DuPage Water Commission

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

CELEBRATING 15 YEARS OF WATER SERVICE

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, SEPTEMBER 13, 2007
7:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

I. Call to Order and Pledge of Allegiance

II. Roll Call

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

III. Public Comments (limited to 5 minutes per person)

IV. Approval of Minutes

A. Regular Meeting of August 9, 2007

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

RECOMMENDED MOTION: To approve the Minutes of the August 9, 2007 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session Meeting of August 9, 2007

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the August 9, 2007 Regular Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – August 2007

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

RECOMMENDED MOTION: To accept the August 2007 Treasurer's Report (Voice Vote).

VI. Committee Reports

A. Administration Committee

1. Report of 9/13/07 Administration Committee

2. Actions on Items Listed on 9/13/07 Administration Committee Agenda

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

B. Engineering & Construction Committee

1. Report of 9/13/07 Engineering & Construction Committee

2. Actions on Items Listed on 9/13/07 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 9/13/07 Finance Committee

2. Actions on Items Listed on 9/13/07 Finance Committee Agenda

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-55-07: A Resolution Awarding a Contract for Work Wear Supply

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

B. Resolution No. R-56-07 A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

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

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

A. Resolution No. R-53-07: A Resolution Approving and Authorizing the Execution of a Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Services in Connection with the Evaluation of Fall Protection Systems at Five Commission Standpipes

(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-54-07: A Resolution Approving and Ratifying Certain Contract Change Orders at the September 13, 2007, DuPage Water Commission Meeting

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

C. Resolution No. R-57-07: A Resolution Awarding a Contract for Supply of Engine Generator Units

(TO SUSPEND: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners—7)

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

X. Old Business

- Summary of Action Taken Since Previous Meeting

XI. New Business

XII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $44,541.35 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), 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/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

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

XIV. Adjournment

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

DRAFT

MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, AUGUST 9, 2007 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, L. Hartwig, W. Maio, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and L. Rathje

Commissioners Absent: T. Feltes, G. Mathews, W. Mueller, W. Murphy, and D. Zeilenga

Also in attendance: Treasurer R. Thorn, R. Martin, R. M. Richter, M. Crowley, C. Johnson, T. McGhee, R. C. Bostick, F. Frelka, E. Kazmierczak, and Cuneyt Feizoulof of Camp Dresser and McKee Inc.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Chaplin moved to approve the Minutes of the July 12, 2007 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Saverino 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 July 2007 which showed receipts of $6,961,005.00, disbursements of $5,912,941.00, and a cash and investment balance of $83,419,700.00.

Commissioner Hartwig moved to accept the July 2007 Treasurer's Report. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

Although there was no meeting due to lack of quorum, Commissioner Hartwig requested that the Board go into Executive Session at the appropriate time to discuss matters related to personnel.

Engineering & Construction Committee – Reported by Commissioner Maio

Commissioner Maio reported that the Engineering & Construction Committee reviewed and recommended for approval all items listed on the Engineering & Construction Committee agenda.

Finance Committee

No meeting due to lack of quorum

CHAIRMAN'S REPORT

Chairman Rathje reported that the Commission booked Peter Annin, author of *The Great Lakes Water Wars*, for a speaking engagement and luncheon on Wednesday, November 14, 2007, at the Seven Bridges Conference Center. Chairman Rathje noted that the purpose of the event is to promote the importance of water conservation and is intended to be inclusive rather then exclusive. Chairman Rathje requested that the Board review the draft invitation and draft list of invitees that were distributed to the Commissioners at the meeting and contact General Manager Martin with any additional names to be included.

Due to the number of people invited to the luncheon, Chairman Rathje advised that a breakfast with Peter Annin and members of the Board has also been scheduled for the same day in order to give the Board a better opportunity to ask questions of Mr. Annin.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Maio 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 Vrdolyak.

With respect to Resolution No. R-52-07, Commissioner Maio commented that he and Commissioner Vrdolyak grew up near the area of Whiting, Indiana and stated that he cannot believe how often the beaches on Lake Michigan have been closed due to pollutants in the water and that it seems as if things are moving backwards instead of forward.

