



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, NOVEMBER 9, 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. Public Comments (limited to 5 minutes per person)

III. Approval of Minutes

A. Regular Meeting of October 12, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the October 12, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session of October 12, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the October 12, 2006 Executive Session of the DuPage Water Commission (Voice Vote).

IV. Treasurer's Report – October 2006

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

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

V. Committee Reports

A. Administration Committee

1. No meeting scheduled

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

B. Engineering & Construction Committee

1. Report of 11/09/06 Meeting
2. Actions on Items Listed on 11/09/06 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 11/09/06 Meeting
2. Actions on Items Listed on 11/09/06 Finance Committee Agenda

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

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

- A. Resolution No. R-37-06: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the November 9, 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-38-06: A Resolution Directing Advertisement for Bids on a Contract for the Replacement of Valve Stem Risers (Contract VSR-1/06)

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

- C. Resolution No. R-39-06: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Brunzell Associates, LTD. for Professional Engineering Services

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

- D. Resolution No. R-40-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the November 9, 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)

- E. Resolution No. R-41-06: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QRE-2/04 at the November 9, 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)

F. Resolution No. R-42-06: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-3/06)

(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)

G. Resolution No. R-43-06: A Resolution Approving and Authorizing the Execution of a Master Contract with EN Engineering, LLC for Professional Engineering Services

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

H. Resolution No. R-44-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the November 9, 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)

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

IX. Old Business

A. Summary of Action Taken Since Previous Meeting

B. Approval of Task Order No. 13 from Resolution No. R-30-06

(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 remove from the table the approval of, and to approve, Task Order No. 13 from Resolution No. R-30-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc., at the September 14, 2006, DuPage Water Commission Meeting, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District (Roll Call).

C. Authorize Virchow Krause & Company, LLP to Estimate the Capital Cost Recovery Charge for Bensenville Park District

(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 remove from the table the authorization of, and to authorize, Virchow Krause & Company, LLP to estimate the Capital Cost Recovery Charge for Bensenville Park District per the methodology approved in Resolution No. R-79-04, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District (Roll Call).

X. New Business

XI. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$7,251.13 subject to submission of all contractually required documentation (Roll Call).

XII. 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).

XIII. 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, OCTOBER 12, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Commissioners in attendance: E. Chaplin, T. Feltes, R. Ferraro (by teleconference), L. Hartwig, W. Maio, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Commissioners Absent: W. Murphy and A. Poole

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

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Chaplin moved to approve the Minutes of the September 14, 2006 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Vrdolyak and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the September 14, 2006 Committee of the Whole Meeting of the DuPage Water Commission. Seconded by Commissioner Feltes 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 September 2006 which showed receipts of \$8,340,604.00, disbursements of \$6,965,134.00, and a cash and investment balance of \$136,913,067.00.

Commissioner Hartwig moved to accept the September 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 and recommended for approval Ordinance No. O-10-06 and asked Staff Attorney Crowley to explain the Ordinance to the Board. Staff Attorney Crowley explained that Ordinance No. O-10-06 would authorize the prior operator of the Argonne National Laboratory, the University of Chicago, to assign the Subsequent Customer Contract for the Laboratory to the new operator, UChicago Argonne, LLC. The Staff Attorney advised that the new operator of the Laboratory was an Illinois LLC created at the request of the US Department of Energy for the sole purpose of operating the Laboratory and that the University was the sole member of the LLC. Commissioner Wilcox confirmed that the requirements of Section 12(c) of the Charter Customer Contract would not apply to the proposed assignment.

Commissioner Hartwig next reported that the Administration Committee discussed and recommended for approval Ordinance No. O-11-06 with one addition. Commissioner Hartwig explained that Ordinance No. O-11-06 would amend the Commission's By-Laws to conform to recent amendments to the Open Meetings Act concerning electronic meeting attendance and closed meeting verbatim records. Commissioner Hartwig additionally noted that Ordinance No. O-11-06 would also change the order of business at regular meetings to conform, for the most part, to current practice except for the elimination of a second round of Public Comments as requested by Chairman Rathje.

Commissioner Hartwig advised that under the proposed electronic meeting attendance rules, two Commissioners could participate electronically from the same city, but not from the same location. Commissioner Hartwig also advised that the addition to Ordinance No. O-11-06 recommended by the Administration Committee was a limit on Public Comments to five minutes per person, but with no aggregate limit due to the Staff Attorney's concerns regarding the potential for disparate treatment.

Engineering & Construction Committee – Reported by Commissioner Wilcox

Commissioner Wilcox reported that the Engineering Committee discussed and recommended for approval Resolution Nos. R-32-06, R-34-06, and R-35-06.

Finance Committee – Reported by Commissioner Vrdolyak

Commissioner Vrdolyak reported that the Finance Committee reviewed and recommended for approval the Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc. for the purchase of property and liability insurance.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Murphy and A. Poole

Item 1: Resolution No. R-33-06: A Resolution Reviewing Certain Executive Session Meeting Minutes at the October 12, 2006, DuPage Water Commission Meeting—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin 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 Feltes and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Murphy and A. Poole

Item 1: Ordinance No. O-10-06: An Ordinance Approving and Authorizing the Execution and Attestation of a Transferee Assumption Agreement with UChicago Argonne, LLC—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-32-06: A Resolution Approving and Ratifying Certain Contract Change Orders at the October 12, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-34-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the October 12, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Minutes of the 10/12/06 Meeting

- Item 4: Resolution No. R-35-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the October 12, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"
- Item 5: Resolution No. R-36-06: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the October 12, 2006, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

It was the consensus of the Board to combine the tabling of Task Order No. 13 from Resolution No. R-30-06 and the Virchow Krause & Company, LLP authorization into a single vote. Commissioner Hartwig moved to table (1) the approval of Task Order No. 13 from Resolution No. R-30-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc., at the September 14, 2006, DuPage Water Commission Meeting, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District and (2) the authorization of Virchow Krause & Company, LLP to estimate the Capital Cost Recovery Charge for Bensenville Park District per the methodology approved in Resolution No. R-79-04, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

NEW BUSINESS

Commissioner Maio advised the Board that he would not be participating in the consideration of, nor voting on, the property and liability insurance renewals due to his involvement in the insurance industry.

Commissioner Vrdolyak moved to purchase property and liability insurance coverage in accordance with the September 22, 2006, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., for a total premium of \$619,064.00. Seconded by Commissioner Wilcox and approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Abstain: W. Maio

Minutes of the 10/12/06 Meeting

Absent: W. Murphy and A. Poole

Commissioner Wilcox moved to suspend the first reading requirements of the Commission's By-Laws and to adopt Ordinance No. O-11-06: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII and Exhibit A Concerning Meetings and Review of Closed Meeting Verbatim Records) with a five minute per person limit on Public Comments. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Murphy and A. Poole

For the next scheduled item of New Business, Messrs. Dan Fanning and Bill Gassman of Fanning & Company, LLC made a presentation on the Value Engineering Study of the Emergency Generation Facilities at the DuPage and Lexington Pumping Stations. After the presentation concluded, the floor was opened to questions.

Chairman Rathje questioned the meaning of "Buy-In," which was listed on page seven of the PowerPoint presentation as one of the top three criteria for evaluating the stakeholders' expectations. Mr. Fanning replied that "Buy-In" referred to the practicality of the value engineering design alternatives (as opposed to "pie-in-the-sky" alternatives). Commissioner Rathje then requested an explanation of how "essential" flows differ from "critical" flows in relation to the text on the bottom of page nine of the PowerPoint presentation. Mr. Fanning explained that there was no difference and that the reference to "essential" on the bottom of page nine of the PowerPoint presentation should have been a reference to "non-essential." In response to Chairman Rathje's final inquiry, which concerned the land acquisition needed for the installation of generators at the Lexington Pumping Station, the Staff Attorney advised that although the Commission has the power of eminent domain, it no longer has the power to "Quick-Take" or condemn public property.

Commissioner Vrdolyak confirmed that the engine units were all independent and asked how often it would be necessary to take the system off line for maintenance purposes? Mr. Fanning recommended engine maintenance on an annual basis, with a major overall after 10,000 hours of operation. Commissioner Vrdolyak concluded his comments by noting that the City of Chicago must also agree before any of the value engineering design alternatives were implemented at the Lexington Pumping Station.

Commissioner Mathews asked what quantity of water was required to meet "winter" flows. Facilities Construction Supervisor Bostick advised that winter flow translated to approximately 80% of average day demand.

Minutes of the 10/12/06 Meeting

Commissioner Wilcox asked the Fanning representatives to identify, in their opinion, the most important criteria for evaluating the stakeholders' expectations. Mr. Fanning replied that reliability was the most important criteria. Commissioner Wilcox confirmed that the back-up generation would continue to run so long as fuel is available. Commissioner Wilcox concluded his remarks by stating that if a power outage were to occur during the summer months, then all outside recreational water usage should cease and only household water usage should be permitted until the regular power system was up and running again.

Commissioner Zeilenga complimented Fanning & Company, LLC for a great job on the study and also agreed with Commissioner Wilcox that the back-up electrical generation facilities should be designed to handle only the minimum emergency water demand, and not recreational usage.

In response to Commissioner Maio's question, the Board concurred with General Manager Martin's suggestion to allow staff to evaluate all of the value engineering design alternatives in concert with the City of Chicago and the various design engineers and then report back to the Board. Though agreeing with the General Manager's suggestion, Commissioner Mueller cautioned that efficiencies and not just cost savings should be considered, especially in relation to office space, training, and storage needs.

There being no other questions or comments on the Value Engineering Study, General Manager Martin informed the Board that several other items of additional New Business needed to be reported.

General Manager Martin reported that the 2005-2006 Annual Report, along with the Financial Audit and Compliance Examination, would be mailed to all customers and other interested parties on Friday, October 13, 2006. After that, General Manager Martin reported that a meeting of the Commission's customers had been scheduled for Monday, October 30th to discuss the Commission's long term financial plan as directed by the Board at the September meeting. General Manager Martin next reported that Chairman Rathje and he had been invited to share remarks at an upcoming meeting of the DuPage Mayors and Managers Conference, and that they were trying to arrange a similar presentation for the DuPage County Board.

As the final item of additional New Business, the General Manager reported on a recent meeting he attended with the City of Chicago concerning the proposed back-up electrical generation facilities at the Lexington Pumping Station. General Manager Martin advised that the representatives he met with commented that Mayor Daley was extremely enthused about the potential for using photo-voltaic cells at the Lexington Pumping Station and asked if the Commission would be willing to share equally in the approximately \$5-\$6 million total cost. General Manager Martin further advised that he supported taking an environmentally friendly approach to the project and would hope that the Commission's financial participation would serve to foster the City's continued cooperation on maintenance issues.

Minutes of the 10/12/06 Meeting

After Commissioners Hartwig and Maio and Chairman Rathje expressed their support for some financial participation by the Commission in connection with the proposed photo-voltaic cells (up to, but hopefully less than, 50%), Commissioner Chaplin suggested putting a "not-to-exceed" dollar amount in the agreement for cost control purposes and Commissioner Mueller cautioned against discussing bargaining positions in a public meeting.

ACCOUNTS PAYABLE

After Commissioner Chaplin clarified that the C. Semrad and Associates costs incurred were for consulting services in connection with new hires, Commissioner Wilcox moved to approve the Accounts Payable in the amount of \$10,161.51 subject to submission of all contractually required documentation. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Murphy and A. Poole

PUBLIC COMMENTS

Commissioner Mueller extended an invitation to the Board for those that would like to attend the October 18th meeting of the DuPage Mayors and Managers Conference at which former Commissioner Raymond Benson would be honored with an award.

EXECUTIVE SESSION

Commissioner Hartwig moved to go into Executive Session to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, W. Maio, G. Mathews, W. Mueller, J. Vrdolyak, G. Wilcox, D. Zeilenga, and L. Rathje

Nays: None

Absent: W. Murphy and A. Poole

The Board went into Executive Session at 9:00 P.M.

Commissioner Zeilenga left the meeting at 9:02 P.M.

Commissioner Hartwig moved to come out of Executive Session at 9:12 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

Minutes of the 10/12/06 Meeting

All voted aye. Motion carried.

