



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, JULY 13, 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 Michael Vondra, Chairman

III. Public Comments

IV. Approval of Minutes

- Regular Meeting of June 8, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the June 8, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – June 2006

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

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

VI. Committee Reports

- A. Administration Committee – No Meeting
- B. Engineering & Construction Committee – No Meeting
- C. Finance Committee – No Meeting

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

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.

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

- A. 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

(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-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

(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

- Summary of Action Taken Since Previous Meeting

XI. New Business**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 \$675.00 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, JUNE 8, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Commissioners in attendance: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and L. Rathje

Commissioners Absent: R. Ferraro and J. Vrdolyak

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

Commissioner Hartwig moved to Open the Public Hearing Regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2006 and Ending April 30, 2007. Seconded by Commissioner Feltes and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

General Manager Martin reported that the Annual Budget and Appropriation Ordinance had been on file and available for public inspection in tentative form as of May 8, 2006, and that no comments had been received to date.

Richard Furstenau, Naperville City Councilman, requested confirmation that the 06/07 Budget anticipated a year-end fund balance less than the actual 05/06 fund balance. Financial Administrator Richter advised that the projected balance for 2007 is between \$10 - \$15 million lower than the \$144 million 2006 fiscal year-end balance. Councilman Furstenau then suggested revenue monies should be returned to the customers.

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

All voted aye. Motion carried.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Mueller moved to approve the Minutes of the May 11, 2006 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

Minutes of the 6/8/06 Meeting

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the May 26, 2006 Special Meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox 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 May 2006 which showed receipts of \$6,538,064.00, disbursements of \$16,027,265.00, and a cash and investment balance of \$144,098,178.00.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Hartwig

Commissioner Hartwig reported that the Administration Committee discussed the Holzwart Memorial Plaque and that the dedication will take place on July 13th at 6:30 P.M. before the regular Commission meeting. Commissioner Hartwig further advised that invitations to the dedication will be sent to all existing and former Commissioners.

The Board then discussed alternative locations for the plaque. In view of the enhanced lighting recently installed in the entry foyer, it was the consensus of the Board that the plaque would be placed in the front entrance near the Robert T. Palmer Memorial Plaque.

Commissioner Hartwig next reported that the Administration Committee discussed the electronic meeting participation rules prepared by the Staff Attorney in response to Senate Bill 585. Noting that Senate Bill 585 is awaiting approval of the Governor, Commissioner Hartwig advised that the Administration Committee recommended allowing electronic meeting participation with the minimum required restrictions but deferring formal action until such time as Senate Bill 585 is enacted.

Engineering Committee – Reported by Commissioner Wilcox

Commissioner Wilcox reported that the Engineering Committee reviewed and recommended for approval Resolution No. R-21-06.

Finance Committee – Reported by Commissioner Poole

Commissioner Poole reported that the Finance Committee reviewed and recommended for approval the Accounts Payable, Ordinance No. O-8-06, and Resolution No. R-20-06.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance No. O-8-06 be removed from the Majority Vote Omnibus Vote Agenda for separate consideration.

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

Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: R. Ferraro and J. Vrdolyak

Item 1: Ordinance No. O-7-06: An Ordinance Determining the Prevailing Rate of Wages in DuPage Cook and Cook County—"Majority Omnibus Vote"

Item 2: Resolution No. R-20-06: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund—"Majority Omnibus Vote"

Commissioner Hartwig moved to adopt Ordinance No. O-8-06: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2006 and Ending April 30, 2007. Seconded by Commissioner Mueller and approved by a Roll Call Vote:

Ayes: R. Benson, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: E. Chaplin

Absent: R. Ferraro and J. Vrdolyak

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: R. Ferraro and J. Vrdolyak

Item 1: Ordinance No. O-9-06: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Concerning the Construction and Operation of Certain Connection Facilities Between the DuPage Water Commission and the Village of Winfield—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-21-06: A Resolution Approving and Ratifying Certain Contract Change Orders at the June 8, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-22-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the June 8, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

Commissioner Benson inquired about the current Lake Michigan water level. Operations Supervisor, Terry McGhee, advised that the water level is up from the same time last year but that overall the water level is down.

NEW BUSINESS

Commissioner Poole suggested that the Commission install refrigerated, wall-hung drinking fountains for guests next to the door to Room 211 and between the two bathrooms on the main floor. General Manager Martin stated that he will look into the details and report back to the Board.

ACCOUNTS PAYABLE

Commissioner Benson moved to approve the Accounts Payable in the amount of \$936.00 subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, D. Zeilenga, and L. Rathje

Nays: None

Pass: G. Wilcox

Absent: R. Ferraro and J. Vrdolyak

PUBLIC COMMENTS

None

EXECUTIVE SESSION

None

Commissioner Mueller moved to adjourn the meeting at 7:48 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
WATER SALES	\$ 3,891,595	5,075,213	(1,183,618)	7,360,975	8,285,667	(924,692)
SALES TAX	2,693,752	2,782,684	(88,932)	5,404,232	5,344,509	59,723
INVESTMENT INCOME	416,060	221,084	194,976	774,264	742,881	31,383
OTHER INCOME	-	50	(50)	-	125	(125)
TOTAL REVENUE	7,001,407	8,079,031	(1,077,624)	13,539,471	14,373,182	(833,711)
EXPENDITURES						
PERSONAL SERVICES	250,183	247,578	2,605	575,138	448,373	126,765
PROFESSIONAL SERVICES	1,233	6,296	(5,063)	11,367	19,245	(7,878)
CONTRACTUAL SERVICES	24,215	20,604	3,611	33,529	34,396	(867)
INSURANCE	6,931	5,969	962	13,861	6,649	7,212
WATER SUPPLY COSTS	4,036,318	3,975,701	60,617	7,887,987	7,262,167	625,820
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	11,821,969	11,083,968	738,001
LAND AND RIGHT OF WAY	-	-	-	-	-	-
CAPITAL EQUIPMENT PURCHASES	2,294	35,843	(33,549)	4,588	44,629	(40,041)
TOTAL EXPENDITURES	4,321,174	4,291,991	29,183	20,348,439	18,899,427	1,449,012
TRANSFER TO OTHER GOVERNMENTS	15,000,000	15,000,000	-	-	15,000,000	-
NET DECREASE IN FUNDS	(12,319,767)	(11,212,960)	(1,106,807)	(6,808,968)	(19,526,245)	(2,282,723)


FUNDS CONSIST OF	June 30, 2006	June 30, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT OAKBROOK BANK LOCK BOX	1,027,462	381,165	646,297
CASH AT VILLA PARK TRUST & SAVINGS	65,857	3,085	62,772
TOTAL CASH	1,101,645	392,576	709,069

	June 30, 2006	June 30, 2005	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	14.53%	9.81%	33.3%	18,818,978	14,115,454	4,703,524
ILLINOIS FUNDS PRIME FUND	20.16%	17.40%	4.2%	26,099,180	25,047,111	1,052,069
GOVERNMENT MONEY MARKET FUNDS	0.00%	0.00%	-9.6%	2,005	2,219	(214)
U. S. TREASURY INVESTMENTS	12.15%	10.66%	2.5%	15,734,445	15,350,056	384,389
U. S. AGENCY INVESTMENTS	32.69%	43.71%	-32.7%	42,323,430	62,917,574	(20,594,144)
CERTIFICATES OF DEPOSIT	20.47%	18.42%	0.0%	26,500,000	26,500,000	-
TOTAL INVESTMENTS	100.00%	100.00%	-12.6%	129,478,038	143,932,414	(14,454,376)
TOTAL FUNDS				130,579,683	144,324,990	(13,745,307)

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

DATE: June 29, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	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 Resolution No. R-23-06	APPROVAL	
<p>Account No. 01-60-6560:</p> <p>The Commission entered into a master contract with Consoer Townsend Envirodyne Engineers, Inc. dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-23-06 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 11: At a cost not-to-exceed \$3,750.00, CTE will perform all work associated with the design of security doors and wall construction to secure the operational area from the reception area.</p>			
<p>MOTION: To approve Resolution No. R-23-06.</p>			

DuPAGE WATER COMMISSION

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 APRIL 13, 2006, DuPAGE WATER COMMISSION MEETING

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

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

WHEREAS, the Consultant 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. 11

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

1. **Project Title:**

Security Doors for DuPage Pump Station

2. **Description and Scope of the Project:**

Provide professional services for the preparation of a design drawing for the installation of security doors at the DuPage Pumping Station.

3. **Services of Consultant:**

A. Basic Services:

1. Site visit to field measure and review requirements with DuPage Water Commission (DWC).
2. Design and documentation of doors and wall construction to secure operational areas from reception area. One 11 x 17 drawing is anticipated and would include plan view, one elevation, one wall section, and door head and jam details. Specifications for the construction materials would be on this drawing. No other specification data (general conditions, contract, etc) would be included.
3. Deliver one submittal to client at 100% and incorporation of DWC review comments.
4. Design, specifications, and installation for security controls is by DWC and is not included.