Commissioner Maio then referred to Section Three of Resolution No. R-52-07 and requested that copies of the Resolution also be distributed to Chicago Mayor Daley, the members of the Chicago City Council, and both US Senators from the State of Illinois (considering 14 million people rely on a Lake Michigan water supply). After Commissioner Maio advised that the County of DuPage would also be considering a similar resolution at its August board meeting, the motion was unanimously approved by a Roll Call Vote:

Majority Omnibus Vote

Ayes: E. Chaplin, L. Hartwig, W. Maio, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and L. Rathje

Nays: None

Absent: T. Feltes, G. Mathews, W. Mueller, W. Murphy, and D. Zeilenga

Item 1: Resolution No. R-52-07: A Resolution Urging the Indiana Department of Environmental Management to Rescind Its Approval of Increased Discharge Levels form the BP Oil Refinery in Whiting, Indiana into Lake Michigan—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: E. Chaplin, L. Hartwig, W. Maio, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and L. Rathje

Nays: None

Absent: T. Feltes, G. Mathews, W. Mueller, W. Murphy, and D. Zeilenga

Item 1: Ordinance No. O-9-07: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Intergovernmental Agreement concerning the Construction and Operation of Certain Connection Facilities by and between the DuPage Water Commission and the Village of Winfield and Requesting the Intergovernmental Transfer of Easement Rights for the Winfield Metering Station MS-27B Site and Authorizing the Execution of the Winfield Metering Station Easement Agreement—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-49-07: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the August 9, 2007, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-50-07: A Resolution Approving a First Amendment to Task Order No. 10 under the Master Contract with Consoer Townsend Envirodyne Engineers, Inc.—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-51-07: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the August 9, 2007, DuPage Water Commission—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

None

NEW BUSINESS

After General Manager Martin introduced Cuneyt Feizoulof of Camp Dresser and McKee Inc. and gave a brief description of the items to be addressed in the PowerPoint presentation, and the Staff Attorney cautioned that the only security related exceptions to the Open Meetings Act were to discuss security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property, it was the consensus of the Board to defer the PowerPoint presentation until the Board went into Executive Session.

ACCOUNTS PAYABLE

Commissioner Wilcox moved to approve the Accounts Payable in the amount of $10,432.22 subject to submission of all contractually required documentation. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, L. Hartwig, W. Maio, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and L. Rathje

Nays: None

Absent: T. Feltes, G. Mathews, W. Mueller, W. Murphy, and D. Zeilenga

EXECUTIVE SESSION

Commissioner Hartwig moved to go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8) and matters related to personnel pursuant to 5 ILCS 120/2(c)(1). Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, L. Hartwig, W. Maio, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and L. Rathje

Nays: None

Absent: T. Feltes, G. Mathews, W. Mueller, W. Murphy, and D. Zeilenga

The Board went into Executive Session at 7:45 P.M.

Commissioner Maio moved to come out of Executive Session at 9:10 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox moved to adjourn the meeting at 9:11 P.M. Seconded by Commissioner Maio and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0708.doc

DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
August 31, 2007

	CURRENT MONTH			YEAR TO DATE		
	FY 2008	FY 2007	INC - (DEC)	FY 2008	FY 2007	INC - (DEC)
REVENUE						
WATER SALES (NOTE 1)	$ 4,106,771	4,711,154	(604,383)	14,414,231	16,437,256	(2,023,025)
SALES TAX	3,244,753	3,262,512	(17,759)	11,774,011	11,941,011	(167,000)
INVESTMENT INCOME	162,252	591,092	(428,840)	659,374	2,133,890	(1,474,516)
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	7,513,776	8,564,758	(1,050,982)	26,847,616	30,512,157	(3,664,541)
EXPENDITURES						
PERSONAL SERVICES	301,615	278,698	22,917	1,484,008	1,049,453	434,555
PROFESSIONAL SERVICES	8,341	4,145	4,196	63,789	17,186	46,603
CONTRACTUAL SERVICES	40,596	35,959	4,637	77,272	115,371	(38,099)
INSURANCE	15,082	6,930	8,152	40,753	20,791	19,962
WATER SUPPLY COSTS	5,053,709	5,356,007	(302,298)	17,719,023	17,985,932	(266,909)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	11,490,093	11,821,969	(331,876)
LAND AND RIGHT OF WAY	-	100	(100)	-		-
CAPITAL EQUIPMENT PURCHASES	333,410	-	333,410	560,537	18,244	542,293
TOTAL EXPENDITURES	5,752,753	5,681,839	70,914	31,435,475	31,028,946	406,529
REBATES	-			40,000,000	-	
TRANSFER TO OTHER GOVERNMENTS	-	-		15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	1,761,023	2,882,919	(1,121,896)	(59,587,859)	(15,516,789)	(4,071,070)

FUNDS CONSIST OF	August 31, 2007	August 31, 2006	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	1,146,729	1,000	1,145,729
CASH AT HARRIS BANK	75,535	66,946	8,589
TOTAL CASH	1,230,590	76,272	1,154,318