Commissioner Hartwig moved to adjourn the meeting at 9:14 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0610.doc

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

REVENUE	CURRENT MONTH			YEAR TO DATE		
	FY 2007	FY 2006	INC - (DEC)	FY 2007	FY 2006	INC - (DEC)
WATER SALES	\$ 3,735,753	4,172,291	(436,538)	24,773,409	28,808,592	(4,035,183)
SALES TAX	3,136,292	2,905,784	230,508	18,208,109	16,558,980	1,649,129
INVESTMENT INCOME	481,548	383,903	97,645	3,224,827	2,867,599	357,228
OTHER INCOME	-	-	-	-	210	(210)
TOTAL REVENUE	7,353,593	7,461,978	(108,385)	46,206,345	48,235,381	(2,029,036)
EXPENDITURES						
PERSONAL SERVICES	236,194	248,126	(11,932)	1,397,788	1,501,206	(103,418)
PROFESSIONAL SERVICES	78,746	-	78,746	104,305	31,431	72,874
CONTRACTUAL SERVICES	49,648	102,269	(52,621)	250,596	241,614	8,982
INSURANCE	-	23,723	(23,723)	34,652	13,226	21,426
WATER SUPPLY COSTS	3,997,795	4,797,858	(800,063)	27,272,459	27,902,508	(630,049)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	13,278,419	15,486,350	(2,207,931)
LAND AND RIGHT OF WAY	-	-	-	100	-	100
CAPITAL EQUIPMENT PURCHASES	32,114	547,445	(515,331)	50,358	1,455,763	(1,405,405)
TOTAL EXPENDITURES	4,394,497	5,719,421	(1,324,924)	42,388,677	46,632,098	(4,243,421)
TRANSFER TO OTHER GOVERNMENTS	-	-	-	15,000,000	15,000,000	-
NET INCREASE / (DECREASE) IN FUNDS	2,959,096	1,742,557	1,216,539	3,817,668	(13,396,717)	2,214,385

FUNDS CONSIST OF:


	OCTOBER 31, 2006	OCTOBER 31, 2005	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT OAKBROOK BANK LOCK BOX	1,000	175,752	(174,752)
CASH AT VILLA PARK TRUST & SAVINGS	69,536	5,561	63,975
TOTAL CASH	78,862	189,639	(110,777)

	OCTOBER 31, 2006	OCTOBER 31, 2005	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	34.24%	11.14%	189.8%	48,156,804	16,618,637	31,537,967
ILLINOIS FUNDS PRIME FUND	18.87%	16.99%	4.8%	26,559,718	25,338,554	1,221,164
GOVERNMENT MONEY MARKET FUNDS	2.31%	2.09%	4.3%	3,251,331	3,116,747	134,584
U. S. TREASURY INVESTMENTS	11.51%	10.36%	4.8%	16,194,591	15,456,860	737,731
U. S. AGENCY INVESTMENTS	14.21%	41.64%	-67.8%	19,994,000	62,096,576	(42,102,576)
CERTIFICATES OF DEPOSIT	18.86%	17.78%	0.0%	26,500,000	26,500,000	-
TOTAL INVESTMENTS	100.00%	100.00%	-12.6%	140,656,244	149,127,374	(8,471,130)
TOTAL FUNDS				140,735,106	149,317,013	(8,581,907)

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

DATE: November 2, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the November 9, 2006, DuPage Water Commission Meeting Resolution No. R-37-06	APPROVAL	
Account Number: 01-60-6631			
<p>The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-37-06 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p>Work Authorization Order No. 005: This work authorization is for the repair of a leak located within the inlet header piping system at Meter Station 11A in the Village of Glendale Heights. The cost of this work is not known but is estimated to be \$25,000.00.</p>			
MOTION: To approve Resolution No. R-37-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-37-06

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE
NOVEMBER 9, 2006, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2006

Vice Chairman

ATTEST:

Clerk

Exhibit 1

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-7. : QUICK RESPONSE CONTRACT

LOCATION:

IN the town of Glendale Hts on Brandon Ct.
outside M.S. 11A

CONTRACTOR:

Kennedy

DESCRIPTION OF WORK:

Repair leak in Header System outside
M.S. 11A

REASON FOR WORK:

water main Break

MINIMUM RESPONSE TIME:

ASAP

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☒ IS ☐ IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____


CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

DATE: November 2, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Replacement of Valve Stem Risers (Contract VSR-1/06) Resolution No. R-38-06	APPROVAL 	
Account Number: 01-60-6631			
<p>The hollow core valve stems installed during initial construction of the distribution system have been prone to fail while being operated. Several factors, including corrosion, age, and the hollow core nature of the material, have all contributed to the valve stems breaking while in use. At the April 13, 2006, meeting, the Board approved a Management Budget for Fiscal Year 2006-2007 which included the replacement of the existing hollow core valve risers with solid core metal risers at 275 separate and discrete valve locations within the Commission's distribution system.</p> <p>Resolution No. R-38-06 would authorize the advertisement for bids for this project and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p>			
MOTION: To approve Resolution No. R-38-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-38-06

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A
CONTRACT FOR THE REPLACEMENT OF VALVE STEM RISERS.
(Contract VSR-1/06)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Replacement of Valve Stem Risers—Contract VSR-1/06 (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Vice Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION

CONTRACT FOR THE REPLACEMENT OF VALVE STEM RISERS
CONTRACT VSR-1/06

INVITATION FOR BIDDER'S PROPOSALS

OWNER:

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

1. **Invitation to Bid**

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

Furnishing all labor, equipment, and materials, including all solid core metal valve stem risers, brackets, and other materials, and replacing valve stem risers for 275 existing butterfly valves, and associated Work in Cook and DuPage County, Illinois.

The Work shall be performed at 275 discrete sites in Cook and DuPage County, Illinois that collectively comprise the Work Site. The 275 discrete sites that collectively comprise the Work Site are the locations of the 275 butterfly valves that are a part of Owner's initial distribution system which are generally shown on the cover sheet of the Contract Drawings.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

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

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

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- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

4. **The Contract**

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

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

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Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Owner may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

5. Inspection and Examination

The Bidding Documents and the Contract may be examined at the offices of Owner, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Owner upon payment of \$[TO BE DETERMINED] per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling.

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

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, [TO BE DETERMINED], at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements

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set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this ____ day of _____, 200__.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION

CONTRACT FOR THE REPLACEMENT OF VALVE STEM RISERS **CONTRACT VSR-1/06**

GENERAL INSTRUCTIONS TO BIDDERS

1. Examination of Bidding Documents, Contract, and Work Site

A. Bidding Documents and the Contract. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

GENERAL INSTRUCTIONS

C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance

GENERAL INSTRUCTIONS

premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

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

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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

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

D. Informal Responses. Owner will not give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of

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its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner on account thereof.

3. Calculation of Unit Price Proposals and Compensation

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

4. Prevailing Wages

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

5. Taxes and Benefits

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

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Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Permits and Licenses

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

7. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

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

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

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the

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place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

8. **Signature Requirements**

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

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the

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officials signing and attesting the Bidder's Proposal to do so shall be attached to it.

- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2) and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Other Documents. The signature requirements set forth in Subsection 8A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid

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Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates

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and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

12. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 Days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 Day period, provided that a request in writing, executed by Bidder in the manner specified in Section 8 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 Day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

13. **Public Opening of Bidder's Proposals**

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

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14. Qualification of Bidders

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

B. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

15. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 15A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or

GENERAL INSTRUCTIONS

not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or Supplier.

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

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

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

16. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of

GENERAL INSTRUCTIONS

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

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 Days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 Day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

GENERAL INSTRUCTIONS

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

19. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 9 above.

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

20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

GENERAL INSTRUCTIONS

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS CONCERNING COORDINATION OF THE WORK WITH OTHER WORK BEING UNDERTAKEN BY OR FOR OWNER. NO CLAIMS FOR DELAY OR INTERFERENCE BASED ON ANY SUCH OTHER WORK WILL BE ALLOWED.

BIDDERS ARE DIRECTED TO THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR PROVISIONS, IF ANY, RELATED TO LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION OF THE WORK.

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

EXHIBIT C

DUPAGE WATER COMMISSION

CONTRACT FOR THE REPLACEMENT OF VALVE STEM RISERS CONTRACT VSR-1/06

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

A. Work Site. As noted in the Invitation for Bidder's Proposals, the Work shall be performed at 275 discrete sites in Cook and DuPage County, Illinois that collectively comprise the Work Site. The 275 discrete sites that collectively comprise the Work Site are the locations of 275 butterfly valves that are a part of Owner's initial distribution system, the locations of which are generally shown on the cover sheet of the Contract Drawings. Bidders may examine at the offices of Owner the "Drawings of Record" for the Transmission and Distribution Mains to which the 275 butterfly valves are attached. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders for provisions related to the improper use of this information.

B. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part ___ of the Schedule of Prices included in the Bidder's Proposal form are established for the possible adjustment to the Work. Any such Work shall be performed only pursuant to Owner's specific order in writing. All of the Indeterminate Unit Price Items specified shall be performed in accordance with the Contract and, for field adjustments ordered by Owner pursuant to Subsection 2.1A of the General Conditions of Contract, the percentage of increase, and the amount to be paid for such field adjustments, or, for Change Orders, the amount of the equitable adjustment in the Contract Price for any such Increased or Decreased Work ordered by Owner, as the case may be, that can be classified under one or more of the Indeterminate Unit Price Items shall be determined in accordance with the Indeterminate Unit Prices set forth in the Bidder's Proposal in the same manner as provided for Unit Prices under the Contract.

C. Last Minute Changes. If there is a "last minute change" in price for any Unit or Indeterminate Unit Price Item named in the Bidder's Proposal form, Bidders may include in the place provided therefor in the Schedule of Prices included in the Bidder's Proposal a listing of all such changes, to avoid changing the tabulated extension of the affected Unit or Indeterminate Unit Price Item and resulting subtotals and Contract Price Total; provided, however, that the amount or amounts shown to be added to or deducted from the Contract Price Total for such Unit or Indeterminate Unit Price Item (i) shall not be utilized as an alternate to supplying a separate requested price for each and every item named in the Bidder's Proposal form and (ii) shall be based on Unit or Indeterminate Unit Price Items that fully comply, without exception, to the Specifications included in this Bid Package and all other requirements of the Contract. **Any Bidder's Proposal that fails to indicate whether the amount or**

SPECIAL INSTRUCTIONS

amounts shown are to be added to or deducted from the Contract Price Total for such Unit or Indeterminate Unit Price Item may be rejected or may be interpreted as a "deduct."

2. Special Construction Considerations

A. Scheduling. Bidders are specifically instructed to note that Owner may, in the exercise of its sole discretion, delete or impose special starting date limitations on any portion of the Work to be performed. In the event Owner deletes any Work, Bidders or Contractor, as the case may be, shall not dispute or complain of such deletion nor assert that there was any misunderstanding in regard to the nature or amount of the Work to be done. In addition, any deletion or specially imposed starting date limitations shall not constitute the basis of a claim for damages or anticipated profits on Work affected by such deletion or timing constraints nor entitle the successful Bidder to any compensation or damages therefor. Bidders are directed to Article II of the General Conditions of Contract included in this Bid Package for provisions related to changes and delays.

BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SCHEDULE THE WORK AS NECESSARY TO PERFORM THE WORK AT OR BY THE TIMES SPECIFIED IN APPLICABLE EASEMENTS OR OTHER AGREEMENTS BETWEEN OWNER AND THE VARIOUS PROPERTY OWNERS ON WHOSE PROPERTY THE WORK IS TO BE PERFORMED.

BIDDERS ARE DIRECTED TO SECTION 1 OF THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR A FURTHER DESCRIPTION OF THE SPECIAL SCHEDULING REQUIREMENTS FOR THE WORK.

B. Permits. As noted in the Special Conditions of Contract included in this Bid Package, the successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

The following Persons may be contacted in reference to the above:

[TO BE DETERMINED]

SPECIAL INSTRUCTIONS

IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO CONFIRM OR ESTABLISH ALL SUCH AGENCIES AND THEIR REQUIREMENTS, ESPECIALLY IN RELATIONSHIP TO BONDING, INSURANCE, PERMITS, AND TRAFFIC CONTROL AND PROTECTION. BIDDERS ARE DIRECTED TO THE SPECIAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE FOR SPECIAL INSURANCE AND BONDING REQUIREMENTS.

C. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of Owner available easement or other agreements pertaining to the sites where the Work is to be performed on property not owned by Owner. On all other lands, the successful Bidder shall have no rights unless it obtains them from the proper parties. The successful Bidder shall not work on property requiring the obtaining of an easement or other agreement until Owner has obtained the necessary easement or other agreement.