B. Additional Services:

None

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

None

4. **Commencement Date:**

July 14, 2006

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 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 \$3,750 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 actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

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 July 14, 2006.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

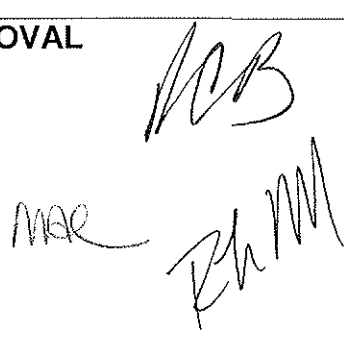
Address: 303 East Wacker Drive, Chicago, Illinois 60601

E-mail Address: mike.winegard@cte.aecom.com

Phone: (312) 373-6631

Fax: (312) 373-6868

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>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</p> <p>Resolution No. R-24-06</p>	APPROVAL	
<p>Account No. 01-60-7915</p> <p>The Commission solicited statements of qualifications and proposals for the performance of a value engineering evaluation of (i) the electrical generation facilities at the 30% design phase for the DuPage Pumping Station and (ii) the feasibility study for the electrical generation facilities at the Lexington Pumping Station. The objectives of the value engineering evaluation are:</p> <ul style="list-style-type: none"> • To identify required changes to the project design to better accomplish the essential functions of the project for the lowest capital cost. • To identify major cost savings in the project without reducing its reliability or performance. • Improve the Commission's confidence in the effectiveness of the design. • To insure project constructability and operability. • To provide input into selected project decisions. <p>Commission staff ranked the five proposals received based on previous experience and ability to meet time constraints; and interviewed the engineering firms that submitted the three most favorably ranked proposals. Based on the presentations given and those factors identified above for the initial evaluation phase, Commission staff is recommending that Fanning and Company, LLC be selected to provide professional engineering services in connection with the project for the lump sum amount of \$195,701.50.</p>			
MOTION: To approve Resolution No. R-24-06.			

DuPAGE WATER COMMISSION

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

WHEREAS, the Commission desires to have a value engineering evaluation of (i) the electrical generation facilities at the 30% design phase for the DuPage Pumping Station and (ii) the feasibility study for the electrical generation facilities at the Lexington Pumping Station; and

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

WHEREAS, based on the presentations given and those factors identified above for the initial evaluation phase, the Commission selected Fanning and Company, LLC to provide professional engineering services in connection with the project;

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

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

SECTION TWO: A Contract between the DuPage Water Commission and Fanning and Company, LLC, 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, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Contract shall not be so executed on behalf of the Commission unless and until the General Manager of the Commission shall have been presented with copies of the Contract executed by Fanning and Company, LLC. Upon execution by the General Manager, the Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
FANNING AND COMPANY, LLC
FOR**

**VALUE ENGINEERING EVALUATION FOR
DESIGN OF ELECTRICAL GENERATION SYSTEMS
FOR THE DuPAGE AND LEXINGTON
PUMPING STATIONS**

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
FANNING AND COMPANY, LLC
FOR
VALUE ENGINEERING EVALUATION FOR
DESIGN OF ELECTRICAL GENERATION SYSTEMS FOR THE DUPAGE AND
LEXINGTON PUMPING STATIONS

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ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

ATTACHMENT C - Submittal Schedule

ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
FANNING AND COMPANY, LLC
FOR
VALUE ENGINEERING EVALUATION FOR
DESIGN OF ELECTRICAL GENERATION SYSTEMS FOR THE DUPAGE AND
LEXINGTON PUMPING STATIONS

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 Fanning and Company, 288 Sea Marsh Drive, Johns Island, South Carolina 29455, a South Carolina Limited Liability Corporation ("Consultant"), make this Contract as of 14th day of July, 2006, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

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

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

1.8 Owner's Responsibilities

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

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

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

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of

overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction,

instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Warranty of Services

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

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

3.2 Corrections

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

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding

any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

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

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against

Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

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

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

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

in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

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

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: R. Christopher Bostick
Facilities Construction Supervisor

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

Fanning and Company, LLC
288 Sea Marsh Drive
Johns Island, South Carolina 29455
Attention: Daniel P. Fanning
President

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

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act,

775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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

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

7.12 Documents

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____

By: _____
Robert L. Martin

Title: _____

Title: _____
General Manager

Attest/Witness:

FANNING AND COMPANY, LLC

By: _____

By: _____
Daniel P. Fanning

Title: _____

Title: _____
President

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Value Engineering Evaluation for Design of Electrical Generation Systems for the DuPage and Lexington Pumping Stations.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations:

None

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **Completion Date:**

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

5. **Insurance Coverages:**

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

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

(2) **Employer's Liability:**

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

All employees shall be included as insureds.

C. **Professional Liability Insurance.** With a limit of liability of not less than \$1,000,000 per occurrence and covering Consultant against all sums that

Consultant may be obligated to pay on account of any liability arising out of the Contract.

6. **Contract Price:**

SCHEDULE OF PRICES

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

One Hundred Ninety Five Thousand Seven Hundred One (in writing)	Dollars and <u>Fifty</u> Cents (in writing)
<u>\$195,701</u> (in figures)	Dollars and <u>50</u> Cents (in figures)

7. **Payments:**

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

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

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

ATTACHMENT B

SCOPE OF SERVICES

Perform a value engineering evaluation of (i) the electrical generation facilities at the 30% design phase for the DuPage Pumping Station and (ii) the feasibility study for the electrical generation facilities at the Lexington Pumping Station. The objectives of the value engineering evaluation are:

- To identify required changes to the project design to better accomplish the essential functions of the project for the lowest capital cost.
- To identify major cost savings in the project without reducing its reliability or performance.
- Improve Owner's confidence in the effectiveness of the design.
- To insure project constructability and operability.
- To provide input into selected project decisions.

Pre-Study Preparation

- Meet with Owner (DWC) Staff to secure documents relevant to the DuPage Pumping Station (DPPS) facilities design and the Lexington Pumping Station (LPS) Feasibility Study.
- Meet with Camp, Dresser and McKee (CDM) to secure documents relevant to the DPPS facilities study and design.
- Meet with Greeley & Hansen (G&H) and McDonough Associates, Inc. (MAI) to secure documents relevant to the LPS Feasibility Study.
- Review and edit documents.

Study Phase

Day One:

- Conduct site visits at both DPPS and LPS.
- Prepare and review study agenda.

Day Two:

- Briefing of combined VE Team (Key Project and Subconsultant personnel designated by Consultant) by CDM.
- Briefing of combined VE Team by G&H and MAI.
- Briefing of combined VE Team by DWC of Stakeholder Priorities.
- Begin Functional Analysis of Both DPPS and LPS by combined VE Team.

Day Three:

- Complete and Review Functional Analysis Results of Both DPPS and LPS by combined VE Team.
- Brainstorming for Ideas Guided by Critical Functions by combined VE Team.
- Review, Evaluate, and Combine Ideas.
- Separate combined VE Team into Two Teams.

Day Four:

- Two Teams Cut Idea Lists to Manageable Number for Development.
- Split into Mini-Development Groups.
- Review potential Development List with DWC by Two Separate Teams.
- Re-visit DPPS and LPS as Necessary as Two Separate Teams.

Day Five:

- Development of Ideas into Recommendations, Two Teams Working Separately.
- Re-visit DPPS and LPS as Necessary as Two Separate Teams.
- Separate Teams Share Resources to Focus Expertise on Particular Development Challenges.

Day Six:

- Complete Development of Recommendations, Two Teams Working Separately.
- Review of Recommendations by Combined Teams.
- Complete Recommendations; Provide Back-Up Documentation, Two Teams Working Separately.
- Review of Recommendations/Discussion with DWC, Combined Teams.

Day Seven:

- Review Final Recommendations, Provide Back-Up Documentation.
- Begin Initial Report Writing and Editing
- Possible Further Review Meeting with DWC.

Post-Study Phase

- Prepare and Deliver 12 Copies (Six Copies-DPPS, Six Copies-LPS) of Final Reports.
- Meet with DWC Staff to discuss Final Reports.
- Make Presentation at DuPage Water Commission board meeting, date TBD.

ATTACHMENT C
SUBMITTAL SCHEDULE

NONE

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:	Telephone:
Daniel P. Fanning, President	843-860-8311
Susan C. Fanning, Vice President	843-860-8311
Brian Ruck, P.E., Senior CVS	843-860-8311
Robert B. Smith, P.E., Senior CVS	843-860-8311

2. DWC Security:

- A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform services of a similar nature to the Services to be provided under the Contract 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 the Services, 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 will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:
- a. 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)
 - b. Education History
 - c. Military Service
 - d. Character and Reputation References

e. Verification of Identity

f. 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 the Services, 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.