	August 31, 2007	August 31, 2006	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	24.74%	22.32%	-31.4%	20,434,348	29,771,099	(9,336,751)
ILLINOIS FUNDS PRIME FUND	21.40%	19.73%	-32.9%	17,673,353	26,329,863	(8,656,510)
GOVERNMENT MONEY MARKET FUNDS	1.09%	1.29%	-47.4%	903,896	1,717,929	(814,033)
U S TREASURY INVESTMENTS	20.69%	12.49%	2.5%	17,087,786	16,669,247	418,539
U S AGENCY INVESTMENTS	0.00%	24.31%	-100.0%	-	32,433,250	(32,433,250)
CERTIFICATES OF DEPOSIT	32.08%	19.86%	0.0%	26,500,000	26,500,000	-
TOTAL INVESTMENTS	100.00%	100.00%		82,599,383	133,421,388	(50,822,005)
TOTAL FUNDS				83,829,973	133,497,660	(49,667,687)

NOTE 1 - REDUCED WATER SALES DUE TO REDUCED WATER RATE FOR FY 2008

DATE: September 7, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Administration
ITEM	A Resolution Awarding a Contract for Work Wear Supply Resolution No. R-55-07	**APPROVAL**	

Account No.: 60-6626

On August 20, 2007, the Commission solicited sealed proposals for the in-store measurement of employees for, and furnishing and delivering work wear for a ±29-person workforce, including Flame Resistant, NFPA 70E Compliant, shirts, jeans, coveralls, overalls, sweatshirts, coats, and hats, in addition to carpenter shorts and color-enhanced T-shirts during the Commission's fiscal year ending April 30, 2008. A Public Notice of the solicitation was also posted on the Commission's web site and published in the *Daily Herald.*

Proposals were accepted until 1:00 p.m., local time, September 4, 2007, at which time all proposals were publicly opened and read aloud. Bidders were allowed, but not required, to submit bids to supply work wear during an additional one-year or two-year option period.

Of the three proposals received, the Contract/Proposal of Villa Park Electric Supply Company was the most favorable to the interests of the Commission.

Villa Park Electric Supply Company was the low dollar bidder when each bidder's unit prices for a randomly-selected variety of both small and large sized uniform items were applied to the per-employee minimum uniform purchase requirements (see attached bid analysis and tabulation). In addition to being the low dollar bidder, Villa Park Electric Supply Company had the most extensive experience in flame resistant work wear, having been a distributor of Carhartt work wear for approximately 10 years, with 5 years experience in flame resistant work wear. And even though Villa Park Electric Supply Company did not elect to bid the optional FY 08/09 or FY 09/10 work, any cost savings associated with the second low bidder's proposed 5% cost adjustment in the second and third years would quite possibly be overshadowed by intervening developments in flame resistant calorie requirements and clothing styles, comfort, quality, etc.

Resolution No. R-55-07 would award the Contract to the low bidder, Villa Park Electric Supply Company, 420 W. North Avenue, Addison, IL. 60101, excluding the FY 08/09 and 09/10 Work.

MOTION: To approve Resolution No. R-55-07.

Request for Board Action
Resolution No. R-55-07

2007 Work Wear Bid Analysis

Garments	Min. Quantity	Guardsman Industries		Red Wing Shoes	Villa Park Electric Supply	
		Regular Size (≅ 25 employees)	Large Size (≅ 4 employees)	All Sizes	Regular Size (≅ 25 employees)	Large Size (≅ 4 employees)
T-shirts	5	$119.01	$127.75	$85.95	$97.75	$106.75
Long Sleeve Shirts	7	$373.45	$405.20	$343.98	$332.75	$363.50
Shorts	3	$76.95	$76.95	$74.97	$76.50	$76.50
Pants	7	$439.75	$485.55	$449.00	$387.00	$426.75
Uninsulated Coverall	1	$103.65	$113.65	$100.00	$89.75	$97.25
Midweight sweatshirt	1	$132.95	$143.35	$130.00	$116.00	$127.25
Winter Coat	1	$182.95	$200.75	$185.00	$182.00	$200.00
Winter bib overall	1	$225.65	$248.15	$220.00	$225.00	$247.50
Winter hat	1	$26.95	$26.95	$28.00	$33.75	$33.75
TOTAL Per Employee		**$1681.31**	**$1828.30**	**$1616.90**	**$1540.50**	**$1679.25**
TOTAL Work Force		**$49,345.95**		**46,890.10**	**45,229.50**	