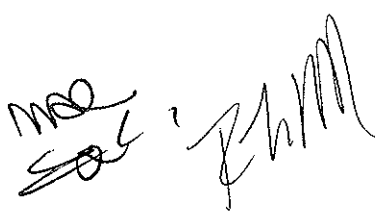
The Special Conditions of Contract included in this Bid Package delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by the Owner. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether or not separately specified in the Special Conditions of Contract. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

3. Prohibited Suppliers

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

DATE: November 2, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Brunzell Associates, LTD. for Professional Engineering Services Resolution No. R-39-06	APPROVAL	
Account No. 01-60-7915			
<p>A spur track and turnaround have been constructed within the confines of an easement the Commission acquired from CMC Real Estate Corporation (Metra's predecessor in title). Within the limits of the Commission's easement is an area approximately 500 feet in length where the horizontal alignment of the track/turnaround is anywhere from 0 to 10 feet away from the centerline of the Commission's existing 30" Prestressed Concrete Cylinder Pipe (PCCP). Staff is concerned that the construction and additional loading resulting from the use of this track/turnaround in such close proximity to the Commission's North Transmission Main may have jeopardized or may, in the future, jeopardize the structural integrity of the pipe which, in turn, could result in the failure of the main.</p> <p>Brunzell Associates, LTD. is a professional engineering firm with expertise in the area of exterior loading of PCCP and proposes to provide an evaluation and analysis of the pipe in the affected area at a cost not to exceed \$4,725.00. Because the cost of the engineering services for the project is less than \$25,000.00, the selection procedures of the Local Government Professional Services Selection Act need not be followed.</p> <p>Resolution No. R-39-06 would approve and authorize the execution of a contract between the DuPage Water Commission and Brunzell Associates, LTD. for professional engineering services in connection with METRA track/turnaround construction.</p>			
MOTION: To approve Resolution No. R-39-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-39-06

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A CONTRACT BETWEEN THE DUPAGE WATER
COMMISSION AND BRUNZELL ASSOCIATES, LTD. FOR ENGINEERING SERVICES

WHEREAS, a spur track and turnaround have been constructed within the confines of an easement the Commission acquired from CMC Real Estate Corporation; and

WHEREAS, the Commission is concerned that the construction and additional loading resulting from the use of this track/turnaround in close proximity to the Commission's North Transmission Main may have jeopardized or may, in the future, jeopardize the structural integrity of the pipe which, in turn, could result in the failure of the main; and

WHEREAS, the Commission desires to obtain, and Brunzell Associates, LTD., an Illinois corporation ("Consultant"), desires to provide, professional engineering services in connection with the evaluation, analysis, and assessment of the structural integrity of the Commission's existing North Transmission Main between Il Route 53 and Catalpa Street in the City of Itasca, Illinois;

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 Brunzell Associates, LTD., 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; the Board of Commissioners of the DuPage Water Commission hereby waiving the selection procedures of the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.*

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 Brunzell Associates, LTD. 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.

ATTEST:

Vice Chairman

Clerk

EXHIBIT 1

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
BRUNZELL ASSOCIATES, LTD.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Brunzell Associates, LTD., 9933 Lawler Avenue, Skokie, Illinois 60077, an Illinois corporation ("Consultant"), make this Contract as of 10th day of November, 2006, and hereby agree as follows:

1. Performance of the Services

A. 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 specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, information, data, and other items necessary to accomplish the evaluation, analysis, and assessment of the structural integrity of Owner's existing North Transmission Main between Il Route 53 and Catalpa Street in the City of Itasca, Illinois ("Project");
2. Permits. Procure and furnish all approvals and authorizations necessary in connection therewith;
3. Insurance. Procure and furnish all insurance certificates specified in this Contract;
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract.

B. Performance Standards. All Services shall be fully provided, performed, and completed in accordance with the following Scope of Services:

Evaluate, analyze, and assess the structural integrity of Owner's existing North Transmission Main between Il Route 53 and Catalpa Street in the City of Itasca, Illinois, including:

1. Obtaining all relevant design information from Owner's records and those of the pipe manufacturer, Price Brothers Company (fka Cretex Pressure Pipe, South Beloit), and analyzing the design information obtained.
2. Studying the excavation, bedding, and backfill requirements set forth in the specifications prepared by Alvord, Burdick & Howson and approved by Owner for the initial construction of Owner's existing North Transmission Main.
3. Obtaining and reviewing available field installation reports that were prepared by the resident engineers and inspectors during the initial

installation of Owner's existing North Transmission Main.

4. Obtaining, through Owner, all current and proposed Metra spur track loading and operational data in the vicinity of Owner's existing North Transmission Main.
5. Conducting a structural evaluation of that portion of Owner's existing North Transmission Main subject to spur track loading, which evaluation shall be consistent with the requirements and procedures of AWWA Standard C301 & C304 and with the recommendations of AWWA Manual M-9.
6. Preparing a letter report, with calculations attached, describing all input, findings, and recommendations arising out of the evaluation.
7. If requested, making an oral presentation to any designated technical or executive group of Owner representatives.

C. Responsibility for Damage or 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 negligent errors, omissions, or acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors, omissions, or acts, or failure to meet warranty.

D. 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 negligent errors, omissions, or acts, or failure to meet warranty.

2. Compensation

Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Services, an amount equal to \$125.00 per hour for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal

to the actual costs of all Reimbursable Expenses but not exceed \$4,725.00.

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.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

100% Upon Final Acceptance of the Services by Owner.

All payments may be subject to deduction or setoff by reason of any failure of Consultant to perform under this Contract. Each payment shall include Consultant's certification of the value of all Services for which payment is then requested and Consultant's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Consultant shall commence the Services on November 10, 2006, provided Consultant shall have furnished to Owner all insurance certificates specified in this Contract (the "Commencement Date"). Consultant shall perform the Services diligently and continuously and shall complete the Services not later than 30 days following the Commencement Date.

4. Financial Assurance

A. Insurance. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below. Such insurance shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Consultant's duty to carry adequate insurance or on Consultant's liability for losses or damages

under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

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

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

Each Occurrence: \$1,000,000
General Aggregate: \$2,000,000
Completed Operations Aggregate: \$2,000,000
Personal Injury: \$1,000,000

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Broad Form Property Damage Endorsement
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Professional Liability

Limits shall not be less than \$500,000 per occurrence and annual aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of this Contract.

5. Additional Insured

Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, shall be named as an Additional Insured on all policies except:

Commercial General Liability
Commercial Motor Vehicle Liability

B. Indemnification. Consultant shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) 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, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

C. Penalties. 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.

5. Consultant's Representations and Warranties

Consultant hereby represents and warrants as follows:

A. The Services. 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. Compliance with Laws. 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.

C. Not Barred. Consultant is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 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 is not 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 Consultant is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. 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.

6. Acknowledgements

Consultant acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Consultant in this Contract.

B. 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.

C. 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. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

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

F. 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.

G. Severability. The provisions of this Contract/ Proposal 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.

H. 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.

BRUNZELL ASSOCIATES, LTD.

By: _____
Wayne R. Brunzell
President


I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Consultant except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the November 9, 2006, DuPage Water Commission Meeting</p> <p>Resolution No. R-40-06</p>	APPROVAL	
<p>Account No.: Task Order No. 15 – 01-60-7110 Task Order No. 16 – 01-60-7910</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-40-06 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 15: Assistance with Water Allocation Request for the DuPage County Unit System.</p> <p>The County has requested the Commission's assistance in obtaining a Water Allocation Permit from the State of Illinois Department of Natural Resources, Office of Water Resources for the DuPage County Unit System. Pursuant to Section 21 of the DuPage County Subsequent Customer Contract, the County is obligated to pay to the Commission all costs incurred by the Commission for any work related to the County's request, regardless of whether the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County.</p> <p>CTE will provide such engineering services as may be necessary in connection with the County's request, as and when ordered by the General Manager in writing, for a total cost not-to-exceed \$50,000.00. However, Task Order No. 15 will not be signed on behalf of the Commission, and no work will be commenced under Task Order No. 15, until the County has deposited with the Commission the sum of \$50,000.00 to cover the cost of Task Order No. 15.</p>			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the November 9, 2006, DuPage Water Commission Meeting Resolution No. R-40-06	APPROVAL	
Task Order No. 16: Fall Protection at the DuPage Pumping Station. 29 CFR Part 1926, Subpart M sets forth requirements and criteria for fall protection at Commission facilities. CTE will inspect the DuPage Pumping Station facility and provide preliminary cost estimates for structural measures to eliminate and/or control fall hazards at a total cost not-to-exceed \$6,500.00.			
MOTION: To approve Resolution No. R-40-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-40-06

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE NOVEMBER 9, 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; provided, however, that Task Order No. 15 attached hereto shall not be executed on behalf of the Commission unless and until the County of DuPage shall have deposited the sum of \$50,000.00 to cover the cost of Task Order No. 15.

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.

Vice Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 15

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:**

Assistance with Water Allocation Request for the DuPage County Unit System.

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

Provide such engineering services in connection with the request of the County DuPage for a Water Allocation Permit from the State of Illinois Department of Natural Resources, Office of Water Resources for the DuPage County Unit System as may be assigned by the General Manager of Owner.

3. **Services of Consultant:**

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

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

None

5. **Commencement Date:**

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

6. **Completion Date:**

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

7. **Submittal Schedule:**

None

8. **Key Project Personnel:**

None

9. **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 \$50,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

10. **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.

11. **Modifications to Contract:**

None

12. **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 November 10, 2006.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick
Title: Facilities Construction Supervisor
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bostick@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

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, Suite 600, Chicago, Illinois 60601
E-mail Address: mike.winegard@cte-aecom.com
Phone: (312) 373-6631
Fax: (312) 373-6868

TASK ORDER NO. 16

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:**

Fall Protection at the DuPage Pumping Station.

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

Inspect the DuPage Pumping Station facility and provide preliminary cost estimates for structural measures to eliminate and/or control fall hazards.

3. **Services of Consultant:**

A. Basic Services:

1. Inspect the DPPS facility and determine Engineering Controls in accordance with OSHA 29 CFR Part 1926, Subpart M, Fall Protection.
2. Prepare a written report setting forth the findings of the site inspection including alternative structural measures for elimination and/or control of fall hazards and estimated costs, along with exhibits depicting the various alternatives.

B. Additional Services:

None

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

None

4. **Commencement Date:**

November 10, 2006

5. **Completion Date:**

45 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 \$6,500.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean 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 November 10, 2006.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick
Title: Facilities Construction Supervisor/Safety Coordinator
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bostick@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

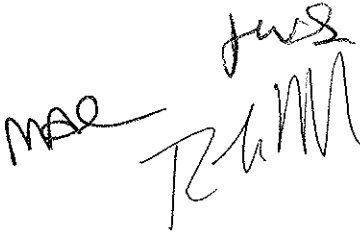
By: _____
Name: _____
Title: _____

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

DATE: October 27, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-2/04 at the November 9, 2006, DuPage Water Commission Meeting Resolution No. R-41-06	APPROVAL 	
Account Number: 60-6633			
<p>The Commission entered into certain agreements dated January 4, 2005, with U.S. Electric, LLC and Divane Bros. Electric Co. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-41-06 would approve the following Work Authorization Orders under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 005: This work authorization order is to Divane Bros. Electric Co. to replace and relocate existing conduit and electrical boxes for the light switch, service outlet, light fixtures and pressure transmitter in a ROV vault located in the middle of Church Road in Bensenville (ROV2A). Road salts and water have caused considerable corrosion damage to the electric system in the vault. The Commission will provide the new pressure transmitter and control cable. The estimated cost of this work is \$8,000.</p>			
MOTION: To approve Resolution No. R-41-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-41-06

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-2/04
AT THE NOVEMBER 9, 2006, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated January 4, 2005, with U.S. Electric, LLC and Divane Bros. Electric Co. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-2/04"); and

WHEREAS, Contract QRE-2/04 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby

are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2006

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-2/04: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-2.005

LOCATION:

ROV2A manhole vault – On Church Road between Red Oak Street and Crest Avenue in Bensenville. The manhole is located in the middle of the Southbound lane and the above ground cabinet is located West of the manhole in the parkway.

CONTRACTOR:

Divane Bros. Electric Co.

DESCRIPTION OF WORK:

Replace and relocate existing conduit and electrical boxes in the manhole so water will not drip on them from manhole lid. Replace light switch, service outlet, light fixtures and make any other necessary repairs to the electrical system in the vault. Also, the pressure transmitter needs to be replaced and install new shielded 2/C cable from above ground cabinet and the new pressure transmitter. Splicing of cable is not allowed.

REASON FOR WORK:

Boxes, switches, lights, outlet and pressure transmitter are water damaged, corroded and don't work.

MINIMUM RESPONSE TIME:

4 weeks

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

Pressure transmitter

Shielded 2/C cable

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

☐ IS ☒ IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

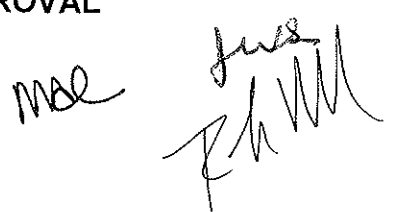
CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized
Representative

DATE: _____

DATE: October 26, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-3/06) Resolution No. R-42-06	APPROVAL 	
Account Number: 60-6621 and 60-6633			
<p>The Commission entered into agreements dated January 4, 2005, with U.S. Electric, LLC and Divane Bros. Electric Co. for quick response electrical work as needed at the pump station and remote facilities through the issuance of Work Authorization Orders (Contract QRE-2/04). Contract QRE-2/04 expires December 31, 2006, and staff desires to continue to retain stand-by contractors to perform electrical work that the Commission is unable to perform through its own personnel and with its own equipment. Resolution No. R-42-06 would authorize the advertisement for bids on Contract QRE-3/06 for quick response electrical work through December 31, 2008, and would establish all requirements necessary for the bidding, for the awarding of the contract(s), and for the approval of the contractor's/contractors' bonds, all as required by state statute.</p>			
MOTION: To approve Resolution No. R-42-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-42-06

A RESOLUTION DIRECTING ADVERTISEMENT
FOR BIDS ON A CONTRACT FOR
QUICK RESPONSE ELECTRICAL WORK
(Contract QRE-3/06)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Quick Response Electrical Contract — QRE-3/06" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

SECTION FOUR: Awarding of Contracts. The Commission will award one or more Contracts to a bidder or bidders whose proposal is found to be in the best interests of the Commission. The bidder(s) who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws and the General Instructions to Bidders substantially in the form attached hereto as Exhibit B.