3. CDWM Security:

A. If Consultant, in the performance of the Project, has or will have access to Chicago Department of Water Management (CDWM) facilities, the City of Chicago (City) may conduct such background and employment checks, including criminal history checks and work permit documentation, as the CDWM and the City may deem necessary, on Consultant, any subconsultant, or any of their respective employees. The CDWM has the right to require Consultant to supply or provide access to any additional information the CDWM deems relevant. Before beginning work on the Project, Consultant must:

a. Provide the City with a list of all employees (for purposes of this Section 3, "employee" refers to any individual employed or engaged by Consultant or by any of Consultant's subconsultants) requiring access

to enable the City to conduct such background and employment checks;

- b. Deliver to the City consent forms signed by all employees who will work on the Project and that do not have current CDWM security badges consenting to the City's and Consultant's performance of the background checks; and
 - c. Deliver to the City consent forms signed by all employees who will require access to the CDWM facility and do not now have CDWM security badges consenting to the searches described in this Section 3.
- B. The CDWM may preclude Consultant, any subconsultant, or any employee from performing on the Project. Further, Consultant must immediately report any information to the CDWM relating to any threat to CDWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. Consultant must, notwithstanding anything contained in the Contract to the contrary, at no additional cost to the City, adhere, and cause its subconsultants to adhere, to any security and safety guidelines developed by the City and furnished to Consultant from time to time during the term of the Project and any extensions of it.
- C. Each employee whom Consultant wishes to have access to a CDWM facility must submit a signed, completed "Area Access Application" to the CDWM to receive a CDWM Security Badge. If Consultant wishes a vehicle to have access to a CDWM facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the CDWM's discretion may require including, name, address, date of birth, social security number (and for vehicles: make, model, driver's license number, vehicle license plate number, and appropriate stickers). Consultant is responsible for requesting and completing these forms for each employee who will be working as CDWM facilities and at the CDWM's sole discretion. Consultant must make available to the CDWM, within one business day of request, the personnel file of any employee who will be working on the Project.
- D. At the CDWM'S request, Consultant and subconsultant must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the Project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the CDWM. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.
- E. CDWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on CDWM property.

- F. The following rules related to Security Badges and Vehicle Permits must be adhered to:
- a. Each employee must wear and display the CDWM Security Badge issued to that employee on their outer apparel at all times. At the sole discretion of the CDWM and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents are subject to interior and/or exterior inspection entering or exiting CDWM facilities, and all employees and other individuals entering or exiting CDWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The CDWM may deny access to any vehicle or individual at the CDWM'S sole discretion.
 - b. All individuals operating a vehicle on CDWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Drivers License.
 - c. All required City Stickers and State Vehicle Inspection stickers must be valid.
 - d. Individuals must remain within their assigned area unless otherwise instructed by the CDWM or the City.
- G. Access to the CDWM property will be determined by the CDWM. The CDWM may deny access when, at the CDWM's sole discretion, the vehicle or individual poses some security risk to CDWM.
- H. Unauthorized hazardous or illegal material, including but not limited to hazardous materials as defined in 49 CFR Parts 100-185 (e.g., explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on CDWM property. Alcoholic beverages are also prohibited.



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

FROM: Robert L. Martin, P.E.
General Manager *[Signature]*

DATE: July 7, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. Ordinance No. O-7-06: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County was filed with the Secretary of State and the Department of Labor of the State of Illinois.



DuPage Water Commission

MEMORANDUM

TO: Robert Martin, General Manager

FROM: R. Max Richter, Financial Administrator

DATE: July 6, 2006

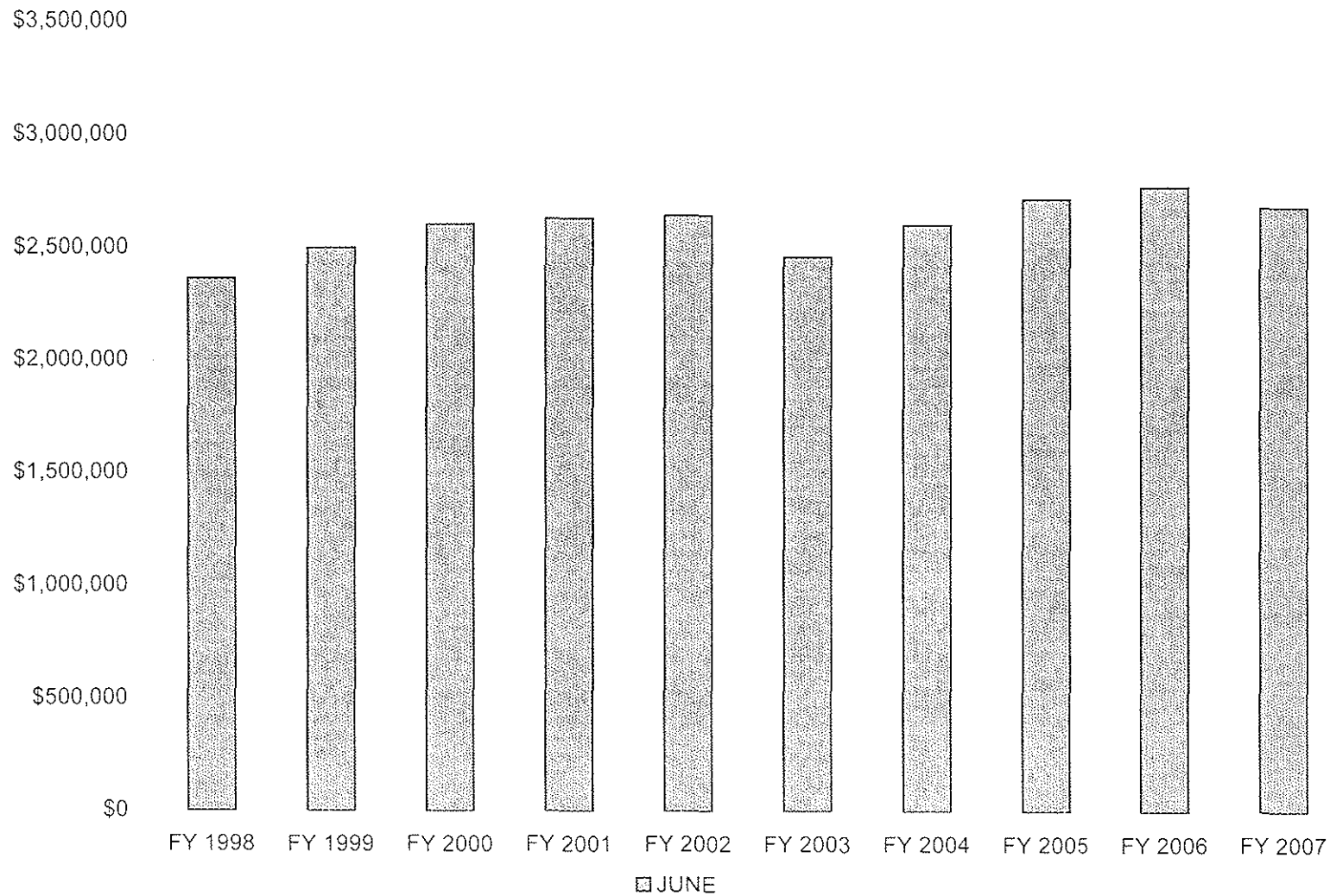
SUBJECT: Financial Report – June

- Water sales for the fiscal year are under budget by \$1,248,000 (15.3%) and water purchases from Chicago are under budget by \$1,581,000 (17.2%).
- June sales tax collections (March sales) were \$88,932 (3.2%) less than the same period last fiscal year.
- The over budget condition in investment income is due to higher than budgeted investment yields.
- Commission's investment portfolio had a market value of \$129.5 million on June 30, 2006. The original purchase price of the portfolio was \$130.1 million. The portfolio was earning approximately 4.96% based on market yield and 4.26% based on original purchase price.
- The payment obligation to DuPage County was made on July 1 as required.