2007 Work Wear Bid Tabulation

Unit Price Item			Guardsman Industries	Red Wing Shoes	Villa Park Electric Supply
Description	Carhartt Style #	Color	Price Per Unit	Price Per Unit	Price Per Unit
Color Enhanced Short Sleeve T-Shirt with Owner's logo	K212	Bright Lime	$ 26.45 for sizes S – 2XL $ 27.95 for sizes 3XL & 4XL $ 27.95 for sizes Tall: L to 3XL $ for sizes	$ 19.99 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 22.25 for sizes S – 2XL $ 23.75 for sizes 3XL & 4XL $ 23.75 for sizes Tall: L to 3XL $ for sizes
Workwear T-Shirt with Owner's logo	K180	Lake Blue and Navy	$ 19.85 for sizes S to 2XL $ 21.95 for sizes 3XL & 4XL $ for sizes $ for sizes	$ 12.99 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 15.50 for sizes S to 2XL $ 17.75 for sizes 3XL & 4XL $ 17.75 for sizes Tall: L to 3XL $ for sizes
Color Enhanced Long Sleeve T-Shirt with Owner's logo	K227	Bright Lime	$ 30.15 for sizes S to 2XL $ 31.65 for sizes 3XL & 4XL $ 31.65 for sizes Tall: L to 3XL $ for sizes	$ 24.99 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 26.00 for sizes S to 2XL $ 27.50 for sizes 3XL & 4XL $ 27.50 for sizes Tall: L to 3XL $ for sizes
Flame-Resistant Long Sleeve Henley with Owner's logo	FRK128	Navy and Gray	$ 66.95 for sizes S to 2XL $ 72.75 for sizes 3XL & 4XL $ 72.75 for sizes Tall: M to 3XL $ for sizes	$ 65.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 56.00 for sizes S to 2XL $ 61.25 for sizes 3XL & 4XL $ 61.25 for sizes Tall: M to 3XL $ for sizes
Flame-Resistant Chambray Shirt with Owner's logo	FRS93	Blue	$ 60.95 for sizes S to 2XL $ 66.95 for sizes 3XL & 4XL $ 66.95 for sizes Tall: M to 3XL $ for sizes	$ 56.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 57.50 for sizes S to 2XL $ 63.50 for sizes 3XL & 4XL $ 63.50 for sizes Tall: M to 4XL $ for sizes

Unit Price Item			Guardsman Industries	Red Wing Shoes	Villa Park Electric Supply
Description	**Carhartt Style #**	**Color**	**Price Per Unit**	**Price Per Unit**	**Price Per Unit**
Flame Resistant Twill Long Sleeve Shirt with Owner's logo	FRS92	Navy and Khaki	$ 57.35 for sizes S to 2XL $ 62.50 for sizes 3XL & 4XL $ 62.50 for sizes Tall: M to 4XL $ for sizes	$ 52.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 53.75 for sizes S to 2XL $ 59.00 for sizes 3XL & 4XL $ 59.00 for sizes Tall: M to 4XL $ for sizes
Flame-Resistant Loose Fit Midweight Canvas Jean	FRB159	Navy	$ 63.85 for sizes 30 to 50 waist $ 70.65 for sizes 52 & 54 waist $ for sizes $ for sizes	$ 65.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 56.25 for sizes 30 to 50 waist $ 62.25 for sizes 52 & 54 waist $ for sizes $ for sizes
Flame-Resistant Relaxed Fit Denim Jean	FRB160	Denim	$ 61.45 for sizes 30 to 50 waist $ 67.65 for sizes 52 & 54 waist $ for sizes $ for sizes	$ 63.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 54.00 for sizes 30 to 50 waist $ 59.25 for sizes 52 & 54 waist $ for sizes $ for sizes
Denim carpenter short 13" inseam	B165	Denim	$ 25.65 for sizes 28 to 44 waist $ for sizes $ for sizes $ for sizes	$ 24.99 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 25.50 for sizes 28 to 44 waist $ for sizes $ for sizes $ for sizes
Flame-Resistant Midweight Canvas Coverall with Owner's logo	FRX007	Navy	$ 103.65 for sizes 30 to 50 waist $ 113.65 for sizes 52 & 54 waist $ for sizes $ for sizes	$ 100.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 89.75 for sizes 38 to 50 waist - short $ 97.25 for sizes 52 to 54 waist - short $ 89.75 for sizes 36 to 50 waist - reg $ 97.25 for sizes 52 to 54 waist – reg $ 97.25 for sizes Tall: 38 to 50 $ 97.25 for sizes Tall: 52 to 54
Flame-Resistant Midweight Hooded Zip-Front Sweatshirt with Owner's logo	FRK122	Navy	$ 132.95 for sizes S to 2XL $ 143.35 for sizes 3XL to 5XL $ 143.35 for sizes Tall: L to 4XL $ for sizes	$ 130.00 for sizes ALL $ for sizes $ for sizes $ for sizes	$ 116.00 for sizes S to 2XL $ 127.25 for sizes 3XL to 5XL $ 127.25 for sizes Tall: L to 4XL $ for sizes