SECTION FIVE: Approval of Bonds. The approval of contractors' faithful performance bonds shall be subject to the requirements set forth under the subheading "Bonds" in the Invitation for Bids attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT A

DuPAGE WATER COMMISSION
CONTRACT QRE-3/06
QUICK RESPONSE ELECTRICAL CONTRACT

INVITATION FOR BIDS

1. **Bid Opening**

The DuPAGE WATER COMMISSION (the "Commission") will receive sealed proposals until 1:00 p.m., local time, November 30, 2006, at the office of the Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, for quick response electrical emergency work related to the Commission's Waterworks System, in accordance with the Specifications prepared by the Commission and any drawings from time to time prepared by the Commission during the term of the Contract, at which time or as soon thereafter as possible, all bids will be publicly opened and read aloud.

2. **Bid Security and Bonds**

(a) **Bid Security**. A Bid Bond, Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation and payable without condition to the Commission, for not less than Twenty Five Thousand Dollars (\$25,000.00), shall accompany each proposal. The Bid Bond shall be in a form satisfactory to the Commission from a surety company meeting the requirements set forth below with respect to Performance and Labor and Material Payment Bonds.

(b) **Bonds**. A Performance Bond and a Labor and Material Payment Bond from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide will be required upon award of the Contract to the successful bidder or successful bidders, each in the penal sum of Fifty Thousand Dollars (\$50,000.00).

3. **The Commission and Its Project**

The Commission is a county water commission, duly organized and existing under the laws of the State of Illinois. The Commission provides its Charter Customers and other customers in the DuPage County area with a common source of supply of water from Lake Michigan. The Commission purchases treated lake water from the City of Chicago, delivers the water to the Commission in the City of Chicago, and the water is transported from the City of Chicago to and throughout the DuPage County area. A general plan depicting the Commission's Waterworks System is included as an Appendix to the Contract Documents.

4. **The Work**

A general description of the Work for which the Commission is inviting bids by this Invitation is as follows:

The work consists of furnishing all materials, tools, appliances, methods, labor, equipment, supplies, transportation, services and other items and facilities as needed to perform emergency electrical work related to the Commission's Waterworks System at any time from the date of execution of the Contract Agreement through December 31, 2008. Emergency electrical work includes, without limitation, electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as determined by the Commission in its sole and absolute discretion.

5. **Time of Commencement and Completion**

All Work required by a Work Authorization Order issued in accordance with the Contract Documents shall be commenced within the time set forth in such Work Authorization Order and diligently and continuously prosecuted to completion. The time of beginning, rate of progress and time of completion is of the essence.

6. **Contract Documents**

The Contract Documents, as may be modified by Addenda, consist of the following component parts, all of which are by this reference made a part hereof as though fully set forth herein:

- A. the Invitation for Bids;
- B. the General Instructions to Bidders;
- C. the Work Authorization Order(s), if any;
- D. the General Conditions of Contract;
- E. the Specifications, and the Contract Drawings, if any;
- F. the Bidder's Proposal, including the Work History Statement; and
- G. the Contract Agreement.

The Contract Documents may be examined at the office of the Commission. A copy of the Contract Documents may be purchased at the offices of the Commission upon payment of \$25.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling.

DATED this ____ day of _____, 2006.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

GENERAL INSTRUCTIONS TO BIDDERS

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1. Examination of Contract Documents

(a) Contract Documents. Prospective bidders shall, before submitting a bid, carefully examine the Contract Documents, which consist of the Invitation for Bids, General Instructions to Bidders, Bidder's Proposal including the Work History Statement, Contract Agreement, Work Authorization Orders, if any, General Conditions, Specifications, Drawings, if any, and all Addenda thereto, all of which contain provisions applicable not only to any successful bidder but also to any Subcontractors of a successful bidder.

Special attention shall be given to the cost and feasibility of the procedures necessary for maintenance of a successful bidder's ability to meet minimum response times and uninterrupted operations; the need to interrupt operations for any reason; the availability and cost of labor; and the availability and cost of facilities for transportation, handling and storage of materials and equipment.

(b) Work Authorization Orders. The Commission may award a Contract to more than one bidder. The Commission shall not be obligated to issue any Work Authorization Orders under any Contract awarded. The Commission reserves the right to select which Contract, among any of the Contracts awarded, under which any such Work Authorization Order shall be issued. The Commission further reserves the right,

in the exercise of its sole discretion, but shall not be obligated, to direct a successful bidder to use Commission supplied appurtenances or other materials in the performance of any Work ordered pursuant to a Work Authorization Order. Bidders shall not, after submission of their proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

(c) Representation and Warranty of Bidder. All prospective bidders submitting a proposal expressly represent and warrant that by virtue thereof they have had an adequate period of time to conduct the independent investigation required by these Instructions during the bid period.

(d) Remedies for Failure to Comply. Any successful bidder will be responsible for all errors in its proposal resulting from bidder's failure or neglect to comply with these Instructions. No extra compensation will be allowed by reason of any such errors or by reason of any matters or things concerning which bidder failed or neglected to inform itself prior to bidding. The Commission will, in no case, be responsible for any additional compensation or any change in anticipated profits from such errors, failures or neglect and any successful bidder shall bear all costs associated therewith or arising therefrom.

2. Interpretation of Contract Documents

(a) Addenda. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, bidder may submit to the Commission a written request for an interpretation thereof at least ten (10) calendar days before the scheduled opening of bids. The person submitting the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Commission to each person receiving a set of the Contract Documents.

All Addenda issued prior to the opening of bids shall become a part of the Contract Documents.

Those questions not resolved by an Addendum shall not be considered valid questions.

(b) Informal Responses. The Commission will not give oral answers to any inquiries regarding the meaning of the Contract Documents or oral instructions prior to the award of the Contract nor any indication as to the validity of any inquiry. Any oral statement regarding same by any persons, prior to the award, shall not be binding, shall be deemed to be unauthorized and given informally for the information and convenience of bidder, shall not be guaranteed and shall not be relied upon by any bidder. Bidder hereby agrees that such information shall not be used as a basis of, nor shall the giving of any such information entitle bidder to assert, any claim or demand against the Commission, its officers, employees, agents, attorneys or engineers on account thereof.

3. **Prevailing Wages**

In accordance with "An Act Regulating Wages of Laborers, Mechanics, and Other Workers Employed in any Public Works by the State, County, City or any Public Body or any Political Subdivision or by any one Under Contract for Public Works," 820 ILCS 130/1 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Commission's "Ordinance Ascertaining the Prevailing Rate of Wages in DuPage County and Cook County," in effect as of the date of the Invitation for Bids, is attached to the Contract Documents as an Appendix. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes**

The Commission is exempt from state and local sales and use taxes and certain federal excise taxes. A letter of exemption will be provided to any bidder to whom a Contract is awarded, if necessary. The Commission will not reimburse nor assist any successful bidder in obtaining reimbursement for any state or local sales, use or excise taxes paid by that successful bidder. Successful bidders shall be required to reimburse the Commission for any such taxes paid, all as is more specifically provided in the General Conditions.

All rates and fees stated in proposals shall include any other applicable taxes.

5. **Preparation of Bidder's Proposal**

A bid on the Work shall be made only on the blank proposal form furnished by the Commission and included in the Contract Documents. Entries on the bidder's proposal form shall be typed or legibly written in ink. Bid prices are to be written by words and/or by figures as provided on the blank proposal form included in the Contract Documents, and in case of any conflict, words will prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A proposal may be rejected if it does not contain a requested price for each and every item named in the proposal or may be interpreted as bidding "no charge" to the Commission for any item left blank.

Bidders are warned against making alterations of any kind, and proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Commission.

Proposals that are not submitted on the proposal form included in the Contract Documents or that are separated from the Contract Documents may be rejected.

The bidder shall staple, or otherwise bind into the Contract Documents submitted, a copy of each Addendum issued for the Contract Documents during the bidding period and include on the proposal a listing of such Addenda where required. Proposals that fail to comply with this Instruction may be rejected.

All bidders submitting a proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing proposals found in Section 6 of these Instructions are complied with. However, proposals that fail to comply with Section 6 of these Instructions may nevertheless be rejected as provided for therein.

If a deficiently prepared proposal is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

6. **Requirements for Signing Proposals**

The following requirements must be observed in the signing of proposals:

- (a) Individuals. Proposals that are signed for an Individual shall be signed by such individual or signed by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by such individual.
- (b) Partnerships. Proposals that are signed for a Partnership shall have the correct Partnership name thereof, State of registration, address of its principal place of business, and shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by all of the General Partners.
- (c) Corporations. Proposals that are signed for a Corporation shall have the correct corporate name thereof, State of incorporation, address of its principal place of business, and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By: _____." A certified copy of a resolution of the Board of Directors evidencing the authority of the official signing the proposal to sign the proposal shall be attached to it. The proposal shall also bear the attesting signature of the Secretary or Assistant Secretary of the Corporation.
- (d) Joint Ventures. Proposals that are signed for a Joint Venture shall have the correct joint venture name thereof, address of its principal place of business and date of joint venture agreement and shall be signed by each signator of the joint venture agreement in accordance with the applicable provisions of (a), (b) and (c) above.

Proposals that fail to comply with this Instruction may be rejected, or, if not rejected, the Commission may demand correction thereof and award a Contract to the bidder upon satisfactory compliance with this Instruction.

7. **Bid Security**

(a) **Deficiencies.** Proposals may be rejected unless accompanied by a Bid Bond, Cashier's Check or Certified Check as set forth in the Invitation for Bids, as a guaranty that (i) if bidder is determined to be one of the "most favorable bidders" (see Section 13(b) below), bidder will submit all additional information requested by the Commission, and (ii) if the bid is accepted, bidder will timely execute the Contract Agreement. If a proposal with deficient bid security is not rejected, the Commission may demand correction of any deficiency and award a Contract to bidder upon satisfactory compliance with this Instruction.

(b) **Return of Bid Securities.** Bid securities submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the "most favorable bidders" within five (5) workdays after the opening of bids, and to the "most favorable bidders" within five (5) workdays after execution of a Contract Agreement by the Commission for all Contracts awarded. Bid Bonds will not be returned unless otherwise requested by the bidder.

(c) **Liquidated Damages.** If a "most favorable bidder" fails to timely submit all additional information requested by the Commission, or if a successful bidder fails to timely execute the Contract Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that the Commission will sustain by reason of such failure. For such reason, it is agreed that, at the Commission's option, bidder shall pay to the Commission, as liquidated damages and not as a penalty, the entire amount of the bid security in full settlement of all damages, or the Commission shall be entitled to exercise any and all equitable remedies it may have against the defaulting bidder for specific performance. Bidder, by submitting a proposal, specifically agrees to this provision.

8. **Surety and Insurance Commitments**

Proposals may be rejected unless accompanied by:

- (i) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute bonds in the form included with the Contract Documents upon award of the Contract to the bidder.
- (ii) A letter from the bidder's insurance representative certifying that said insurer has read the insurance requirements set forth in the Contract Documents and will issue the required policies at the time requested upon award of the Contract to the bidder.

If a proposal deficient in required surety and insurance commitments is not rejected, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with this Instruction.

9. **Filing of Proposal**

One copy of each proposal, properly signed, together with the bid security, surety and insurance commitment letters and all other documents required to be bound thereto, shall be enclosed in a sealed envelope or package addressed and delivered to the office designated in the Invitation for Bids. Sealed envelopes or packages containing proposals shall be identified as such and shall be marked with the title of the Contract and the bidder's full legal name. Any documents designated in the proposal form, including any Addenda officially issued by the Commission, will be considered part of the proposal whether attached or not. The proposal shall not be removed from these bound documents.

10. **Withdrawal of Proposal**

Any proposal may be withdrawn at any time prior to the opening of bids, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission prior to the opening of bids. The withdrawal of a bid prior to bid opening will not prejudice the right of the bidder to file a new proposal. No proposal may be withdrawn without the consent of the Commission for a period of forty-five (45) calendar days after the opening of bids. Any proposal may be withdrawn at any time following the expiration of the forty-five (45) calendar day period set forth above, provided that a request in writing, executed by the bidder in the manner specified in Section 6 of these Instructions, for the withdrawal of such bid is filed with the Commission after the forty-fifth day following bid opening. If no such request is filed, the bid acceptance date shall be deemed extended until such a request is filed or the Commission executes all Contracts awarded hereunder.

11. **Public Opening of Proposals**

Proposals will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation for Bids or as soon thereafter as possible. Bidders or their agents are invited to be present.

