERVICE	R	7/07/2006	32.64		001791	165.53
1021	NAPERVILLE, CITY OF						
I-200607210885	METER STATION ELECTRIC SERVICE	R	7/21/2006	65.67		001835	65.67
	*** VENDOR TOTALS ***					2 CHECKS	231.20
1070	NATIONAL CITY BANK OF THE MIDW						
I-19270	SAFEKEEPING FEES: JUNE 2006	R	7/07/2006	999.50		001792	999.50
	*** VENDOR TOTALS ***					1 CHECKS	999.50

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1060	NTG, INC.						
I-51221	CORROSION TELEMETRY: 06/06	R	7/21/2006	77.25		001836	77.25
	*** VENDOR TOTALS ***					1 CHECKS	77.25
1109	NEW PIG						
I-3552050-00	MAINTENANCE SUPPLIES	R	7/07/2006	496.40		001793	496.40
	*** VENDOR TOTALS ***					1 CHECKS	496.40
1112	NORTH SHORE UNIFORM						
I-06-543	UNIFORMS	R	7/07/2006	145.35		001794	145.35
1112	NORTH SHORE UNIFORM						
I-06-681	UNIFORMS	R	7/21/2006	1,110.70		001837	1,110.70
	*** VENDOR TOTALS ***					2 CHECKS	1,256.05
1277	NOTARY PUBLIC ASSOCIATION						
I-200606280863	NOTARY PUBLIC STAMP	R	7/07/2006	45.00		001795	45.00
	*** VENDOR TOTALS ***					1 CHECKS	45.00
1395	OFFICE DEPOT						
I-344216899-001	OFFICE SUPPLIES	R	7/21/2006	12.99		001838	
I-345471436-001	OFFICE SUPPLIES	R	7/21/2006	53.97		001838	66.96
	*** VENDOR TOTALS ***					1 CHECKS	66.96
1038	ORR SAFETY						
I-INV0628739	REPAIRS TO GAS DETECTOR	R	7/21/2006	75.00		001839	75.00
	*** VENDOR TOTALS ***					1 CHECKS	75.00
1081	PATRICK ENGINEERING INC.						
I-20606.020-001	DB, ARCIMS & METADATA	R	7/07/2006	14,020.00		001796	14,020.00
	*** VENDOR TOTALS ***					1 CHECKS	14,020.00
1321	PERSPECTIVES, LTD.						
I-61694	EMPLOYEE ASSISTANCE 07/06-09/0	R	7/21/2006	273.00		001840	273.00
	*** VENDOR TOTALS ***					1 CHECKS	273.00
1279	PETERS & ASSOCIATES						
I-INV0014813	PETERS & ASSOCIATES	R	7/07/2006	1,730.00		001797	
I-INV0014878	COMPUTER SOFTWARE	R	7/07/2006	140.00		001797	1,870.00
	*** VENDOR TOTALS ***					1 CHECKS	1,870.00



VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1158	PETTY CASH - CUSTODIAN						
I-200607210886	PETTY CASH REIMBURSEMENT	R	7/21/2006	615.67		001841	615.67
	*** VENDOR TOTALS ***					1 CHECKS	615.67
1061	PLATINUM PLUS FOR BUSINESS						
I-200607210887	PUBLICATION, REFRIGERATOR	R	7/21/2006	1,401.00		001842	
I-200607210888	GASB 34 PUBLICATION	R	7/21/2006	119.00		001842	
I-200607210895	GAS, TRAVEL, ADMIN EXP, CONFER	R	7/21/2006	2,341.98		001842	3,861.98
	*** VENDOR TOTALS ***					1 CHECKS	3,861.98
1340	PREMIO, INC.						
I-125421 SL	1GB MEMORY	R	7/21/2006	204.00		001843	204.00
	*** VENDOR TOTALS ***					1 CHECKS	204.00
1039	QUILL CORPORATION						
I-7869106	OFFICE SUPPLIES	R	7/07/2006	64.01		001798	64.01
1039	QUILL CORPORATION						
I-8048884	OFFICE SUPPLIES	R	7/21/2006	182.98		001844	
I-8076415	OFFICE SUPPLIES	R	7/21/2006	76.38		001844	
I-8108591	OFFICE SUPPLIES	R	7/21/2006	6.18		001844	
I-8109121	OFFICE SUPPLIES	R	7/21/2006	13.92		001844	
I-8157980	OFFICE SUPPLIES	R	7/21/2006	66.63		001844	
I-8179993	OFFICE SUPPLIES	R	7/21/2006	159.80		001844	
I-8201795	OFFICE SUPPLIES	R	7/21/2006	287.09		001844	792.98
	*** VENDOR TOTALS ***					2 CHECKS	856.99
1117	RANDALL INDUSTRIES						
I-69786	TRAILER RENTAL	R	7/07/2006	230.00		001799	230.00
	*** VENDOR TOTALS ***					1 CHECKS	230.00
1408	S. LOUIS RATHJE						
I-200607210889	SERV. AS COM.: 5/26-6/30/06	R	7/21/2006	50.00		001845	50.00
	*** VENDOR TOTALS ***					1 CHECKS	50.00
1059	RED WING SHOE STORE						
I-45010333	SAFETY SHOES: H. VILLEGAS	R	7/07/2006	147.99		001800	
I-45010414	SAFETY SHOES: J. UNGER	R	7/07/2006	155.99		001800	
I-45010971	SAFETY SHOES: K. NILES	R	7/07/2006	131.99		001800	
I-45011141	SAFETY SHOES: M. HUGHES	R	7/07/2006	116.00		001800	
I-45011234	SAFETY SHOES: D. SIANO	R	7/07/2006	143.99		001800	
I-45011277	SAFETY SHOES: T. GUBBINS	R	7/07/2006	119.99		001800	
I-45011278	SAFETY SHOES: J. UNGER	R	7/07/2006	119.99		001800	
I-45011306	SAFETY SHOES: D. SIANO	R	7/07/2006	155.99		001800	
I-45012724	SAFETY SHOES: M. ROWAN	R	7/07/2006	103.49		001800	
I-45012825	SAFETY SHOES: C. TOWNSEND	R	7/07/2006	119.99		001800	
I-45013045	SAFETY SHOES: R. MOORE	R	7/07/2006	151.99		001800	1,467.40
	*** VENDOR TOTALS ***					1 CHECKS	1,467.40