Unit Price Item			Guardsman Industries	Red Wing Shoes	Villa Park Electric Supply
Description	**Carhartt Style #**	**Color**	**Price Per Unit**	**Price Per Unit**	**Price Per Unit**
Flame-Resistant Duck Active Jac/Quilt Lined Winter Coat with Owner's logo	FRJ135	Brown	$ 182.95 for sizes S to 2XL $ 200.75 for sizes 3XL & 4XL $ 200.75 for sizes Tall: L to 3XL $ ____ for sizes ____	$ 185.00 for sizes ALL $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 182.00 for sizes S to 2XL $ 200.00 for sizes 3XL & 4XL $ 200.00 for sizes Tall: L to 3XL $ ____ for sizes ____
Flame-Resistant Duck Traditional Winter Coat with Owner's logo	FRC56	Brown	$ 172.75 for sizes S to 2XL $ 188.25 for sizes 3XL & 4XL $ 188.25 for sizes Tall: L to 3XL $ ____ for sizes ____	$ 190.00 for sizes ALL $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 189.50 for sizes S to 2XL $ 207.50 for sizes 3XL & 4XL $ 207.50 for sizes Tall: L to 3XL $ ____ for sizes ____
Flame-Resistant Duck Hood	FRA265	Brown	$ 37.65 for sizes OSFA $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 40.00 for sizes ALL $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 37.50 for sizes OSFA $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____
Flame-Resistant Duck Bib Overall	FRR36	Brown	$ 225.65 for sizes 30 to 50 waist $ 248.15 for sizes 52 to 54 waist $ ____ for sizes ____ $ ____ for sizes ____	$ 220.00 for sizes ALL $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 225.00 for sizes 30 to 50 waist $ 247.50 for sizes 52 to 54 waist $ ____ for sizes ____ $ ____ for sizes ____
Flame Resistant Balaclava Hat	FRA232	Navy	$ 26.95 for sizes OSFA $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 28.00 for sizes ALL $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____	$ 33.75 for sizes OSFA $ ____ for sizes ____ $ ____ for sizes ____ $ ____ for sizes ____
One-time logo set up charge			$45.00	No Charge	No Charge

Unit Price Item			Guardsman Industries	Red Wing Shoes	Villa Park Electric Supply
Description	Carhartt Style #	Color	Price Per Unit	Price Per Unit	Price Per Unit
Optional Order Work Providing, performing and completing all FY 08/09 & 09/10 Work on the same terms and conditions as the FY 07/08 Work			No Bid	5% over fiscal year 07/08 unit prices for fiscal years 08/09 and 09/10.	No Bid

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-55-07

A RESOLUTION AWARDING
A CONTRACT FOR WORK WEAR SUPPLY

WHEREAS, Contract/Proposals for Work Wear Supply were received on September 4, 2007; and

WHEREAS, the DuPage Water Commission has reviewed the proposal received and determined that the Contract/Proposal of Villa Park Electric Supply Company was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Work Wear Supply to Villa Park Electric Supply Company for the unit prices set forth in Section 2A1 of the Contract/Proposal for Work Wear Supply attached hereto and by this reference incorporated herein and made a part of hereof as Exhibit 1, excluding the Optional Order Work and conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Contract/Proposal for Work Wear Supply that is acceptable to the DuPage Water Commission.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-55-07.doc

Resolution No. R-55-07

EXHIBIT 1

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL FOR

WORK WEAR SUPPLY

Full Name of Bidder Villa Park Electrical Supply Co., Inc. ("Bidder")

Principal Office Address 420 West North Avenue, Addison, IL 60101

Local Office Address same as above

Contact Person Antonette Favia Telephone Number 630-693-3101

TO: DuPage Water Commission ("Owner")
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Robert L. Martin
General Manager