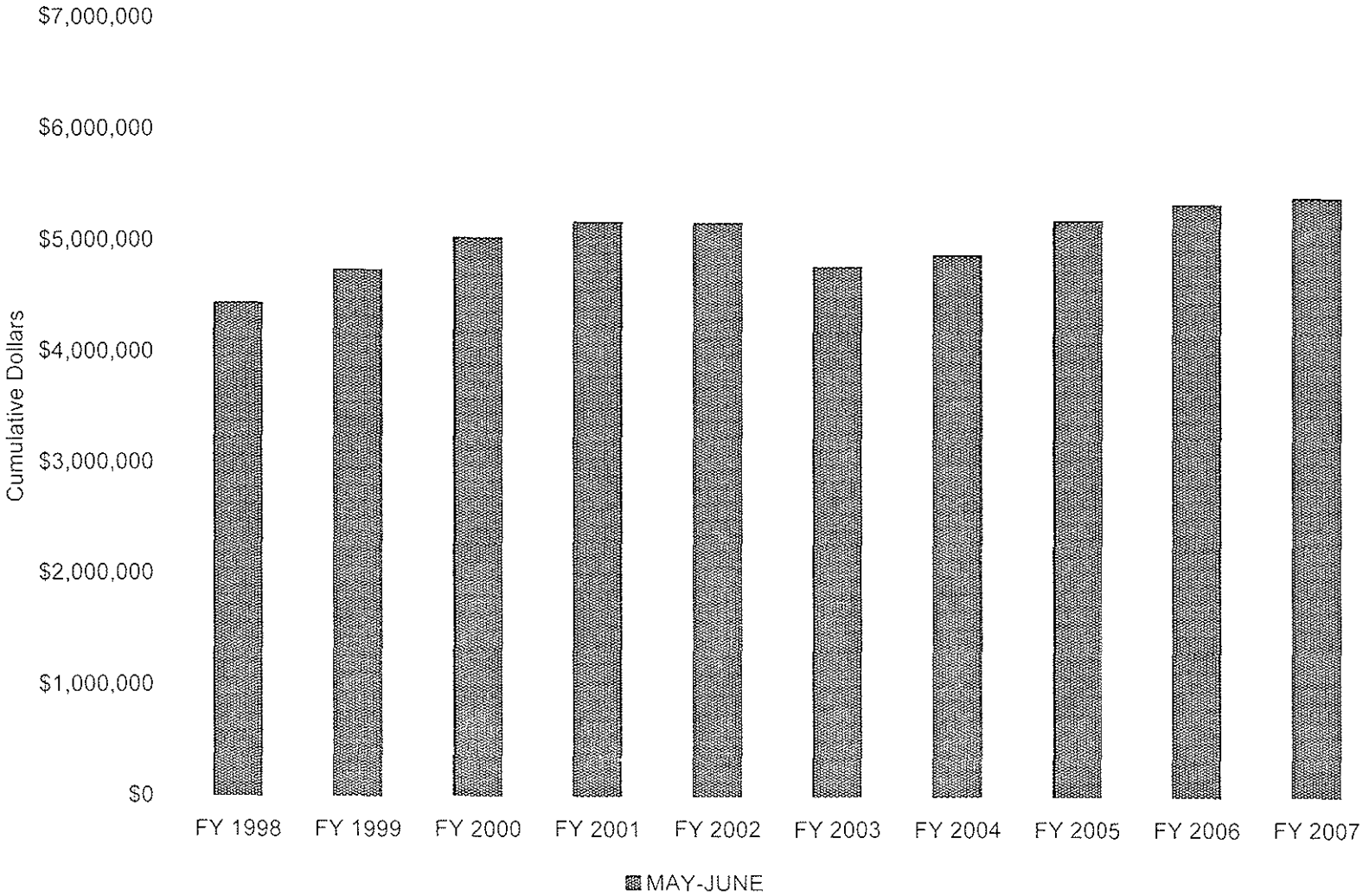
cc: Chairman and Commissioners

Financial Report – 2006.06

DuPage Water Commission
Sales Tax Collected - Current Month



DuPage Water Commission
Sales Tax Collections - Year to Date



	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
WATER SERVICE	49,400,736.00	4,365,127.13	0.00	8,257,086.63	0.00	41,143,649.37	16.71
TAXES	35,677,396.00	2,693,752.34	0.00	5,404,232.85	0.00	30,273,163.15	15.15
OTHER INCOME	4,540,280.00	650,104.84	0.00	1,208,697.40	0.00	3,331,582.60	26.62
TOTAL REVENUES	89,618,412.00	7,708,984.31	0.00	14,870,016.88	0.00	74,748,395.12	16.59
EXPENDITURE SUMMARY							
ADMINISTRATION							
PERSONNEL SERVICES	5,125,378.00	271,468.17	0.00	555,787.06	0.00	4,569,590.94	10.84
CONTRACT SERVICES	641,181.00	37,621.07	0.00	53,701.29	0.00	587,479.71	8.38
INSURANCE	864,484.00	63,993.58	0.00	129,888.24	0.00	734,595.76	15.02
OPERATIONAL SUPPORT SRVS	815,193.00	37,512.92	0.00	101,522.16	0.00	713,670.84	12.45
WATER OPERATION	54,910,943.00	4,846,767.49	0.00	8,960,857.28	0.00	45,950,085.72	16.32
BOND INTEREST	8,208,650.00	687,345.08	0.00	1,378,171.68	0.00	6,830,478.32	16.79
CAPITAL	6,839,725.00	555,601.90	0.00	1,109,473.83	0.00	5,730,251.17	16.22
WORK IN PROGRESS	0.00	63,066.65	0.00	1,887,388.59	0.00	(1,887,388.59)	0.00
TOTAL ADMINISTRATION	77,405,554.00	6,563,376.86	0.00	14,176,790.13	0.00	63,228,763.87	18.31
TOTAL EXPENDITURES	77,405,554.00	6,563,376.86	0.00	14,176,790.13	0.00	63,228,763.87	18.31
REVENUE OVER/(UNDER) EXPENDITURES	12,212,858.00	1,145,607.45	0.00	693,226.75	0.00	11,519,631.25	5.68

BALANCE SHEET

AS OF: JUNE 30TH, 2006

01 -WATER FUND

ACCOUNT #	ACCOUNT NAME	BALANCE
<u>ASSETS</u>		
<u>CURRENT</u>		
	CASH	1,101,644.80
	INVESTMENTS	129,478,038.41
	ACCOUNTS RECEIVABLE	
	WATER SALES	4,656,039.09
	INTEREST RECEIVABLE	1,218,032.84
	OTHER	8,348,965.73
	INVENTORY & PREPAIDS	484,038.93
	TOTAL CURRENT ASSETS	145,286,759.80
<u>NONCURRENT ASSETS</u>		
	FIXED ASSETS	447,457,664.93
	LESS: ACCUMULATED DEPRECIATION	(86,982,389.62)
	CONSTRUCTION WORK IN PROGRESS	15,820,455.76
	LONG TERM RECEIVABLES	4,999,623.00
	DEFERRED WATER SUPPLY CONTRACTS	0.00
	TOTAL NONCURRENT ASSETS	381,295,354.07
	TOTAL ASSETS	526,582,113.87
<u>LIABILITIES</u>		
<u>CURRENT LIABILITIES</u>		
	ACCOUNTS PAYABLE	5,492,411.47
	BONDS PAYABLE	18,895,000.00
	DUE TO THE COUNTY	0.00
	ACCRUED INTEREST	1,904,331.25
	CONTRACT RETENTION	243,355.02
	DEFERRED REVENUE	2,691,020.31
	TOTAL CURRENT LIABILITIES	29,226,118.05
<u>NONCURRENT LIABILITIES</u>		
	REVENUE BONDS	96,861,983.03
	GENERAL OBLIGATION BONDS	46,670,355.37
	DUE TO THE COUNTY	15,000,000.00
	TOTAL NONCURRENT LIABILITIES	158,532,338.40
	TOTAL LIABILITIES	187,758,456.45
	BEGINNING EQUITY/RESERVES	338,130,430.67
	TOTAL REVENUE	14,870,016.88
	TOTAL EXPENSES	14,176,790.13
	TOTAL EQUITY/RESERVES	693,226.75
	NET ASSETS	526,582,113.87

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
June 30, 2006

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/06	BID PRICE 06/30/06
Water Fund Depository Accounts (WF-1210)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ 552,979.15	\$ 552,979.15	\$ -	\$ 552,979.15	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	\$ 1,109,579.43	\$ 1,109,579.43	\$ -	\$ 1,109,579.43	\$ -	100.000
				4.980%	4.980%	\$ 1,662,558.58	\$ 1,662,558.58	\$ -	\$ 1,662,558.58	\$ -	
Water Fund Oper. & Maint. Acct. (WF-1211)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ 6,028,138.70	\$ 6,028,138.70	\$ -	\$ 6,028,138.70	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	\$ 5,399,853.39	\$ 5,399,853.39	\$ -	\$ 5,399,853.39	\$ -	100.000
				4.880%	4.880%	\$ 11,427,992.09	\$ 11,427,992.09	\$ -	\$ 11,427,992.09	\$ -	
Revenue Bond Interest Account (WF-1212)											
One Group Government Money Market	1.120%	06/30/06	07/01/06	1.120%	1.120%	\$ 217.23	\$ 217.23	\$ -	\$ 217.23	\$ 0.81	100.000
U. S. Treas. Notes (JP Morgan)	2.500%	05/15/06	10/31/06	4.438%	5.140%	\$ 545,000.00	\$ 540,060.94	\$ (85.13)	\$ 540,146.07	\$ 2,270.83	99.094
U. S. Treas. Notes (JP Morgan)	2.500%	06/09/06	10/31/06	4.422%	5.140%	\$ 469,000.00	\$ 464,749.69	\$ (696.17)	\$ 465,445.86	\$ 1,954.17	99.094
				4.430%	5.139%	\$ 1,014,217.23	\$ 1,005,027.86	\$ (781.30)	\$ 1,005,809.16	\$ 4,225.81	
Revenue Bond Principal (WF-1213)											
One Group Government Money Market	1.120%	06/30/06	07/01/06	1.120%	1.120%	\$ 728.75	\$ 728.75	\$ -	\$ 728.75	\$ 2.45	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	05/15/06	04/30/07	4.777%	5.310%	\$ 901,000.00	\$ 888,329.69	\$ (3,026.80)	\$ 891,356.49	\$ 5,443.54	98.594
U. S. Treas. Notes (JP Morgan)	3.625%	06/09/06	04/30/07	4.861%	5.310%	\$ 729,000.00	\$ 718,748.44	\$ (2,448.99)	\$ 721,197.43	\$ 4,404.38	98.594
				4.813%	5.308%	\$ 1,630,728.75	\$ 1,607,806.88	\$ (5,475.79)	\$ 1,613,282.67	\$ 9,850.37	
Revenue Bond Debt Svc. Reserve (WF-1214)											
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Oper. & Maint. Res. (WF-1215)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ 1,485,293.33	\$ 1,485,293.33	\$ -	\$ 1,485,293.33	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	\$ 5,159,982.78	\$ 5,159,982.78	\$ -	\$ 5,159,982.78	\$ -	100.000
F.H.L.B (JP Morgan)	3.100%	11/09/04	11/08/06	3.205%	5.475%	\$ 5,000,000.00	\$ 4,959,000.00	\$ (30,900.00)	\$ 4,989,900.00	\$ 22,388.89	99.180
				4.254%	5.224%	\$ 11,645,276.11	\$ 11,604,276.11	\$ (30,900.00)	\$ 11,635,176.11	\$ 22,388.89	


FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 06/30/06	BID PRICE 06/30/06
Water Fund Depreciation Account (WF-1216)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ 1,906,604.57	\$ 1,906,604.57	\$ -	\$ 1,906,604.57	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	3,499,886.86	3,499,886.86	-	3,499,886.86	-	100.000
				4.970%	4.970%	\$ 5,406,491.43	\$ 5,406,491.43	\$ -	\$ 5,406,491.43	\$ -	
Water Fund General Account (WF-1217)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ 1,127,675.24	\$ 1,127,675.24	\$ -	\$ 1,127,675.24	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	530,618.42	530,618.42	-	530,618.42	-	100.000
F.H.L.M.C. (RBC D. Rauscher)	5.500%	07/30/04	07/15/06	2.934%	4.100%	10,000,000.00	10,003,125.00	(481,275.00)	10,484,400.00	252,083.33	100.031
F.H.L.M.C. (RBC D. Rauscher)	3.125%	10/07/04	09/22/06	3.034%	5.440%	10,000,000.00	9,946,880.00	(70,120.00)	10,017,000.00	85,069.44	99.469
F.H.L.B. (JP Morgan)	3.100%	11/09/04	11/08/06	3.205%	5.475%	5,000,000.00	4,959,000.00	(30,900.00)	4,989,900.00	22,388.89	99.180
F.H.L.B. STEP-UP (JP Morgan)	4.000%	11/16/04	02/16/07	3.750%	5.631%	10,000,000.00	9,968,000.00	(32,000.00)	10,000,000.00	50,000.00	99.680
				3.305%	5.101%	\$ 36,658,293.66	\$ 36,535,298.66	\$ (614,295.00)	\$ 37,149,593.66	\$ 409,541.66	
Water Fund General Account (WF-1218)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ -	\$ -	\$ -	\$ -	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	-	-	-	-	-	100.000
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax Funds (WF-1230)											
Illinois Funds-Money Market	4.637%	06/30/06	07/01/06	4.637%	4.637%	\$ 7,718,286.82	\$ 7,718,286.82	\$ -	\$ 7,718,286.82	\$ -	100.000
Illinois Funds-Prime Fund	5.151%	06/30/06	07/01/06	5.151%	5.151%	10,399,259.73	10,399,259.73	-	10,399,259.73	-	100.000
Cert. of Deposit (West Suburban Bank)	3.826%	07/15/05	07/17/06	3.826%	3.826%	5,935,100.00	5,935,100.00	-	5,935,100.00	217,756.38	100.000
F.H.L.B. (William Blair)	2.950%	01/14/05	09/14/06	3.346%	5.550%	2,500,000.00	2,487,425.00	3,400.00	2,484,025.00	21,715.28	99.497
Cert. of Deposit (Suburban Bank & Trust)	4.630%	10/17/05	10/16/06	4.630%	4.630%	6,000,000.00	6,000,000.00	-	6,000,000.00	194,840.55	100.000
Cert. of Deposit (West Suburban Bank)	4.426%	10/14/05	10/16/06	4.426%	4.426%	64,900.00	64,900.00	-	64,900.00	2,038.18	100.000
Cert. of Deposit (Oak Brook Bank)	4.700%	01/13/06	01/14/07	4.700%	4.700%	6,000,000.00	6,000,000.00	-	6,000,000.00	129,797.26	100.000
Cert. of Deposit (Mid America Bank)	4.850%	04/17/06	04/16/07	4.850%	4.850%	6,000,000.00	6,000,000.00	-	6,000,000.00	58,997.26	100.000
Cert. of Deposit (Winfield Community Bank)	4.000%	06/21/06	06/15/07	4.000%	4.000%	2,500,000.00	2,500,000.00	-	2,500,000.00	2,465.75	100.000
				4.580%	4.697%	\$ 47,117,546.55	\$ 47,104,971.55	\$ 3,400.00	\$ 47,101,571.55	\$ 627,610.66	
2001 G. O. Bonds Debt Service (WF-1243)											
ABN AMRO Government Money Market	4.879%	06/30/06	07/01/06	4.879%	4.879%	\$ 1,059.31	\$ 1,059.31	\$ -	\$ 1,059.31	\$ 4.20	100.000
U. S. Treas. Notes (LaSalle Bank)	2.375%	02/24/06	08/31/06	4.669%	4.930%	1,500,000.00	1,492,500.00	9,960.94	1,482,539.06	11,875.00	99.500
U. S. Treas. Notes (LaSalle Bank)	3.375%	02/24/06	02/28/07	4.751%	5.300%	11,544,000.00	11,396,092.50	7,215.00	11,388,877.50		



DuPage Water Commission

MEMORANDUM

TO: Finance Committee

FROM: R. Max Richter 
Financial Administrator

DATE: July 6, 2006

SUBJECT: A/P History Report
A/P Regular Open Item Register

The following is a summary of the Historical Check Report and Accounts Payables for the July 13 Commission meeting as requested by the Finance Committee.

March A/P History Check Report (1)	\$20,839,529.05
A/P Regular Open Item Register	675.00
Total	<u>\$20,840,204.05</u>

(1) Previously authorized

PACKET: 00465 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1101		HOLLAND & KNIGHT LLP				
I-200606220854		LEGAL SERVICES: MAY 2006	675.00			
7/13/2006	IL	DUE: 6/13/2006 DISC: 6/13/2006				
		LEGAL SERVICES: MAY 2006		01 60-6251	LEGAL SERVICES- GENERAL	675.00
=== VENDOR TOTALS ===			675.00			
*** PACKET TOTALS ***			675.00			

PACKET: 00465 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	675.00
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	675.00
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** G/L ACCOUNT TOTALS **

					LINE ITEM												GROUP BUDGET											
					ANNUAL BUDGET			BUDGET AVAILABLE			OVER BUDG			ANNUAL BUDGET			BUDGET AVAILABLE			OVER BUDG								
BANK	YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG									
	2006-2007	01 -60-6251	LEGAL SERVICES- GENERAL	675.00	80,000	80,842.50																						
			** 2006-2007 YEAR TOTALS	675.00																								

PACKET: 00465 HOLD FOR BOARD MEETING
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
<hr/>		
01	7/2006	675.00