12. **Confidentiality**

The Commission shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, nor permit any of its employees, agents or representatives to so disclose, any information, knowledge or data of bidder that the Commission receives or obtains during the bidding process relating to business, commercial or financial information or other confidential or proprietary matters of bidder, unless such disclosure will not cause competitive harm, or such confidential information was actually known to the Commission, its employees, agents or representatives prior to submission of any proposal, or was properly obtained or evolved independently therefrom, or bidder consents to such disclosure. Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Notwithstanding the foregoing, bidder, by its submission of a proposal, acknowledges

that the Commission is subject to the Illinois Freedom of Information Act 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Commission pursuant to such Act shall be deemed to violate this paragraph.

13. **Qualification of Bidders**

(a) **Factors.** Price shall not be the dominant factor in making any awards but, rather, it is the intention of the Commission to award one or more Contracts to bidders who furnish satisfactory evidence that they understand the scope of the Work under this Contract and that they have the requisite experience, ability, capital, facilities, plant, organization and staffing to enable them to commence the Work within the minimum response time set forth in the Contract Documents and to perform the Work successfully and promptly.

(b) **Most Favorable Bidders.** A preliminary determination as to eligibility of up to three bidders (herein referred to as "the most favorable bidder(s)") who shall be eligible for further consideration shall be made on the basis of the dollar amount of the bids, the Commission's prior experience with the bidders, the Commission's knowledge of the bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Commission may legally consider in making its determination. The making of such a preliminary determination shall not waive the Commission's right to reject any and all bids nor waive such other rights as are set forth in Section 15 of these Instructions.

(c) **Final Determination.** The final determination of the successful bidders among the most favorable bidders shall be made on the basis of the above-mentioned facts and matters and any additional information that may be required of all or any one or more of the most favorable bidders. In the event the Commission requests additional information, the responding bidder must provide the requested information within two (2) workdays after receipt of any such request or within such longer period as the Commission may specify in its request. Failure to so answer shall be grounds for the imposition of liquidated damages at the Commission's option, all as is more specifically set forth in Section 7 above.

14. **Disqualification of Bidders**

(a) **More Than One Proposal.** More than one proposal for the Work described in these Contract Documents from an individual, firm or partnership, a corporation or an association under the same or different names, may not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the Work contemplated may cause the rejection of all proposals in which such bidder is interested.

(b) **Collusion.** If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

(c) Default. If a bidder is or has been in default on a contract with the Commission or in the payment of monies due the Commission, its proposal will not be considered.

(d) Deficiencies. The Commission expressly reserves the right in its sole and absolute discretion to disqualify bidders if:

- (i) the proposal does not contain a price for each pay item requested,
- (ii) the proposal form is other than that furnished by the Commission or if the form is altered or any part thereof detached,
- (iii) there are omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters and unsigned or improperly signed proposals,
- (iv) the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award, or
- (v) if the proposal is prepared with other than ink or typewriter.

If the deficient bidder is not disqualified, the Commission may demand correction of any deficiency and award a Contract to the bidder upon satisfactory compliance with these General Instructions to Bidders.

15. Award of Contract

(a) Reservation of Rights. The Commission reserves the right to accept any proposal that is, in its judgment, the best bid(s) and most favorable to the interests of the Commission and to the public; to reject the low bid; to accept more than one bid; to reject any and all bids; to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals. Proposals received after the specified time of opening will be returned unopened.

(b) Offers. All bids are offers only and no bids shall be deemed rejected, notwithstanding acceptance of any bid, until a Contract Agreement has been executed by the Commission and any and all successful bidders.

(c) Time of Award. It is expected that the award of the Contract, if it be awarded, will be made within forty-five (45) calendar days following the opening of bids. Should administrative difficulties be encountered after bid opening, including the

annulment of any award, that may delay an award or subsequent award beyond the forty-five (45) day period, the Commission may accept any bid for which the bid acceptance date has been extended as provided in Section 10 of these Instructions in order to avoid the need for readvertisement. No bidder shall be under any obligation to extend the period. Failure of one or more of the bidders or their sureties to extend the period shall not prejudice the right of the Commission to accept any bid for which the period has been extended.

16. Effective Date of Award

If one or more Contracts are awarded by the Commission, an award shall be effective when a Notice of Award in the form included in the Contract Documents has been issued to the applicable successful bidder. The Notice of Award shall set forth the Closing Date, by which date all conditions precedent to execution of the Contract Agreement as defined in Section 18(b) below shall be completed, unless extended as provided below. Five copies of the Contract Documents will be prepared by the Commission and submitted with the Notice of Award.

17. Penalty for Collusion

If at any time it shall be found that any person, firm or corporation to whom a Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the successful bidder and its sureties shall be liable to the Commission for all loss or damage that the Commission may suffer thereby, and any Contract so awarded shall, at the Commission's option, be null and void.

18. Closing

(a) Closing Date. The successful bidder(s) shall satisfactorily complete all conditions precedent to Closing within ten (10) calendar days following the effective date of award or within such extended period as the Commission may, in the exercise of its sole discretion, authorize, either before or after issuance of the Notice of Award. See Section 16 above. The "Closing Date" shall be the date set forth in the Notice of Award, or such extended date as the Commission may, in the exercise of its sole discretion, authorize thereafter.

(b) Conditions Precedent to Closing. The successful bidder(s) shall date all copies of the Contract Agreement as of the Closing Date set forth in the Notice of Award and shall duly execute them in accordance with the provisions of Section 6 above. The successful bidder(s) shall insert five executed copies of the Power(s) of Attorney or authorizing resolution(s), if any.

Failure to timely file the executed Contract Agreement, the authorizing resolution(s), or the Power(s) of Attorney shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 7 above. If the submitted Contract Agreement fails to comply with the Contract Documents or is not timely filed, the Commission may, in its sole discretion, annul the award or allow the successful bidder an opportunity to correct the deficiencies. In no event will the Commission

execute the Contract Agreement until any and all such deficiencies have been cured or the Commission has received adequate assurances of complete and prompt performance as determined by the Commission.

(c) Closing. At the Closing, and provided that all documents required to be filed prior to the Closing have been reviewed and determined by the Commission to be in compliance with the Contract Documents or adequate assurances of complete and prompt performance have been received, the Commission shall execute all copies of Contract Agreement, retain three copies of the completed Contract Documents, and tender two copies to the successful bidder(s) at the Closing. Any successful bidder or its agent are invited to be present at the Closing.

19. Failure to Close

(a) Annulment of Award. Failure of a successful bidder to comply with the conditions precedent to Closing shall be just cause for the annulment of the award.

(b) Subsequent Awards. Upon annulment of an award, the Commission may then award a Contract to any other bidder as the Commission, in its judgment, deems to be in its best interest, advertise anew for bids, or forego obtaining a replacement.

20. Time of Starting and Completion

(a) Commencement. Work shall generally be required to be commenced within twenty-four (24) hours following issuance of any Work Authorization Order by the Commission. Longer or shorter response times may be required depending upon the urgency with which the Work is desired to be performed. The successful bidder or bidders shall not dispute or complain of any minimum response times set forth in any Work Authorization Order nor shall any minimum response times set forth in any Work Authorization Order constitute the basis of a claim for damages or entitle the successful bidder or bidders to any compensation or damages therefore, other than as reflected in the rates and fees bid.

(b) Completion. Work shall be diligently and continuously prosecuted to completion. With respect to Work Authorization Orders with a minimum response time of three (3) hours or less, the Work ordered shall be deemed to be "Priority Emergency Work" requiring Work to be prosecuted twenty-four hours per day until completion and entitling the successful bidder to the additional compensation set forth in Paragraph D, entitled "For Priority Emergency Work," of the Bidder's Proposal.

(c) Coordination and Delays. Bidders are directed to the fact that the Work to be done under this proposal is only a part of constructing and maintaining a water supply system from the City of Chicago to the Commission's Charter Customers and others located throughout DuPage County, that contracts have been or will be let for other portions of the Commission's Waterworks System, and that the successful operation of the Commission's Waterworks System is dependent upon the completion of the Work under this proposal being coordinated with the work to be done by others. It is essential that all parties interested in the Commission's Waterworks System


cooperate, but the Commission cannot guarantee that no interference or delay will be caused by reason of work being performed by others. Prospective bidders may examine at the office of the Commission available specifications, drawings and data regarding materials and equipment to be furnished and work to be performed under separate contracts awarded by the Commission. Interference and delay shall not be the basis of claims against the Commission.

21. **Non-Discrimination**

The successful bidder(s) shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq., and the provisions of 775 ILCS 10/1 et seq. as though they were inscribed upon the face of the Contract Documents and such provisions are by this reference incorporated herein and made a part hereof.

DATE: November 2, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Authorizing the Execution of a Master Contract with EN Engineering, LLC for Professional Engineering Services Resolution No. R-43-06	APPROVAL	
Account Number: 01-60-6632			
<p>Pursuant to the Local Government Professional Services Selection Act, the Commission solicited statements of qualifications and proposals from qualified engineering firms with experience in conducting stray current interference testing, close interval survey testing, designing corrosion mitigation systems, and preparing assessment reports. Of the five engineering firms that obtained copies of the Request for Proposals, two engineering firms submitted proposals. Staff ranked the proposals received based on previous experience and then interviewed representatives from both firms. Based on the interviews and previous experience, staff is recommending that EN Engineering, LLC be selected to provide cathodic protection and other professional engineering services in connection with such discrete projects as may be needed from time to time.</p> <p>Resolution No. R-43-06 would approve a master contract with EN Engineering, LLC for cathodic protection and other professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p>			
MOTION: To approve Resolution No. R-43-06			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-43-06

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A MASTER CONTRACT WITH EN ENGINEERING, LLC
FOR PROFESSIONAL ENGINEERING SERVICES

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

WHEREAS, the Commission solicited statements of qualifications and proposals from qualified engineering firms with experience in conducting stray current interference testing, close interval survey testing, designing corrosion mitigation systems, and preparing assessment reports; ranked the proposals received based on previous experience; and interviewed the engineering firms that submitted proposals; and

WHEREAS, based on the presentations given and those factors identified above for the initial evaluation phase, the Commission selected EN Engineering, LLC, a Delaware limited liability company ("Consultant"), to provide cathodic protection and other professional engineering services in connection with such discrete projects as may be needed from time to time; and

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

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and EN Engineering, LLC for Professional Engineering Services in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the Master Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Contract executed by EN Engineering, LLC.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2006.

Vice Chairman

ATTEST:

Clerk

EXHIBIT 1

**MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
EN ENGINEERING, LLC
FOR
PROFESSIONAL ENGINEERING SERVICES**

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
EN ENGINEERING, LLC
FOR
PROFESSIONAL ENGINEERING SERVICES

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
EN ENGINEERING, LLC
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and EN Engineering, LLC, 7135 Janes Avenue, Woodridge, Illinois 60517, a Delaware limited liability company ("Consultant"), make this Contract as of the 10th day of November, 2006, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract:

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

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

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

1.8 Owner's Responsibilities

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

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

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

Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction,

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Warranty of Services

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Insurance

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

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

1. Worker's Compensation and Employer's Liability with limits not less than:
 - (a) Worker's Compensation: Statutory;

(b) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

All employees shall be included as insureds.

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

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

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

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

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

Coverages shall include:

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

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

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

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

Commercial Motor Vehicle Liability

Commercial General Liability

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

4.2 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

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

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 Security

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

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

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

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

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

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

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

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

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

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

EN Engineering, LLC
7135 Janes Avenue
Woodridge Illinois 60517
Attention: Joseph J. Posewick, P.E.
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 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.10 Governing Laws

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

7.11 Changes in Laws

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

7.12 Compliance with Laws and Grants

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

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

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

7.13 Documents

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

7.14 Time

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

7.15 Severability

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

7.16 Entire Agreement

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

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

7.17 Amendments

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

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

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Maureen A. Crowley
Clerk

By: _____
Robert L. Martin, P.E.
General Manager

Attest/Witness:

EN ENGINEERING, LLC

By: _____
Title: _____

By: _____
Joseph J. Posewick, P.E.
President

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

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

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

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

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and EN Engineering, LLC ("Consultant"), for Professional Engineering Services dated November 10, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state "none"]

4. **Commencement Date:**

☐

the date of execution of this Task Order by Owner.