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 ***[if none, write "NONE"]****, which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, information, data, and other means and items necessary for the in-store measurement of employees for, and furnishing and delivering, FOB DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Carhartt (or approved equal) work wear for a ±29-person workforce, including Flame Resistant, NFPA 70E Compliant, shirts, jeans, coveralls, overalls, sweatshirts, coats, and balaclavas, in addition to carpenter shorts and color-enhanced T-shirts during Owner's fiscal year ending April 30, 2008 (the "FY 07/08 Work") and, if offered by Bidder and selected by Owner in Owner's written notification of acceptance in the form included in this bound set of documents,

during Owner's fiscal year ending April 30, 2009 (the "FY 08/09 Work") and/or during Owner's fiscal year ending April 30, 2010 (the "FY 09/10 Work") (the FY 08/09 and FY 09/10 Work are sometimes hereinafter individually and collectively referred to as the "Optional Order Work");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Insurance. Procure all insurance specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. 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/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality work wear.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Special Project Requirements attached hereto and by this reference incorporated herein and made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract/Proposal. Whenever any equipment, materials, or supplies are specified or described in this Contract/Proposal by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

1. For providing, performing, and completing all FY 07/08 Work except the one-time logo set up charge, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below provided by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Unit Price Item			
Description	Carhartt Style #	Color	Price Per Unit
Color Enhanced Short Sleeve T-Shirt with Owner's logo	K212	Bright Lime	$22.25 for sizes S-2XL $23.75 for sizes 3XL,4XL $23.75 for sizes L-3XL tall $_____ for sizes _____
Workwear T-Shirt with Owner's logo	K180	Lake Blue and Navy	$15.50 for sizes S-2XL $17.75 for sizes 3XL,4XL $17.75 for sizes L-3XL tall $_____ for sizes _____
Color Enhanced Long Sleeve T-Shirt with Owner's logo	K227	Bright Lime	$26.00 for sizes S-2XL $27.50 for sizes 3XL,4XL $27.50 for sizes L-3XL tall $_____ for sizes _____
Flame-Resistant Long Sleeve Henley with Owner's logo	FRK128	Navy and Gray	$56.00 for sizes S-2XL $61.25 for sizes 3XL,4XL $61.25 for sizes M-3XL tall $_____ for sizes _____
Flame-Resistant Chambray Shirt with Owner's logo	FRS93	Blue	$57.50 for sizes S-2XL $63.50 for sizes 3XL,4XL $63.50 for sizes M-4XL tall $_____ for sizes _____
Flame Resistant Twill Long Sleeve Shirt with Owner's logo	FRS92	Navy and Khaki	$53.75 for sizes S-2XL $59.00 for sizes 3XL,4XL $59.00 for sizes M-4XL tall $_____ for sizes _____
Flame-Resistant Loose Fit Midweight Canvas Jean	FRB159	Navy	$56.25 for sizes 30-50 $62.25 for sizes 52-54 $_____ for sizes _____ $_____ for sizes _____
Flame-Resistant Relaxed Fit Denim Jean	FRB160	Denim	$54.00 for sizes 30-50 $59.25 for sizes 52-54 $_____ for sizes _____ $_____ for sizes _____

Unit Price Item

Description	Carhartt Style #	Color	Price Per Unit
Denim carpenter short 13" inseam	B165	Denim	$ 25.50 for sizes 28-44 $ for sizes $ for sizes $ for sizes $ 89.75 " short 38-50
Flame-Resistant Midweight Canvas Coverall with Owner's logo	FRX007	Navy	$ 97.25 for sizes short big 52-54 $ 89.75 for sizes reg 36-50 $ 97.25 for sizes reg big 52-54 $ 97.25 for sizes tall 38-50 $ 97.25 " tall big 52-54
Flame-Resistant Midweight Hooded Zip-Front Sweatshirt with Owner's logo	FRK122	Navy	$ 116.00 for sizes S-2XL $ 127.25 for sizes 3XL,4XL,5XL $ 127.25 for sizes L-4XL tall $ for sizes
Flame-Resistant Duck Active Jac/Quilt Lined Winter Coat with Owner's logo	FRJ135	Brown	$ 182.00 for sizes S-2XL $ 200.00 for sizes 3XL,4XL $ 200.00 for sizes L-3XL tall $ for sizes
Flame-Resistant Duck Traditional Winter Coat with Owner's logo	FRC56	Brown	$ 189.50 for sizes S-2XL $ 207.50 for sizes 3XL,4XL $ 207.50 for sizes L-3XL tall $ for sizes
Flame-Resistant Duck Hood	FRA265	Brown	$ 37.50 for sizes one size fits all $ for sizes $ for sizes $ for sizes
Flame-Resistant Duck Bib Overall	FRR36	Brown	$ 225.00 for sizes 30-50 $ 247.50 for sizes 52-54 $ for sizes $ for sizes
Flame Resistant Balaclava Hat	FRA232	Navy	$ 33.75 for sizes one size fits all $ for sizes $ for sizes $ for sizes