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		DISCOUNT	CHECK	CHECK
			DATE	AMOUNT		NO	AMOUNT
1169	ADT SECURITY SERVICES INC.						
I-30023221	SECURITY: 07/01/06-09/30/06	R	6/23/2006	109.10		001728	109.10
	*** VENDOR TOTALS ***					1 CHECKS	109.10
1087	ALLIANCE WINDOW CLEANING INC.						
I-87207	WINDOW WASHING: JUNE 2006	R	6/23/2006	164.00		001729	164.00
	*** VENDOR TOTALS ***					1 CHECKS	164.00
1133	ALVORD, BURDICK & HOWSON, LLC						
I-104	TW-2	R	6/09/2006	257.40		001678	
I-105	TW-2	R	6/09/2006	13,609.05		001678	
I-D0602-2	INTERFERENCE TESTING	R	6/09/2006	79.01		001678	13,945.46
	*** VENDOR TOTALS ***					1 CHECKS	13,945.46
1226	AMERICAN BAR ASSOCIATION						
I-2501591530	ABA MEMBERSHIP DUES: CROWLEY	R	6/09/2006	394.25		001679	394.25
	*** VENDOR TOTALS ***					1 CHECKS	394.25
1088	AMERICAN WATER WORKS ASSOCIATI						
I-2000492998	MEMBERSHIP DUES - R. MARTIN	R	6/09/2006	275.00		001680	275.00
	*** VENDOR TOTALS ***					1 CHECKS	275.00
1397	AT&T						
I-200606010841	DPPS PHONE SERV.: 05/22-06/21	R	6/09/2006	306.50		001681	306.50
1397	AT&T						
I-200606210852	TANK SITE # 1: 06/04-07/03/06	R	6/23/2006	18.72		001730	18.72
	*** VENDOR TOTALS ***					2 CHECKS	325.22
1072	AVALON PETROLEUM COMPANY						
I-411765	GASOLINE	R	6/23/2006	2,781.00		001731	2,781.00
	*** VENDOR TOTALS ***					1 CHECKS	2,781.00
1089	BERLAND'S HOUSE OF TOOLS						
I-336921	METER STATION MAINTENANCE	R	6/09/2006	35.05		001682	35.05
1089	BERLAND'S HOUSE OF TOOLS						
I-337203	ROV MAINTENANCE	R	6/23/2006	72.35		001732	72.35
	*** VENDOR TOTALS ***					2 CHECKS	107.40
1402	C & H BUILDING SPECIALTIES INC						
I-11507	SNAP LOCKS & KEYS FOR TS	R	6/09/2006	210.00		001683	210.00
	*** VENDOR TOTALS ***					1 CHECKS	210.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1049	CAMP DRESSER & MCKEE INC.						
I-80226546/15	PIPE LOOP TESTING: 03/05-04/01	R	6/09/2006	3,716.09		001684	
I-80228207/16	PIPE LOOP TESTING: 04/02-04/29	R	6/09/2006	7,525.27		001684	11,241.36
	*** VENDOR TOTALS ***					1 CHECKS	11,241.36
1177	CATHODIC PROTECTION MANAGEMENT						
I-1903	TECH. SUP. - BOV-2	R	6/09/2006	5,252.60		001725	
I-CP-3 # 10	CORROSION SURVEY	R	6/09/2006	11,627.91		001725	16,880.51
	*** VENDOR TOTALS ***					1 CHECKS	16,880.51
1406	CHARLES EQUIPMENT CO.						
I-137997	ANN. MAINT. OF EMER. GENERATOR	R	6/23/2006	740.00		001733	740.00
	*** VENDOR TOTALS ***					1 CHECKS	740.00
1134	CITY OF CHICAGO DEPARTMENT OF						
I-200606200851	LEX. PUMP STA. LABOR: 04/06	R	6/23/2006	29,126.04		001734	29,126.04
	*** VENDOR TOTALS ***					1 CHECKS	29,126.04
1135	CITY OF CHICAGO SUPERINTENDENT						
I-200606020843	WATER BILLING: 04/01-05/31/06	R	6/09/2006	2,710,266.78		001685	2,710,266.78
	*** VENDOR TOTALS ***					1 CHECKS	2,710,266.78
1179	CHICAGO TRIBUNE						
I-580972001	BUDGET LEGAL NOTICE	R	6/09/2006	257.50		001686	257.50
	*** VENDOR TOTALS ***					1 CHECKS	257.50
1009	COMED						
I-200606070845	METER STATION ELECTRIC SERVICE	R	6/09/2006	4,256.85		001687	4,256.85
	*** VENDOR TOTALS ***					1 CHECKS	4,256.85
1136	CONSTELLATION NEWENERGY						
I-00981582	DPFS ELECT. SERV: 04/24-05/23	R	6/09/2006	167,933.49		001688	167,933.49
1136	CONSTELLATION NEWENERGY						
I-00985987	DPFS ELECT. SERV.: CORRECTION	R	6/23/2006	5,110.30		001735	5,110.30
	*** VENDOR TOTALS ***					2 CHECKS	173,043.79
1024	CTE ENGINEERS						
I-4067502	CONCRETE RESERVOIR - 05/06	R	6/23/2006	2,064.31		001736	
I-60002764-06	HYDRODYNAMIC MIXING SYSTEM	R	6/23/2006	3,277.66		001736	5,341.97
	*** VENDOR TOTALS ***					1 CHECKS	5,341.97

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1025	DANKA OFFICE IMAGING						
I-704840051	COPIER MAINT.: 06/14-07/13/06	R	6/23/2006	89.69		001737	89.69
	*** VENDOR TOTALS ***					1 CHECKS	89.69
1014	DHL EXPRESS (USA) INC.						
I-W3507232	OVERNIGHT MAIL	R	6/09/2006	93.89		001689	93.89
1014	DHL EXPRESS (USA) INC.						
I-W4833264	OVERNIGHT MAIL	R	6/23/2006	506.39		001738	506.39
	*** VENDOR TOTALS ***					2 CHECKS	600.28
1232	DUPAGE COUNTY TREASURER						
I-2142	PA 93-0226 - ANNUAL PYMT	R	6/28/2006	15,000,000.00		001765	15,000,000.00
	*** VENDOR TOTALS ***					1 CHECKS	15,000,000.00
1283	E.H. WACHS COMPANY						
I-INV020005	TELESCOPING KEY	R	6/23/2006	113.70		001739	113.70
	*** VENDOR TOTALS ***					1 CHECKS	113.70
1097	ELMHURST PLAZA STANDARD INC.						
I-28724	VEHICLE MAINTENANCE: M-79697	R	6/09/2006	535.31		001690	535.31
	*** VENDOR TOTALS ***					1 CHECKS	535.31
1154	ENGLEWOOD ELECTRIC SUPPLY CO.						
I-608184	METER STATION MAINTENANCE	R	6/23/2006	670.80		001740	670.80
	*** VENDOR TOTALS ***					1 CHECKS	670.80
1096	ESRI						
I-91331202	ARCGIS NETWORK LICENSE	R	6/09/2006	1,212.84		001691	1,212.84
	*** VENDOR TOTALS ***					1 CHECKS	1,212.84
1026	EXCALIBUR REFRESHMENT CONCEPTS						
I-54064	COFFEE & SUPPLIES	R	6/23/2006	211.35		001741	211.35
	*** VENDOR TOTALS ***					1 CHECKS	211.35
1065	FEDEX						
I-1-025-83175	OVERNIGHT MAIL	R	6/09/2006	253.56		001692	253.56
	*** VENDOR TOTALS ***					1 CHECKS	253.56
1400	FOUNTAIN PEOPLE, INC.						
I-0032966-IN	MAINTENANCE SUPPLIES	R	6/09/2006	298.00		001693	298.00
	*** VENDOR TOTALS ***					1 CHECKS	298.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1399	GREELEY AND HANSEN						
I-INV-0000199442	LEX PS FEASIBILITY STUDY	R	6/09/2006	41,645.73		001694	41,645.73
	*** VENDOR TOTALS ***					1 CHECKS	41,645.73
1101	HOLLAND & KNIGHT LLP						
I-200606010839	LEGAL SERVICES: APRIL 2006	R	6/09/2006	936.00		001695	936.00
	*** VENDOR TOTALS ***					1 CHECKS	936.00
1050	HOME DEPOT CREDIT SERVICES						
I-0591604	MAINTENANCE SUPPLIES	R	6/09/2006	72.45		001696	
I-1043166	METER STATION MAINTENANCE	R	6/09/2006	33.95		001696	
I-2021769	PIPELINE SUPPLIES	R	6/09/2006	61.62		001696	
I-2022600	METER STATION MAINTENANCE	R	6/09/2006	51.36		001696	
I-2365350	MAINTENANCE SUPPLIES	R	6/09/2006	94.67		001696	
I-2375778	MAINTENANCE SUPPLIES	R	6/09/2006	44.82		001696	
I-3036656	TANK SITE MAINTENANCE	R	6/09/2006	102.09		001696	
I-3042857	METER STATION MAINTENANCE	R	6/09/2006	16.97		001696	
I-5013830	MAINTENANCE SUPPLIES	R	6/09/2006	29.97		001696	
I-5038527	MAINTENANCE SUPPLIES	R	6/09/2006	43.08		001696	
I-5102729	TANK SITE MAINTENANCE	R	6/09/2006	142.88		001696	
I-6063066	MAINTENANCE SUPPLIES	R	6/09/2006	73.39		001696	
I-7590083	MAINTENANCE SUPPLIES	R	6/09/2006	122.85		001696	890.10
	*** VENDOR TOTALS ***					1 CHECKS	890.10
1225	IKON OFFICE SOLUTIONS						
I-26941765	COPIER MAINT.: 04/11-05/18	R	6/09/2006	823.54		001697	823.54
	*** VENDOR TOTALS ***					1 CHECKS	823.54
1053	ILLINOIS PUBLIC RISK FUND						
I-200606220855	WORKERS COMPENSATION INS.	R	6/23/2006	6,931.00		001742	6,931.00
	*** VENDOR TOTALS ***					1 CHECKS	6,931.00
1156	ILLINOIS STATE POLICE						
I-200606080847	RADIO SERVICE: 07/01-09/30/06	R	6/09/2006	1,282.50		001698	1,282.50
	*** VENDOR TOTALS ***					1 CHECKS	1,282.50
1080	INCODE-CMS						
I-INV0042666	TRAINING/IMPLEMENTATION	R	6/23/2006	3,451.15		001743	3,451.15
	*** VENDOR TOTALS ***					1 CHECKS	3,451.15
1104	ITG SOLUTIONS, INC.						
I-78482	MAINTENANCE SUPPLIES	R	6/23/2006	91.50		001744	91.50
	*** VENDOR TOTALS ***					1 CHECKS	91.50