☐

_____ days following execution of this Task Order by Owner.

☐

_____ days following issuance of Notice to Proceed by Owner.

☐

_____, 200_.

5. **Completion Date:**

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

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

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

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**☐**LUMP SUM TASK ORDER*****For use with single phase projects or multiple phase projects with single lump sum cost:***

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

(in writing) Dollars and _____ Cents
(in writing)_____
(in figures) Dollars and _____ Cents
(in figures)***For use with multiple phase projects with separate lump sum amounts:***

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

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

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

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

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

For use with multiple phase projects with separate pricing:

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

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

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

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

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

For use with multiple phase projects with separate pricing:

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

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

☐ PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. **Payments:**

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

For use with Lump Sum Task Orders:

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

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

OR

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

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

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

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

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

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

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

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

10. **Special Safety Requirements:**

[state "none" or:

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

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

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

11. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

12. **Attachments:**

[List or state "none"]

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

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

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin, P.E.
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Edward Kazmierczak

Title: Pipeline Supervisor

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

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

By: _____
Joseph J. Posewick, P.E.
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

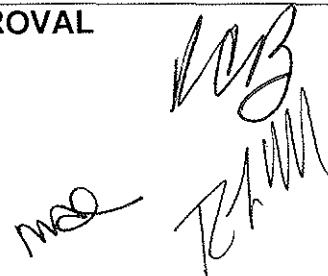
E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DATE: November 2, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Greeley and Hansen LLC at the November 9, 2006, DuPage Water Commission Meeting</p> <p>Resolution No. R-44-06</p>	APPROVAL	
<p>Account Number: 01-60-7915</p> <p>The Commission entered into a master contract with Greeley and Hansen LLC dated August 10, 2006, 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-44-06 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 3: Lexington Pumping Station Topographic Surveying</p> <p>Perform topographic surveying of the site to assist in evaluating suggestions stemming from the Value Engineering Study which will also assist in the design of the proposed on-site generation & photo-voltaic installation at the Lexington Pump Station. This surveying work encompasses the area from the east property line west to the east side of the pumping station, bounded by the north and south property lines, and from the east side of the pumping station to the west side of the pumping station along the north pumping station wall to the north property line. The topographic survey shall also include the pumping station building outline. The cost of this Task Order is not-to-exceed \$34,626.</p>			
<p>MOTION: To approve Resolution No. R-44-06.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-44-06

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH GREELEY AND HANSEN LLC AT THE
NOVEMBER 9, 2006, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Greeley and Hansen LLC (the "Consultant") dated August 10, 2006, to provide, from time to time, professional engineering services in connection with various 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. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Greeley and Hansen LLC ("Consultant"), for Professional Engineering Services dated August 10, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Lexington Pumping Station Topographic Surveying

2. **Services of Consultant:**

A. Basic Services: Survey the site encompassing the area from the east property line west to the east side of the pumping station, bounded by the north and south property lines, and from the east side of the pumping station to the west side of the pumping station along the north pumping station wall to the north property line. Topographic survey shall also include the pumping station building outline. Prepare electronic drawings of the site and field verify. All data shall be in state plane coordinate system.

B. Additional Services:

None

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

None

4. **Commencement Date:**

November 10, 2006

5. **Completion Date:**

February 1, 2007

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

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

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

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

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Personnel Expense times a factor of 2.2 for Greeley and Hansen personnel and 2.18 for subconsultant personnel, for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$34,626.00, except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Personnel Expense shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, 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 November 10, 2006.

DUPAGE WATER COMMISSION

BY:

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Facilities Construction Supervisor

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

GREELEY AND HANSEN LLC

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen H. Palac, P.E.

Title: Principal

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

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

Phone: 312.578.2424


Fax: 312.558.1006



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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


DATE: November 6, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. A meeting was held on October 30th with the managers and finance directors of our customer utilities to discuss the Commission's long term financial plan and capital improvement projects.
2. Copies of the Commission's 2005-2006 Annual Report and the Illinois Auditor General's Financial Audit and Compliance Examination for Fiscal Year ending April 30, 2006 was mailed to the customer utilities, bond trustees and bond rating agencies.
3. Former Commissioner Raymond Benson was awarded the 2006 Governmental Leader of the Year by the DuPage Mayors and Managers Conference at their October 18, 2006 Conference Business Meeting at the Doubletree Hotel Oak Brook. Chairman Rathje, Commissioners Mueller and Murphy were in attendance.

DATE: October 5, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Old Business	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	Approval of Task Order No. 13 from Resolution R-30-06	APPROVAL	
Account Number: WF- 01-60-7110			
<p>The Commission tabled Task Order No. 13 from Resolution No. R-30-06 at the September 14, 2006 to the October 12, 2006 Commission meeting.</p> <p>Task Order No. 13: At a cost not-to-exceed \$8,740.00, CTE will work with Commission and Bensenville Park District staff to provide preliminary cost estimates for four possible scenarios to deliver an average daily flow of 6,000 gallons per day and analyze the transmission system model for each connection point to provide a minimum flow of 1,500 gpm. Task Order No. 13 will not be signed on behalf of the Commission, and no work will be commenced under Task Order No. 13, until the Bensenville Park District has deposited with the Commission the sum of \$15,000 to cover the cost of Task Order No. 13 and other costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			
<p>MOTION: To approve Task Order No. 13 from Resolution No. R-30-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc., at the September 14, 2006, DuPage Water Commission Meeting, subject to receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			

TASK ORDER NO. 13

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:**

Bensenville Park District Water Service – White Pines Golf Course

2. **Services of Consultant:**

A. Basic Services:

Work with Owner and Bensenville Park District to provide preliminary cost estimates for four possible scenarios to deliver an average daily flow of 6,000 gallons per day:

- A typical DuPage Water Commission underground metering station with controls utilizing an existing 8" blow-off valve on Church Road (TN-1 Sta. 425+60) with approximately 50 lineal feet of 8-inch diameter feeder main;
- A typical DuPage Water Commission underground metering station with controls, installing a 12" tee and a 36" butterfly valve on a 36" pre-stressed concrete cylinder pipe at the general vicinity of Church Road and Third Avenue (TN-1 Sta. 421+50) and approximately 1,750 lineal feet of 12-inch diameter feeder main;
- A joint metering/pressure adjusting station with controls in the metering station utilizing an existing 8" blow-off valve on Church Road (TN-1 Sta. 425+60) with approximately 50 lineal feet of 8-inch diameter feeder main;
- A joint metering/pressure adjusting station with controls in the metering station, installing a 12" tee and a 36" butterfly valve on a 36" pre-stressed concrete cylinder pipe at the general vicinity of Church Road and Third Avenue (TN-1 Sta. 421+50) and approximately 1,750 lineal feet of 12-inch diameter feeder main.

B. Additional Services:

Utilizing the calibrated computerized hydraulic model of Owner's water transmission system, which will have been converted to the Haestad Methods WaterCAD, version 7.0 format under Task Order No. 8 to the Contract, analyze the transmission system model in order to evaluate both connection points (TN-1 Sta. 425+60 and TN-1 Sta. 421+50) to provide a

minimum flow of 1,500 gpm with a minimum pressure at a point 10 feet downstream of Owner's proposed metering station.

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

None

4. **Commencement Date:**

September 15, 2006

5. **Completion Date:**

30 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 \$8,740.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

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

Direct Labor Costs shall mean 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 September 15, 2006.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick
Title: Facilities Construction Supervisor
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: bostick@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

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, Suite 600, Chicago, Illinois 60601


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

Phone: (312) 373-6631

Fax: (312) 373-6868

DATE: September 6, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Authorize Virchow Krause & Company, LLP to Estimate the Capital Cost Recovery Charge for Bensenville Park District	APPROVAL	
Account Number: 01-60-7110			
<p>The Bensenville Park District requested to join the Commission as a subsequent customer. To prepare the Water Purchase and Sale Contract, it is necessary to estimate the Capital Cost Recovery Charge. Virchow Krause & Company, LLP assisted the Commission in the development of the subsequent customer rate methodology. Virchow Krause & Company will not be engaged until the Bensenville Park District has deposited with the Commission the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			
<p>MOTION: To authorize Virchow Krause & Company, LLP to estimate the Capital Cost Recovery Charge per the methodology approved in Resolution No. R-79-04, upon receipt of the sum of \$15,000 to cover the costs to be incurred by the Commission preliminary to the consideration of a Water Purchase and Sale Contract between the Commission and the Bensenville Park District.</p>			

PACKET: 00064 HOLD FOR BOARD MEETING
ENCLAV 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			
1-200610260998		LEGAL SERVICES: SEPT. 2006	3,728.67		
11/09/2006	IL	DUE: 10/13/2006 DISC: 10/13/2006			
		LEGAL SERVICES: SEPT. 2006		01 60-6251	LEGAL SERVICES- GENERAL 3,728.67
=== VENDOR TOTALS ===			3,728.67		
01-1137		ROSSI CONTRACTORS, INC.			
1-0001-004A		ASPHALT PATCHING - WOODRIDGE	3,522.46		
10/31/2006	IL	DUE: 10/31/2006 DISC: 10/31/2006			
		ASPHALT PATCHING - WOODRIDGE		01 60-6631	PIPELINE REPAIRS 3,522.46
=== VENDOR TOTALS ===			3,522.46		
=== PACKET TOTALS ===			7,251.13		

PACKET: 00564 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	7,251.13
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	7,251.13
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*** G/L ACCOUNT TOTALS ***

DATE	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2006-2007	01	-60-6251	LEGAL SERVICES- GENERAL	3,728.67	80,000	59,817.51		
	01	-60-6631	PIPELINE REPAIRS	3,522.46	3,997,500	3041,883.65		
			*** 2006-2007 YEAR TOTALS	7,251.13				

INVOICE: 00564 HOLD FOR BOARD MEETING
CENTER SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

*** POSTING PERIOD RECAP ***

FUND	PERIOD	AMOUNT
01	10/2006	3,522.46
01	11/2006	3,728.67

NO ERRORS

*** END OF REPORT ***

TOTAL ERRORS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1325	A.R.D.C.						
I-200610250989	A.R.D.C. REGISTRATION-CROWLEY	R	10/27/2006	289.00		002152	289.00
	*** VENDOR TOTALS ***					1 CHECKS	289.00
1426	ABLE CONCRETE CORRECTION, INC.						
I-421	REPAIRS TO CONCRETE WALKWAY	R	10/13/2006	4,401.00		002090	4,401.00
	*** VENDOR TOTALS ***					1 CHECKS	4,401.00
1561	ADVANTAGE TRAILERS & HITCHES						
I-57422	REPAIRS TO SNOWPLOW	R	10/13/2006	403.94		002091	403.94
	*** VENDOR TOTALS ***					1 CHECKS	403.94
1667	AEREX PEST CONTROL						
I-700003	EXTERMINATOR: SEPT. 2006	R	10/13/2006	47.00		002092	
I-700014	EXTERMINATOR: SEPT. 2006	R	10/13/2006	47.00		002092	
I-700499	EXTERMINATOR: SEPT. 2006	R	10/13/2006	50.00		002092	144.00
	*** VENDOR TOTALS ***					1 CHECKS	144.00
1687	ALLIANCE WINDOW CLEANING INC.						
I-87977	WINDOW WASHING: OCT. 2006	R	10/27/2006	464.00		002153	464.00
	*** VENDOR TOTALS ***					1 CHECKS	464.00
1806	AMWA						
I-200610271002	YEARLY MEMBERSHIP - AMWA	R	10/27/2006	7,302.07		002154	7,302.07
	*** VENDOR TOTALS ***					1 CHECKS	7,302.07
1316	ANTHONY ROOFING, LTD.						
I-321746754	DPFS ROOF REPAIRS	R	10/13/2006	475.00		002093	475.00
	*** VENDOR TOTALS ***					1 CHECKS	475.00
1428	ARROW MASONRY AND EXTERIORS, I						
I-5774	REPAIRS TO MASONRY AT DPFS	R	10/27/2006	3,750.00		002155	3,750.00
	*** VENDOR TOTALS ***					1 CHECKS	3,750.00
1667	AT&T						
I-200610940974	DPFS PHONE SERV.: 09/22-10/21	R	10/13/2006	346.75		002094	346.75
1397	AT&T						
I-200610250990	TANK SITE # 1: 10/04-11/03/06	R	10/27/2006	19.15		002156	19.15
	*** VENDOR TOTALS ***					2 CHECKS	365.90

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR ID	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1393	AT&T LONG DISTANCE						
1-200610120981	DPPS LONG DIST. SERV.: 09/06	R	10/13/2006	95.71		002095	95.71
	*** VENDOR TOTALS ***					1 CHECKS	95.71
1307	OFFICE OF THE AUDITOR GENERAL						
1-200610271003	ANNUAL AUDIT	R	10/27/2006	57,270.00		002157	57,270.00
	*** VENDOR TOTALS ***					1 CHECKS	57,270.00
1343	AVALON PETROLEUM COMPANY						
1-484348	GASOLINE	R	10/13/2006	2,127.50		002096	2,127.50
	*** VENDOR TOTALS ***					1 CHECKS	2,127.50
413	BARR MECHANICAL SALES, INC.						
1-06-655	PRESSURE/TEMPERATURE GAGE	R	10/13/2006	98.00		002097	98.00
	*** VENDOR TOTALS ***					1 CHECKS	98.00
1258	BASIC CHEMICAL SOLUTIONS, LLC						
1-815231677	SODIUM HYPOCHLORITE	R	10/13/2006	2,793.35		002098	2,793.35
	*** VENDOR TOTALS ***					1 CHECKS	2,793.35
1170	BOYE JANITORIAL SERVICE INC.						
1-8502	JANIT. SERV. & SUP.: 10/06	R	10/27/2006	2,404.60		002158	2,404.60
	*** VENDOR TOTALS ***					1 CHECKS	2,404.60
1090	BRIGHT ELECTRICAL SUPPLY CO.						
1-734636	METER STATION MAINTENANCE	R	10/13/2006	390.00		002099	390.00
	*** VENDOR TOTALS ***					1 CHECKS	390.00
1381	BUTTREY RENTAL SERVICE						
1-31980	CORING DRILL RENTAL	R	10/13/2006	82.00		002100	82.00
	*** VENDOR TOTALS ***					1 CHECKS	82.00
1048	CAMP DRESSER & MCKEE INC.						
1-80239021/21	PIPE LOOP TESTING: 08/20-09/19	R	10/13/2006	4,265.79		002101	4,265.79
1049	CAMP DRESSER & MCKEE INC.						
1-80239021/20	EVAL. ELECT. GEN. SUP. ALT.	R	10/27/2006	7,867.58		002159	7,867.58
	*** VENDOR TOTALS ***					2 CHECKS	12,133.37
1127	CATHODIC PROTECTION MANAGEMENT						
1-CP-3 # 12 & FINAL	CORROSION SURVEY	R	10/13/2006	55,302.96		002102	55,302.96
	*** VENDOR TOTALS ***					1 CHECKS	55,302.96