2. For the one-time logo set up charge, the total sum of:
includes one time digitizing and art set up fee.

no charge Dollars and _____ Cents
(in writing) (in writing)

no charge Dollars and _____ Cents
(in figures) (in figures)

3. Optional Order Work

(a) ~~OPTIONAL—UNLESS ¶2A3(b) BELOW IS COMPLETED: For providing, performing, and completing all FY 08/09 Work on the same terms and conditions as the FY 07/08 Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed in ¶2A1 above incorporated in the FY 08/09 Work by the Unit Price set forth above for such Unit Price Item, **PLUS** _____%.~~

(b) ~~OPTIONAL: For providing, performing, and completing all FY 09/10 Work on the same terms and conditions as the FY 07/08 Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed in ¶2A1 above incorporated in the FY 09/10 Work by the Unit Price set forth above for such Unit Price Item, **PLUS** _____%.~~

It is expressly understood and agreed that:

(i) Owner shall have no obligation to accept price proposals for any one or all of the Optional Order Work set forth above, but Owner reserves the right, in its sole discretion, to accept, at the time of award, such price proposals as selected in Owner's notification of acceptance in the form attached to this bound set of documents; and

(ii) If any Optional Order Work is accepted as selected in Owner's notification of acceptance in the form attached to this bound set of documents, then the Contract Price shall be adjusted in accordance with the applicable FY 08/09 or FY 09/10 Multiplier indicated above; and

(iii) If any Optional Order Work is accepted as selected in Owner's notification of acceptance in the form attached to this bound set of documents, then Owner shall not be obligated to order any Optional Order Work or any set percentage of Optional Order Work, and all claim or right to dispute or complain or assert that there was any misunderstanding in regard to the nature or the amount of Optional Order Work to be done is hereby waived and released.

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. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price and shall not be paid for separately except as incidental to the Contract Price, including without limitation the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, or the cost of any portion of the time of Bidder or its staff;

3. Owner is not subject to state or local sales, use, and excise taxes, no such taxes are included in the Schedule of Prices, and all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

4. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

5. Owner shall not be obligated to order any set percentage of FY 07/08 Work, or to order any Optional Order Work or any set percentage of Optional Order Work, and all claim or right to dispute or complain or to assert that there was any misunderstanding in regard to the nature or amount of any Work to be provided or performed is hereby waived and released.

C. TIME OF PAYMENT

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

1. 100% of the applicable Unit Price set forth in the Schedule of Prices upon delivery of each acceptable unit of Unit Price Item provided during Owner's fiscal year ending April 30, 2008, in full compliance with this Contract/Proposal;

2. 100% of the one-time logo set up charge upon delivery of the first acceptable unit of Unit Price Item provided during Owner's fiscal year ending April 30, 2008, in full compliance with this Contract/Proposal that bears Owner's logo;

3. If Owner's notification of acceptance in the form attached to this bound set of documents includes any one or more or all of the items of Optional Order Work set forth in the Schedule of Prices, 100% of the applicable Unit Price set forth in the Schedule of Prices upon delivery of each acceptable unit of Unit Price Item provided in full compliance with this Contract/Proposal as adjusted in accordance with the Unit Price Multipliers set forth in the Schedule of Prices for the FY 08/09 or FY 09/10 Work, as the case may be.

Payments shall be made no more frequently than monthly and within 30 days following Owner's approval of Bidder's application for payment. Notwithstanding satisfactory achievement of any payment milestone set forth above, no pay request shall be considered for payment by Owner unless submitted on or before the 24th day of any month following completion of the applicable milestone for which payment is requested, unless otherwise agreed to or directed by Owner.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. **Delivery Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the items of work wear ordered in accordance with, and subject to, the following terms and conditions:

A. Delivery Period. Bidder shall perform the Work diligently and at such a rate as will allow for the prompt delivery of work wear as and when required.

B. Delivery Destination. All work wear ordered shall be delivered, FOB Point of Destination, to Carolyn A. Johnson, Executive Assistant, DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, between the hours of 9:00 A.M. and 4:30 P.M., Monday through Friday, unless otherwise approved by Owner.

C. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the work wear delivered and to reject all or any part of the work wear delivered that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, purchase a substitute supply of work wear from other sources and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work wear delivered so rejected may be returned or held at Bidder's expense and risk.