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1198	JM PROCESS SYSTEMS, INC.						
I-52406 A	FREE CHLORINE FLOW SENSOR	R	6/09/2006	654.32		001699	654.32
	*** VENDOR TOTALS ***					1 CHECKS	654.32
1211	JOHN DEERE LANDSCAPES						
I-09915734	MAINTENANCE SUPPLIES	R	6/09/2006	4.87		001700	
I-09926571	MAINTENANCE SUPPLIES	R	6/09/2006	41.56		001700	46.43
	*** VENDOR TOTALS ***					1 CHECKS	46.43
1032	JULIE, INC.						
I-05-06-0434	UTILITY LOCATES: MAY 2006	R	6/23/2006	6,613.00		001745	6,613.00
	*** VENDOR TOTALS ***					1 CHECKS	6,613.00
1196	KARA COMPANY, INC.						
I-202094	LOCATING PAINT	R	6/09/2006	384.00		001701	384.00
	*** VENDOR TOTALS ***					1 CHECKS	384.00
1054	MCMMASTER-CARR SUPPLY COMPANY						
I-44382702	MAINTENANCE SUPPLIES	R	6/09/2006	8.82		001702	
I-44800209	MAINTENANCE SUPPLIES	R	6/09/2006	13.02	0.26CR	001702	
I-44876322	MAINTENANCE SUPPLIES	R	6/09/2006	88.60	1.77CR	001702	108.41
	*** VENDOR TOTALS ***					1 CHECKS	108.41
1018	MEDLIN COMMUNICATIONS, INC.						
I-S16273	TELEPHONE SETS	R	6/23/2006	582.50		001746	582.50
	*** VENDOR TOTALS ***					1 CHECKS	582.50
1069	MEL'S ACE HARDWARE						
C-01522603 76	MAINTENANCE SUPPLIES RETURNED	R	6/09/2006	8.10CR		001703	
I-01519093 76	MAINTENANCE SUPPLIES	R	6/09/2006	3.59		001703	
I-01519391 76	METER STATION MAINTENANCE	R	6/09/2006	41.84		001703	
I-01519829 76	METER STATION MAINTENANCE	R	6/09/2006	13.58		001703	
I-01522267 76	TANK SITE MAINTENANCE	R	6/09/2006	32.94		001703	
I-01522515 76	MAINTENANCE SUPPLIES	R	6/09/2006	19.20		001703	
I-01522557 77	MAINTENANCE SUPPLIES	R	6/09/2006	5.43		001703	
I-01522581 77	PIPELINE SUPPLIES	R	6/09/2006	22.55		001703	
I-01524755 77	METER STATION MAINTENANCE	R	6/09/2006	26.08		001703	
I-01525095 76	MAINTENANCE SUPPLIES	R	6/09/2006	20.22		001703	
I-01525308 76	MAINTENANCE SUPPLIES	R	6/09/2006	2.51		001703	
I-01526090 77	MAINTENANCE SUPPLIES	R	6/09/2006	11.68		001703	
I-01528956 76	MAINTENANCE SUPPLIES	R	6/09/2006	3.41		001703	
I-01530602 77	VEHICLE MAINTENANCE	R	6/09/2006	54.94		001703	
I-97617277 76	MAINTENANCE SUPPLIES	R	6/09/2006	8.74		001703	258.61
	*** VENDOR TOTALS ***					1 CHECKS	258.61

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1051	MENARDS- HILLSIDE						
I-66232	MAINTENANCE SUPPLIES	R	6/09/2006	5.55		001704	
I-66454	MAINTENANCE SUPPLIES	R	6/09/2006	2.97		001704	
I-66838	MAINTENANCE SUPPLIES	R	6/09/2006	10.97		001704	
I-70188	MAINTENANCE SUPPLIES	R	6/09/2006	11.32		001704	
I-70566	MAINTENANCE SUPPLIES	R	6/09/2006	9.94		001704	
I-70645	MAINTENANCE SUPPLIES	R	6/09/2006	4.97		001704	
I-72189	METER STATION MAINTENANCE	R	6/09/2006	15.28		001704	
I-72323	MAINTENANCE SUPPLIES	R	6/09/2006	47.97		001704	108.97
	*** VENDOR TOTALS ***					1 CHECKS	108.97
1021	NAPERVILLE, CITY OF						
I-200605310838	METER STATION ELECTRIC SERVICE	R	6/09/2006	47.15		001705	
I-200606010840	METER STATION ELECTRIC SERVICE	R	6/09/2006	31.04		001705	78.19
1021	NAPERVILLE, CITY OF						
I-200606210853	METER STATION ELECTRIC SERVICE	R	6/23/2006	84.54		001747	84.54
	*** VENDOR TOTALS ***					2 CHECKS	162.73
1060	NTG, INC.						
I-51134	CORROSION TELEMETRY: 05/06	R	6/09/2006	47.10		001706	47.10
	*** VENDOR TOTALS ***					1 CHECKS	47.10
1110	NEWARK INONE						
C-79704113	SCADA/INSTRUMENTATION	R	6/09/2006	81.16CR		001707	
I-12445616	SCADA/INSTRUMENTATION	R	6/09/2006	32.99		001707	
I-12722045	SCADA/INSTRUMENTATION	R	6/09/2006	100.47		001707	52.30
	*** VENDOR TOTALS ***					1 CHECKS	52.30
1020	NEXTEL COMMUNICATIONS						
I-648652511-052	CELL PHONE SERV.: 05/09-06/08	R	6/23/2006	1,381.34		001748	1,381.34
	*** VENDOR TOTALS ***					1 CHECKS	1,381.34
1111	NICOR GAS						
I-200606220856	DPSS SERV.: 05/12/06-06/13/06	R	6/23/2006	494.47		001749	494.47
	*** VENDOR TOTALS ***					1 CHECKS	494.47
1112	NORTH SHORE UNIFORM						
I-06-487	UNIFORMS	R	6/09/2006	6,057.55		001708	6,057.55
	*** VENDOR TOTALS ***					1 CHECKS	6,057.55

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1222	OAKFIELD FORD, INC.						
I-237142	VEHICLE MAINTENANCE	R	6/09/2006	135.00		001709	135.00
1222	OAKFIELD FORD, INC.						
I-396503	VEHICLE MAINTENANCE: M-76785	R	6/23/2006	1,629.50		001750	1,629.50
	*** VENDOR TOTALS ***					2 CHECKS	1,764.50
1395	OFFICE DEPOT						
I-338620458-001	OFFICE SUPPLIES	R	6/09/2006	12.99		001710	
I-338961068-001	OFFICE SUPPLIES	R	6/09/2006	29.91		001710	42.90
	*** VENDOR TOTALS ***					1 CHECKS	42.90
1178	PADDOCK PUBLICATIONS, INC.						
I-T3752160	LEGAL NOTICE: IMAGING EQUIP	R	6/09/2006	20.00		001711	20.00
1178	PADDOCK PUBLICATIONS, INC.						
I-T3760651	LEGAL NOTICE: IMAGING EQUIP	R	6/23/2006	20.00		001751	20.00
	*** VENDOR TOTALS ***					2 CHECKS	40.00
1114	FITNEY BOWES						
I-5795233-JN06	POSTAGE METER RENTAL	R	6/23/2006	597.00		001752	597.00
	*** VENDOR TOTALS ***					1 CHECKS	597.00
1061	PLATINUM PLUS FOR BUSINESS						
I-200606220857	PLAQUE, CELL PHONE, I-PASS	R	6/23/2006	851.63		001753	
I-200606220858	CHICAGO BAR ASSOC. SEMINAR	R	6/23/2006	25.00		001753	876.63
	*** VENDOR TOTALS ***					1 CHECKS	876.63
1280	PRIMERA						
I-0017418	RECOMMISSION HVAC	R	6/23/2006	1,910.00		001754	1,910.00
	*** VENDOR TOTALS ***					1 CHECKS	1,910.00
1267	PRIMUS ELECTRONICS CORPORATION						
I-664276	SCADA/INSTRUMENTATION	R	6/23/2006	434.42		001755	434.42
	*** VENDOR TOTALS ***					1 CHECKS	434.42
1039	QUILL CORPORATION						
I-7142313	OFFICE SUPPLIES	R	6/09/2006	5.80		001712	
I-7143526	OFFICE SUPPLIES	R	6/09/2006	135.80		001712	
I-7157442	OFFICE SUPPLIES	R	6/09/2006	8.00		001712	
I-7171497	OFFICE SUPPLIES	R	6/09/2006	40.88		001712	
I-7230196	OFFICE SUPPLIES	R	6/09/2006	114.82		001712	
I-7265912	OFFICE SUPPLIES	R	6/09/2006	142.60		001712	
I-7296451	OFFICE SUPPLIES	R	6/09/2006	368.94		001712	
I-7309796	OFFICE SUPPLIES	R	6/09/2006	5.39		001712	
I-7313221	OFFICE SUPPLIES	R	6/09/2006	7.83		001712	