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1137	ROSSI CONTRACTORS, INC.						
I-BOV-2 # 5	BOV-2: PARTIAL INVOICE # 5	R	7/07/2006	300,563.98		001809	300,563.98
	*** VENDOR TOTALS ***					1 CHECKS	300,563.98
1119	ROYAL OFFICE PRODUCTS						
I-OE-177767-1	OFFICE SUPPLIES	R	7/21/2006	74.76		001846	74.76
	*** VENDOR TOTALS ***					1 CHECKS	74.76
1393	SBC LONG DISTANCE						
I-200607210890	DPPS LONG DIST. SERV.: 06/06	R	7/21/2006	103.50		001847	103.50
	*** VENDOR TOTALS ***					1 CHECKS	103.50
1041	SEECO CONSULTANTS, INC.						
I-13631	MATERIAL TESTING - BOV-2	R	7/21/2006	1,206.50		001848	1,206.50
	*** VENDOR TOTALS ***					1 CHECKS	1,206.50
1329	C. SEMRAD & ASSOCIATES						
I-200607060875	MANAGEMENT TRAINING	R	7/07/2006	4,631.25		001801	4,631.25
	*** VENDOR TOTALS ***					1 CHECKS	4,631.25
1043	SOOPER LUBE						
I-96913	VEHICLE MAINTENANCE: M-63637	R	7/07/2006	30.45		001802	
I-97872	VEHICLE MAINTENANCE: M-78556	R	7/07/2006	33.45		001802	63.90
1043	SOOPER LUBE						
I-99460	VEHICLE MAINTENANCE: M-149226	R	7/21/2006	33.45		001849	33.45
	*** VENDOR TOTALS ***					2 CHECKS	97.35
1409	SOUTH SIDE CONTROL SUPPLY CO.						
I-877242	MAINTENANCE SUPPLIES	R	7/21/2006	103.30		001850	
I-879822	MAINTENANCE SUPPLIES	R	7/21/2006	188.14		001850	291.44
	*** VENDOR TOTALS ***					1 CHECKS	291.44
1040	SPECIALTY MAT SERVICE						
I-346575	MAT SERVICE: 06/12/06	R	7/07/2006	61.90		001803	
I-348447	MAT SERVICE: 06/26/06	R	7/07/2006	61.90		001803	123.80
	*** VENDOR TOTALS ***					1 CHECKS	123.80
1123	THOMPSON ELEVATOR INSPECTION S						
I-06-1841	SEMI ANNUAL ELEVATOR INSPECT.	R	7/07/2006	55.00		001804	55.00
	*** VENDOR TOTALS ***					1 CHECKS	55.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1253	RICHARD THORN						
I-200607210891	SERV. AS TREAS.: 1/01-6/30/06	R	7/21/2006	200.00		001851	200.00
	*** VENDOR TOTALS ***					1 CHECKS	200.00
1046	TREE TOWNS REPRO SERVICE						
I-57159	SCANNING SERVICES	R	7/07/2006	117.00		001805	
I-57460	PLAN REPRINTS	R	7/07/2006	15.00		001805	132.00
	*** VENDOR TOTALS ***					1 CHECKS	132.00
1244	UNIQUE TRAVEL SERVICE						
I-120206	SENSUS METER TRAINING	R	7/07/2006	707.22		001806	707.22
1244	UNIQUE TRAVEL SERVICE						
I-120457	SENSUS METER TRAINING	R	7/21/2006	562.10		001852	562.10
	*** VENDOR TOTALS ***					2 CHECKS	1,269.32
1254	MICHAEL P. VONDRA						
I-200607210892	SERV. AS COM.: 1/01-5/26/06	R	7/21/2006	250.00		001853	250.00
	*** VENDOR TOTALS ***					1 CHECKS	250.00
1255	JOHN K. VRDOLYAK						
I-200607210893	SERV. AS COM.: 1/01-6/30/06	R	7/21/2006	300.00		001854	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00
1062	WASTE MANAGEMENT						
I-1483925-2008-3	REFUSE DISPOSAL	R	7/21/2006	281.11		001855	281.11
	*** VENDOR TOTALS ***					1 CHECKS	281.11
1010	WEST						
I-811650397	WESTLAW: 06/01/06-06/30/06	R	7/21/2006	355.58		001856	355.58
	*** VENDOR TOTALS ***					1 CHECKS	355.58
1174	WEST-HILL AUTO REPAIR, INC.						
I-200607030869	VEHICLE MAINTENANCE: M-99818	R	7/07/2006	234.16		001807	234.16
	*** VENDOR TOTALS ***					1 CHECKS	234.16
1256	DONALD G. ZEILENGA						
I-200607210894	SERV. AS COM.: 1/01-6/30/06	R	7/21/2006	300.00		001857	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	92	4,839,458.31	0.00	4,839,458.31
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: IL TOTAL 93 4,839,458.31 0.00 4,839,458.31

BANK: IL TOTALS: 93 4,839,458.31 0.00 4,839,458.31

## SELECTION CRITERIA

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

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 7/01/2006 THRU 7/31/2006  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
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## PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

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