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1134	CITY OF CHICAGO DEPARTMENT OF LEX. STA. ELECT.: 07/27-08/27	R	10/13/2006	100,879.95		002103	100,879.95
1134	CITY OF CHICAGO DEPARTMENT OF LEX. PUMP STA. LABCR: 08/06	R	10/13/2006	31,632.72		002104	31,632.72
1134	CITY OF CHICAGO DEPARTMENT OF LEX. STA. ELECT.: 08/27-09/26	R	10/27/2006	80,000.80		002160	80,000.80
	*** VENDOR TOTALS ***					3 CHECKS	212,513.47
1135	CITY OF CHICAGO SUPERINTENDENT WATER BILLING: 09/01-09/30/06	R	10/13/2006	3,377,189.20		002105	3,377,189.20
	*** VENDOR TOTALS ***					1 CHECKS	3,377,189.20
1118	CHICAGO TRIBUNE EMPLOYMENT AD, LEGAL NOTICE	R	10/13/2006	2,309.10		002106	2,309.10
	*** VENDOR TOTALS ***					1 CHECKS	2,309.10
1091	CINTAS FIRST AID & SAFETY FIRST AID SUPPLIES	R	10/27/2006	144.80		002161	144.80
	*** VENDOR TOTALS ***					1 CHECKS	144.80
1008	COMCAST INTERNET SERV: 10/27-11/26	R	10/27/2006	84.95		002162	84.95
	*** VENDOR TOTALS ***					1 CHECKS	84.95
1009	COMED METER STATION ELECTRIC SERVICE	R	10/13/2006	3,750.30		002107	3,750.30
1019	COMED METER STATION ELECTRIC SERVICE	R	10/27/2006	60.80		002163	60.80
	*** VENDOR TOTALS ***					2 CHECKS	3,811.10
1090	COUNTY OF COOK DEPARTMENT OF R ANN. LICENSE FEE: 07/06-06/07	R	10/13/2006	2,995.00		002108	2,995.00
	*** VENDOR TOTALS ***					1 CHECKS	2,995.00
1034	CTE ENGINEERS CONCRETE RESERV. - 08/26-09/29	R	10/27/2006	278.11		002164	278.11
	IDSE DIST. SYS.: 08/26-09/29	R	10/27/2006	17,971.06		002164	17,971.06
	ENGINEERING: SECURITY DOORS	R	10/27/2006	3,750.00		002164	3,750.00
	*** VENDOR TOTALS ***					1 CHECKS	21,999.17

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1014	DHL EXPRESS (USA) INC.						
1-Y7330234	OVERNIGHT MAIL	R	10/13/2006	74.82		002109	74.82
1014	DHL EXPRESS (USA) INC.						
1-Y9905685	OVERNIGHT MAIL	R	10/27/2006	496.95		002165	496.95
	*** VENDOR TOTALS ***					2 CHECKS	571.77
1143	DISCOUNT TIRE CO. INC.						
1-7643933	TIRES: M-66159	R	10/27/2006	487.00		002166	487.00
	*** VENDOR TOTALS ***					1 CHECKS	487.00
1169	DREISILKER ELECTRIC MOTORS, IN						
1-1473143	THERMOSCAN	R	10/13/2006	1,710.00		002110	1,710.00
	*** VENDOR TOTALS ***					1 CHECKS	1,710.00
1233	ELMHURST MEMORIAL HOSPITAL						
1-34674	ANNUAL EMPLOYEE PHYSICALS	R	10/13/2006	2,513.00		002111	
1-34675	PRE-EMPLOYMENT PHYSICAL	R	10/13/2006	85.00		002111	2,598.00
1233	ELMHURST MEMORIAL HOSPITAL						
1-35003	ANNUAL EMPLOYEE PHYSICALS	R	10/27/2006	267.00		002167	267.00
	*** VENDOR TOTALS ***					2 CHECKS	2,865.00
1397	ELMHURST PLAZA STANDARD INC.						
1-10184	GASOLINE	R	10/13/2006	54.21		002112	
1-15070	GASOLINE	R	10/13/2006	67.95		002112	122.16
	*** VENDOR TOTALS ***					1 CHECKS	122.16
1006	EXCALIBUR REFRESHMENT CONCEPTS						
1-56887	COFFEE & SUPPLIES	R	10/27/2006	175.05		002168	
1-56939	COFFEE SUPPLIES	R	10/27/2006	20.40		002168	195.45
	*** VENDOR TOTALS ***					1 CHECKS	195.45
1417	FANNING & COMPANY, LLC						
1-130610250993	VALUE ENG. STUDY SERVICES	R	10/27/2006	20,974.00		002169	20,974.00
	*** VENDOR TOTALS ***					1 CHECKS	20,974.00
1420	FASTENAL COMPANY						
1-111813015	METER STATION MAINTENANCE	R	10/13/2006	33.90		002113	33.90
	*** VENDOR TOTALS ***					1 CHECKS	33.90

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1065	FEDEX						
1-8-434-72706	OVERNIGHT MAIL	R	10/13/2006	448.05		002114	448.05
	*** VENDOR TOTALS ***					1 CHECKS	448.05
1062	AJ GALLAGHER RISK MGMT SVCS PR						
1-313567	ENVIRONMENTAL LIABILITY	R	10/27/2006	500.00		002170	500.00
	*** VENDOR TOTALS ***					1 CHECKS	500.00
1064	GLENBARD ELECTRIC SUPPLY, INC.						
1-1054774-02	MAINTENANCE SUPPLIES	R	10/27/2006	278.65		002171	278.65
	*** VENDOR TOTALS ***					1 CHECKS	278.65
1055	GRAINGER						
C-9186072683	DRINKING FOUNTAIN RETURNED	R	10/13/2006	537.75CR		002115	
1-8186285703	DRINKING FOUNTAIN	R	10/13/2006	709.00		002115	
1-9202352200	METER STATION MAINTENANCE	R	10/13/2006	38.00		002115	
1-8201631732	MAINTENANCE SUPPLIES	R	10/13/2006	34.00		002115	243.25
	*** VENDOR TOTALS ***					1 CHECKS	243.25
1039	GRAYBAR						
1-921232753	MAINTENANCE SUPPLIES	R	10/27/2006	150.00		002172	150.00
	*** VENDOR TOTALS ***					1 CHECKS	150.00
1101	HOLLAND & KNIGHT LLP						
1-290609290970	LEGAL SERVICES: AUGUST 2006	R	10/13/2006	10,161.51		002116	10,161.51
	*** VENDOR TOTALS ***					1 CHECKS	10,161.51
1053	HOME DEPOT CREDIT SERVICES						
1-5012646	MAINTENANCE SUPPLIES	R	10/13/2006	39.70		002117	
1-5013338	MAINTENANCE SUPPLIES	R	10/13/2006	171.85		002117	
1-5065511	MAINTENANCE SUPPLIES	R	10/13/2006	28.80		002117	
1-7053123	MAINTENANCE SUPPLIES	R	10/13/2006	52.79		002117	
1-8025216	MAINTENANCE SUPPLIES	R	10/13/2006	66.92		002117	
1-8925245	MAINTENANCE SUPPLIES	R	10/13/2006	1.20		002117	
1-9137711	PIPELINE SUPPLIES	R	10/13/2006	99.72		002117	460.98
	*** VENDOR TOTALS ***					1 CHECKS	460.98
1034	ILLINOIS SECRETARY OF STATE						
1-200610170089	LICENSE PLATES	R	10/17/2006	107.00		002151	107.00
	*** VENDOR TOTALS ***					1 CHECKS	107.00

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
156	ILLINOIS STATE POLICE						
1-200610120982	RADIO SERVICE: 10/01-12/31/06	R	10/13/2006	1,282.50		002118	1,282.50
	*** VENDOR TOTALS ***					1 CHECKS	1,282.50
1080	INCODE-CMS						
1-47874	ANNUAL SOFTWARE MAINTENANCE	R	10/13/2006	624.00		002119	624.00
	*** VENDOR TOTALS ***					1 CHECKS	624.00
1104	ITG SOLUTIONS, INC.						
1-80028	MAINTENANCE SUPPLIES	R	10/13/2006	452.25		002120	452.25
	*** VENDOR TOTALS ***					1 CHECKS	452.25
010	JPMORGAN CHASE BANK, N.A.						
1-20060614581	TRUSTEE ADMIN FEE REV. BOND	R	10/13/2006	5,000.00		002121	5,000.00
	*** VENDOR TOTALS ***					1 CHECKS	5,000.00
1020	JULIE, INC.						
1-09-06-0432	UTILITY LOCATES: SEPT. 2006	R	10/13/2006	5,019.80		002122	5,019.80
	*** VENDOR TOTALS ***					1 CHECKS	5,019.80
1030	LAWSON PRODUCTS, INC.						
1-489168	MAINTENANCE SUPPLIES	R	10/13/2006	1,249.84		002123	1,249.84
	*** VENDOR TOTALS ***					1 CHECKS	1,249.84
100	LESMAN INSTRUMENT COMPANY						
1-1-060000	METER STATION MAINTENANCE	R	10/13/2006	425.67		002124	425.67
	*** VENDOR TOTALS ***					1 CHECKS	425.67
1069	MEL'S ACE HARDWARE						
1-01570168 76	METER STATION MAINTENANCE	R	10/13/2006	54.73		002125	
1-01570799 76	METER STATION MAINTENANCE	R	10/13/2006	85.49		002125	
1-01570869 76	MAINTENANCE SUPPLIES	R	10/13/2006	4.99		002125	
1-01570912 76	MAINTENANCE SUPPLIES	R	10/13/2006	9.44		002125	
1-01571814 76	METER STATION MAINTENANCE	R	10/13/2006	77.35		002125	
1-01572024 76	MAINTENANCE SUPPLIES	R	10/13/2006	5.39		002125	
1-01572484 76	MAINTENANCE SUPPLIES	R	10/13/2006	3.42		002125	
1-01572523 77	MAINTENANCE SUPPLIES	R	10/13/2006	27.24		002125	
1-01574237 76	MAINTENANCE SUPPLIES	R	10/13/2006	13.03		002125	
1-01574368 76	MAINTENANCE SUPPLIES	R	10/13/2006	23.97		002125	
1-01574411 76	MAINTENANCE SUPPLIES	R	10/13/2006	3.95		002125	
1-01575172 77	MAINTENANCE SUPPLIES	R	10/13/2006	10.42		002125	
1-01576058 76	MAINTENANCE SUPPLIES	R	10/13/2006	3.17		002125	
1-01576149 76	VEHICLE MAINTENANCE	R	10/13/2006	3.50		002125	
1-01576325 76	LOCATOR BATTERIES	R	10/13/2006	26.98		002125	
1-01576454 76	METER STATION MAINTENANCE	R	10/13/2006	57.55		002125	
1-01576680 76	VEHICLE MAINTENANCE	R	10/13/2006	70.75		002125	
1-01577407 77	MAINTENANCE SUPPLIES	R	10/13/2006	6.82		002125	488.19
	*** VENDOR TOTALS ***					1 CHECKS	488.19