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1039	QUILL CORPORATION	CONT					
I-7329270	OFFICE SUPPLIES	R	6/09/2006	239.60		001712	
I-7361089	OFFICE SUPPLIES	R	6/09/2006	39.58		001712	1,109.24
1039	QUILL CORPORATION						
I-7263080	OFFICE SUPPLIES	R	6/23/2006	293.27		001756	
I-7392749	OFFICE SUPPLIES	R	6/23/2006	89.37		001756	
I-7395608	OFFICE SUPPLIES	R	6/23/2006	62.99		001756	
I-7453049	OFFICE SUPPLIES	R	6/23/2006	422.90		001756	
I-7498406	OFFICE SUPPLIES	R	6/23/2006	205.59		001756	
I-7566621	OFFICE SUPPLIES	R	6/23/2006	96.75		001756	
I-7587070	OFFICE SUPPLIES	R	6/23/2006	21.00		001756	1,191.87
	*** VENDOR TOTALS ***					2 CHECKS	2,301.11
1078	RELIABLE OFFICE SUPPLIES						
I-FGN90700	OFFICE SUPPLIES	R	6/23/2006	40.87		001757	40.87
	*** VENDOR TOTALS ***					1 CHECKS	40.87
1137	ROSSI CONTRACTORS, INC.						
I-BOV-2 # 4	BOV-2: PARTIAL INVOICE # 4	R	6/09/2006	174,713.99		001726	174,713.99
1137	ROSSI CONTRACTORS, INC.						
I-TIB-1 # 20 FINAL	TIB-1: FINAL INVOICE # 20	R	6/09/2006	2,599,919.98		001727	2,599,919.98
	*** VENDOR TOTALS ***					2 CHECKS	2,774,633.97
1044	ROYAL GRAPHICS PRINTERS						
I-67313	BUSINESS CARDS	R	6/09/2006	47.03		001713	47.03
1044	ROYAL GRAPHICS PRINTERS						
I-67415	PURCHASE ORDERS	R	6/23/2006	176.45		001758	176.45
	*** VENDOR TOTALS ***					2 CHECKS	223.48
1119	ROYAL OFFICE PRODUCTS						
I-OE-154691-1	OFFICE SUPPLIES	R	6/09/2006	86.08		001714	86.08
	*** VENDOR TOTALS ***					1 CHECKS	86.08
1330	SBC GLOBAL SERVICES, INC.						
I-IL703107	E911 CONTRACT	R	6/23/2006	3,168.75		001759	3,168.75
	*** VENDOR TOTALS ***					1 CHECKS	3,168.75
1393	SBC LONG DISTANCE						
I-200606080848	DPPS LONG DIST. SERV.: 05/06	R	6/09/2006	111.23		001715	111.23
	*** VENDOR TOTALS ***					1 CHECKS	111.23

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1184	JOHN SCHORI						
I-200606070846	TRAVEL TO TRAINING CLASSES	R	6/09/2006	39.61		001716	39.61
	*** VENDOR TOTALS ***					1 CHECKS	39.61
1329	C. SEMRAD & ASSOCIATES						
I-200606080849	MANAGEMENT TRAINING	R	6/09/2006	2,456.25		001717	2,456.25
	*** VENDOR TOTALS ***					1 CHECKS	2,456.25
1405	SENSUS METERING SYSTEMS						
I-066-191G	LARGE METER TRAINING/TESTING	R	6/23/2006	1,100.00		001760	1,100.00
	*** VENDOR TOTALS ***					1 CHECKS	1,100.00
1043	SOOPER LUBE						
I-95069	VEHICLE MAINTENANCE: M-63638	R	6/09/2006	49.44		001718	
I-96106	VEHICLE MAINTENANCE: M-153835	R	6/09/2006	33.45		001718	
I-96388	VEHICLE MAINTENANCE: M-99818	R	6/09/2006	33.45		001718	116.34
	*** VENDOR TOTALS ***					1 CHECKS	116.34
1040	SPECIALTY MAT SERVICE						
I-340966	MAT SERVICE: 05/01/06	R	6/09/2006	61.90		001719	
I-342809	MAT SERVICE: 05/15/06	R	6/09/2006	61.90		001719	
I-344632	MAT SERVICE: 05/29/06	R	6/09/2006	61.90		001719	185.70
	*** VENDOR TOTALS ***					1 CHECKS	185.70
1084	TELESPAN						
I-109433	TELECONFERENCING CHARGES	R	6/23/2006	69.64		001761	69.64
	*** VENDOR TOTALS ***					1 CHECKS	69.64
1046	TREE TOWNS REPRO SERVICE						
I-54319	PLAN REPRINTS	R	6/09/2006	15.00		001720	
I-54403	PLAN REPRINTS	R	6/09/2006	99.98		001720	114.98
1046	TREE TOWNS REPRO SERVICE						
I-55947	PLAN REPRINTS	R	6/23/2006	99.54		001762	99.54
	*** VENDOR TOTALS ***					2 CHECKS	214.52
1404	VIKING AWARDS						
I-2128	PLAQUE	R	6/23/2006	135.00		001763	135.00
	*** VENDOR TOTALS ***					1 CHECKS	135.00
1403	VWR INTERNATIONAL INC.						
I-26498175	WATER TESTING SUPPLIES	R	6/09/2006	528.54		001721	
I-26606100	WATER TESTING SUPPLIES	R	6/09/2006	153.90		001721	682.44
	*** VENDOR TOTALS ***					1 CHECKS	682.44

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1062	WASTE MANAGEMENT						
I-1454611-2008-4	REFUSE DISPOSAL	R	6/09/2006	280.72		001722	280.72
			*** VENDOR TOTALS ***			1 CHECKS	280.72
1220	MICHAEL WEED						
I-200606010842	TUITION REIMBURSEMENT	R	6/09/2006	1,134.27		001723	1,134.27
			*** VENDOR TOTALS ***			1 CHECKS	1,134.27
1010	WEST						
I-811438037	IL COMPILED STAT	R	6/09/2006	71.00		001724	71.00
1010	WEST						
I-811457192	WESTLAW: 05/01/06-05/31/06	R	6/23/2006	355.58		001764	355.58
			*** VENDOR TOTALS ***			2 CHECKS	426.58

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	88	20,839,527.02	2.03	20,839,529.05
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	88	20,839,527.02	0.00	20,839,527.02
BANK: IL	TOTALS:		88	20,839,527.02	2.03	20,839,529.05
REPORT TOTALS:			88	20,839,527.02	2.03	20,839,529.05

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/01/2006 THRU 6/30/2006
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

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

CTE
240 East Wacker Drive, Suite 600, Chicago, IL 60601-6276
T 312.938.0300 F 312.938.1100 www.aecom.com

June 9, 2006

DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4624

Attention: Mr. Chris Bostick, Facilities Construction Supervisor

Reference: Hydrodynamic Mixing System for Tank Site No. 4 East
Contract No. SS-5/06
CTE Project No.: 60002764

Gentlemen:

Pursuant to your request, we have investigated the lack of bidders at the May 31, 2006 bid opening for the subject project. Our investigation included talking with the two contractors who purchased plans and specifications for the project, as well as two contractors who were aware of the project but did not purchase plans and specifications for the project. We also talked with local sales representatives for Tideflex who would be providing the materials for this project.

Our investigation indicated that the primary reason that there was no bidders for the Commission's project is that all of the interested contractors were extremely busy with on-going work and preparing bids for other projects and as a result, did not have time to prepare bids for the Commission's project. All of the Contractor's we spoke with indicated that they would bid the project if it is re-bid. It was suggested that the project be re-bid in late summer or early fall when the Contractors felt that they would no longer be quite so busy.

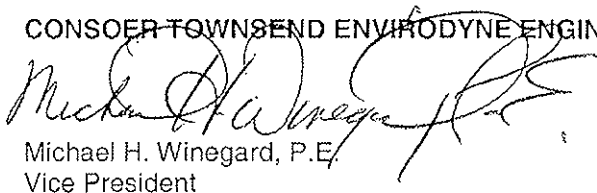
In addition, some of the out-of-town contractors were not sure they could compete with the local contractors and still make a respectable profit. This was due in part to the fact that one of the plan rooms was showing a budget for the project of \$100,000.00. In addition, one of the local representatives for Tideflex was providing prospective bidders with an installation cost of only \$30,000.00 to \$40,000.00.

Finally, one of the contractors was concerned about getting the pipe and equipment inside the standpipe.

Based on the above, we believe that the above issues should be resolved and the project rebid in late summer or early fall. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.



Michael H. Winegard, P.E.
Vice President