VENDOR REF: 01 DuPage Water Commission
 BANK: 1L ILLINOIS FUNDS

VENDOR P.P.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
051	MENARDS- HILLSIDE						
	C-966791 MAINTENANCE SUPPLIES RETURNED	R	10/13/2006	9.89CR		002126	
	I-966746 MAINTENANCE SUPPLIES	R	10/13/2006	47.30		002126	
	I-96674 MAINTENANCE SUPPLIES	R	10/13/2006	9.89		002126	
	I-966711 MAINTENANCE SUPPLIES	R	10/13/2006	90.95		002126	
	I-966789 MAINTENANCE SUPPLIES	R	10/13/2006	11.45		002126	
	I-966712 MAINTENANCE SUPPLIES	R	10/13/2006	11.12		002126	
	I-966767 MAINTENANCE SUPPLIES	R	10/13/2006	3.46		002126	
	I-966775 MAINTENANCE SUPPLIES	R	10/13/2006	3.58		002126	167.98
	*** VENDOR TOTALS ***					1 CHECKS	167.98
104	MICRO CENTER						
	C-1329227 COMPUTER SUPPLIES RETURNED	R	10/13/2006	2.99CR		002127	
	I-1329224 COMPUTER SUPPLIES	R	10/13/2006	101.94		002127	
	I-1329208 COMPUTER SUPPLIES	R	10/13/2006	0.97		002127	99.92
	*** VENDOR TOTALS ***					1 CHECKS	99.92
114	NK BATTERY						
	I-11126373 EMERGENCY LIGHT BATTERIES	R	10/13/2006	70.66		002128	
	I-11129017 EMERGENCY LIGHT BATTERIES	R	10/13/2006	598.55		002128	669.21
	*** VENDOR TOTALS ***					1 CHECKS	669.21
1021	NAPERVILLE, CITY OF						
	I-200610040977 METER STATION ELECTRIC SERVICE	R	10/13/2006	31.04		002129	
	I-200610100983 METER STATION ELECTRIC SERVICE	R	10/13/2006	32.10		002129	63.14
011	NAPERVILLE, CITY OF						
	I-200610250995 METER STATION ELECTRIC SERVICE	R	10/27/2006	120.45		002173	
	I-200610270999 METER STATION ELECTRIC SERVICE	R	10/27/2006	30.58		002173	151.03
	*** VENDOR TOTALS ***					2 CHECKS	214.17
1070	NATIONAL CITY BANK						
	I-103899 SAFEKEEPING FEES: AUG. 2006	R	10/13/2006	1,005.70		002130	1,005.70
	*** VENDOR TOTALS ***					1 CHECKS	1,005.70
1003	NATIONAL SAFETY COUNCIL						
	I-2017627 SAFETY TRAINING	R	10/13/2006	2,950.00		002131	2,950.00
	*** VENDOR TOTALS ***					1 CHECKS	2,950.00
1141	NATIONAL WATERWORKS, INC.						
	I-1597768 10" FLANGE VALVE PLUG	R	10/27/2006	4,565.00		002174	4,565.00
	*** VENDOR TOTALS ***					1 CHECKS	4,565.00

BUNAP SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1060	NTG, INC.						
1-51482	SCADA/INSTRUMENTATION	R	10/13/2006	230.00		002132	
1-51516	CORROSTON TELEMETRY: 09/06	R	10/13/2006	102.00		002132	332.00
	*** VENDOR TOTALS ***					1 CHECKS	332.00
1100	NEW PIG						
1-7634944-00	MAINTENANCE SUPPLIES	R	10/27/2006	669.27		002175	669.27
	*** VENDOR TOTALS ***					1 CHECKS	669.27
1110	NEWARK INONE						
1-13372600	SCADA/INSTRUMENTATION	R	10/27/2006	49.73		002176	49.73
	*** VENDOR TOTALS ***					1 CHECKS	49.73
1220	NEXTEL COMMUNICATIONS						
1-648652511-056	CELL PHONE SERV.: 09/09-10/08	R	10/27/2006	989.01		002177	989.01
	*** VENDOR TOTALS ***					1 CHECKS	989.01
1111	NORTH SHORE UNIFORM						
1-06-940	UNIFORMS	R	10/13/2006	167.00		002133	
1-06-941	UNIFORMS	R	10/13/2006	150.65		002133	317.65
	*** VENDOR TOTALS ***					1 CHECKS	317.65
1222	OAKFIELD FORD, INC.						
1-399851	VEHICLE MAINTENANCE: M-63638	R	10/13/2006	58.21		002134	58.21
	*** VENDOR TOTALS ***					1 CHECKS	58.21
1221	OFFICE DEPOT						
1-326276891-001	OFFICE SUPPLIES	R	10/13/2006	26.30		002135	26.30
	*** VENDOR TOTALS ***					1 CHECKS	26.30
1209	OLIVE GROVE LANDSCAPING, INC.						
1-8614	MONTHLY MAINT. - APRIL 2006	R	10/13/2006	4,242.50		002136	
1-8758	MONTHLY MAINT. - MAY 2006	R	10/13/2006	4,537.50		002136	
1-8843	TURF REPLACEMENT	R	10/13/2006	2,500.00		002136	
1-8855	MONTHLY MAINT. - JUNE 2006	R	10/13/2006	4,242.50		002136	
1-8943	MONTHLY MAINT. - JULY 2006	R	10/13/2006	4,242.50		002136	
1-9900	MONTHLY MAINT. - AUG. 2006	R	10/13/2006	4,537.50		002136	
1-9066	MONTHLY MAINT. - SEPT. 2006	R	10/13/2006	4,242.50		002136	28,545.00
	*** VENDOR TOTALS ***					1 CHECKS	28,545.00
1038	ORR SAFETY						
1-INV0654722	REPAIRS TO GAS DETECTOR	R	10/27/2006	75.00		002178	
1-INV0685146	CALIBRATE GAS MONITOR	R	10/27/2006	75.00		002178	
1-INV0686226	CALIBRATION GAS MIXTURE	R	10/27/2006	195.00		002178	345.00
	*** VENDOR TOTALS ***					1 CHECKS	345.00

VENDOR SET: 01 DuPage Water Commission

BANK: 11 ILLINOIS FUNDS

VENDOR I.L.L.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1081	PATRICK ENGINEERING INC.						
1-20606.034-0000001	DWC SUPPLEMENTARY GIS SERV.	R	10/13/2006	1,200.00		002137	1,200.00
1081	PATRICK ENGINEERING INC.						
1-20606.034-002	DWC SUPPLEMENTARY GIS SERV.	R	10/27/2006	5,550.00		002179	
1-9593.H0-008	INDETERMINATE ASSIST.	R	10/27/2006	1,625.00		002179	7,175.00
	*** VENDOR TOTALS ***					2 CHECKS	8,375.00
101	PERSPECTIVES, LTD.						
1-61858	EMPLOYEE ASSIST 10/06-12/06	R	10/13/2006	273.00		002138	273.00
	*** VENDOR TOTALS ***					1 CHECKS	273.00
1079	PETERS & ASSOCIATES						
1-28910	DISASTER RECOVERY PLAN PROJECT	R	10/27/2006	4,350.00		002180	4,350.00
	*** VENDOR TOTALS ***					1 CHECKS	4,350.00
1061	PLATINUM PLUS FOR BUSINESS						
1-200610250896	ADM, GAS, I-PASS, PUBLICATION	R	10/27/2006	1,315.66		002181	
1-200610271090	CONFERENCES, PUBLICATIONS	R	10/27/2006	1,329.01		002181	2,644.67
	*** VENDOR TOTALS ***					1 CHECKS	2,644.67
111	PROSAFETY						
1-1423510	METER STATION MAINTENANCE	R	10/27/2006	33.04		002182	33.04
	*** VENDOR TOTALS ***					1 CHECKS	33.04
1039	QUILL CORPORATION						
1-1243429	OFFICE SUPPLIES	R	10/13/2006	78.10		002139	
1-1275524	OFFICE SUPPLIES	R	10/13/2006	12.58		002139	
1-1313812	OFFICE SUPPLIES	R	10/13/2006	55.65		002139	146.33
1039	QUILL CORPORATION						
1-1575658	OFFICE SUPPLIES	R	10/27/2006	94.28		002183	
1-1596619	OFFICE SUPPLIES	R	10/27/2006	5.60		002183	
1-1612782	OFFICE SUPPLIES	R	10/27/2006	192.62		002183	
1-1671144	OFFICE SUPPLIES	R	10/27/2006	24.37		002183	
1-1756352	OFFICE SUPPLIES	R	10/27/2006	202.08		002183	
1-1759506	OFFICE SUPPLIES	R	10/27/2006	13.49		002183	532.44
	*** VENDOR TOTALS ***					2 CHECKS	678.77
1430	RCM DATA CORPORATION						
1-0101700014	REPAIR HP INKJET 2600	R	10/27/2006	200.00		002184	200.00
	*** VENDOR TOTALS ***					1 CHECKS	200.00

CHECK SET: 01 DuPage Water Commission

FUND: 11 ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1059	RED WING SHOE STORE						
I-00045014150	SAFETY SHOES: A. MELGOZA	R	10/13/2006	119.99		002140	119.99
1059	RED WING SHOE STORE						
I-00045014160	SAFETY SHOES: T. GUBBINS	R	10/27/2006	131.99		002185	
I-00045014340	SAFETY SHOES: G. ARREDONDO	R	10/27/2006	131.99		002185	263.98
	*** VENDOR TOTALS ***					2 CHECKS	383.97
1110	REGIONAL TRUCK EQUIPMENT CO.						
I-27230	VEHICLE MAINTENANCE: M-79697	R	10/27/2006	54.00		002186	
I-27449	VEHICLE MAINTENANCE: M-78556	R	10/27/2006	205.56		002186	259.56
	*** VENDOR TOTALS ***					1 CHECKS	259.56
1424	EDWARD REGNIER						
I-200610120984	INTERVIEW EXPENSE	R	10/13/2006	136.00		002141	136.00
	*** VENDOR TOTALS ***					1 CHECKS	136.00
144	ROYAL GRAPHICS PRINTERS						
I-67933	LETTERHEAD	R	10/13/2006	102.94		002142	
I-67957	LETTERHEAD	R	10/13/2006	158.02		002142	260.96
	*** VENDOR TOTALS ***					1 CHECKS	260.96
1180	JOHN SCHORI						
I-200610250997	1PS1 CONFERENCE	R	10/27/2006	709.35		002187	709.35
	*** VENDOR TOTALS ***					1 CHECKS	709.35
131	MICHAEL SCHWEIZER						
I-200610271001	IRTH & IRTHNET USERS GROUP	R	10/27/2006	364.40		002188	364.40
	*** VENDOR TOTALS ***					1 CHECKS	364.40
1329	C. SEMRAD & ASSOCIATES						
I-200610120985	MANAGEMENT TRAINING	R	10/13/2006	843.75		002143	843.75
	*** VENDOR TOTALS ***					1 CHECKS	843.75
1502	SIR SPEEDY						
I-46595	ANNUAL REPORTS	R	10/13/2006	2,133.98		002144	2,133.98
	*** VENDOR TOTALS ***					1 CHECKS	2,133.98
1703	SKARSHAUG TESTING LABORATORY,						
I-109396	WATER TESTING SUPPLIES	R	10/27/2006	23.12		002189	23.12
	*** VENDOR TOTALS ***					1 CHECKS	23.12

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1043	SOOPER LOBE						
I-102497	VEHICLE MAINTENANCE: M-78556	R	10/13/2006	33.45		002145	
I-103138	VEHICLE MAINTENANCE: M-76785	R	10/13/2006	33.45		002145	
I-103626	VEHICLE MAINTENANCE: M-63637	R	10/13/2006	30.45		002145	97.35
	*** VENDOR TOTALS ***					1 CHECKS	97.35
1045	THOMAS PUMP COMPANY, INC.						
I-063010	SUMP PUMPS	R	10/13/2006	1,384.00		002146	1,384.00
	*** VENDOR TOTALS ***					1 CHECKS	1,384.00
1058	THYSSENKRUPP ELEVATOR CORP.						
I-475894	ELEVATOR MAINT. - 10/06-12/06	R	10/13/2006	660.00		002147	660.00
	*** VENDOR TOTALS ***					1 CHECKS	660.00
1046	TREE TOWNS REPRO SERVICE						
I-06654	DIGITAL SCAN TO DISC	R	10/27/2006	365.00		002190	365.00
	*** VENDOR TOTALS ***					1 CHECKS	365.00
1425	VAN ELLA, INC.						
I-1VC018542	BACKGROUND CHECKS	R	10/13/2006	318.00		002148	318.00
	*** VENDOR TOTALS ***					1 CHECKS	318.00
1477	VILLA PARK ELECTRIC SUPPLY CO.						
I-01635811	MAINTENANCE SUPPLIES	R	10/13/2006	912.74		002149	912.74
	*** VENDOR TOTALS ***					1 CHECKS	912.74
0603	WASTE MANAGEMENT						
I-1587190-2008-9	REFUSE DISPOSAL	R	10/13/2006	278.55		002150	278.55
	*** VENDOR TOTALS ***					1 CHECKS	278.55
1010	WEST						
I-812230511	WESTLAW: 09/01/06-09/30/06	R	10/27/2006	355.58		002191	355.58
	*** VENDOR TOTALS ***					1 CHECKS	355.58
411	WESTIN ENGINEERING, INC.						
I-26169	DATASTREAM CMMS UPGRADE	R	10/27/2006	4,271.95		002192	
I-26708	LEX PUMP STA - DATASTREAM	R	10/27/2006	37,336.95		002192	41,608.90
	*** VENDOR TOTALS ***					1 CHECKS	41,608.90

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	103	3,933,843.90	0.00	3,933,843.90
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 CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	103	3,933,843.90	0.00	3,933,843.90
BANK: IL	TOTALS:		103	3,933,843.90	0.00	3,933,843.90

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
VENDOR: ALL
BANK CODES: 11

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 10/01/2006 THRU 10/31/2006
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

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