4. **Financial Assurance**

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall carry insurance or maintain self insurance with respect to its facilities and business of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties and businesses, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced. The insurance coverages and limits set forth above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. **Bidder's Representations and Warranties**

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within one year after delivery or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal or by law. The above warranty shall be extended automatically to cover all replacements provided under such warranty and Bidder's obligation to correct Work shall be extended for a period of one year from the date of such replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder 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. Bidder 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 Bidder 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. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to provide the Work within the Contract Price Proposal set forth above.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

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

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal, including all of its Attachments and Appendices, and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Limit of Liability. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that in no event shall Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. Owner's liability on any claim arising out of or connected with or resulting from this Contract/Proposal or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

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

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

G. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment

for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

H. 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/Proposal 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/Proposal shall be in any way affected thereby.

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

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

K. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal 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/Proposal shall be deemed to be inserted herein.

DATED this 30th day of August, 2007.

Bidder's Status: (X) IL (State) Corporation ( ) _____ (State) Partnership ( )Individual Proprietor

Bidder's Name: Villa Park Electrical Supply Co., Inc.

Doing Business As (if different): same as above

Signature of Bidder or Authorized Agent: _____

(corporate seal) (if corporation) Printed Name: Antonette Favia

Title/Position: Vice President

Bidder's Business Address: 420 West North Avenue
Addison, IL 60101

Bidder's Business Telephone: 630-693-3101 Facsimile: 630-629-3988

If a Corporation or Partnership, list all Officers or Partners and 10%± Shareholders:

NAME	TITLE/OWNERSHIP PERCENTAGE	ADDRESS
Michael Favia Sr	Director, 34.5%	341 Skylark, Bloomindale,IL 60108
Michael M. Favia	President, 16.5%	699 Braintree Lane Bartlett, IL 60103
RoseAnn Deadessis	Assistant Treas. 16.5%	172 Ringneck Lane Bloomingdale, IL 60108
Antonette Favia	Vice President, 16.5%	340 W Superior Chicago, IL 60610
Anthony Favia	Assistant Sec., 16.5%	1279 Antigo Trail Carol Stream, IL 60188

ATTACHMENT A

SPECIAL PROJECT REQUIREMENTS

1. Performance of the Work

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that:

(a) All work wear to be provided shall be of the Carhartt type, style, and color indicated in the Schedule of Prices section of the Contract/Proposal (or approved equal) and, with respect to any Flame Resistant work wear to be provided, NFPA 70E Compliant.

(b) Employees presenting their DuPage Water Commission identification badge to Bidder's in-store personnel shall be professionally measured and counseled as to the benefits, disadvantages, features, fit, and cost of each type and style of work wear approved by Owner for each employee in that person's department, as well as the pre-approved per-department-per-employee minimum purchase requirements and total cost allowance, based upon master lists to be provided by Owner to Bidder.

(c) Employees shall be allowed to try on samples of the Owner-approved work wear in order to assist employees in determining the type and style of work wear that best suits their needs and is most comfortable for them.

(d) Once an employee has made his or her selections, the employee shall be counseled concerning the proper care and treatment of any Flame Resistant or Color Enhanced work wear ordered by that employee.

(e) Once an employee has made his or her selections, a separate invoice for such employee's order, including the name of the employee, the items and quantity of work wear chosen by that employee, and the cost thereof shall be submitted to Carolyn A. Johnson, Executive Assistant, by facsimile or e-mail, for approval of the order prior to Bidder's placement of that employee's order for delivery.

(f) All work wear approved for delivery shall be delivered, FOB Point of Destination, with the corresponding invoice(s), to Carolyn A. Johnson, Executive Assistant, DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, between the hours of 9:00 A.M. and 4:30 P.M., Monday through Friday, unless otherwise approved by Owner.

(g) All work wear delivered in compliance with the Contract/Proposal shall be paid for as provided in Section 2C of the Contract/Proposal.

2. Optional Order Work

If Owner's notification of acceptance in the form attached to this bound set of documents includes any one or more or all of the items of Optional Order Work set forth in the Schedule of Prices section of the Contract/Proposal, then, in addition to the in-store measurement of employees and furnishing and delivering work wear during Owner's fiscal year ending April 30, 2008, Bidder proposes, and agrees, that Bidder shall be obligated to provide the in-store measurement of employees and furnishing and delivering work wear during Owner's fiscal year ending April 30, 2009 and/or April 30, 2010. The FY 08/09 Multiplier or the FY 09/10 Multiplier set forth in Paragraph 2A3 of the Schedule of Prices, as the case may be, are established for this possible extension of the Work.

If Owner selects any Optional Order Work in Owner's notification of acceptance in the form attached to this bound set of documents, the Contract/Proposal shall apply equally to such Optional Order Work, and the Contract Price shall be adjusted in accordance with the Unit Price Multipliers set forth in the Schedule of Prices for the FY 08/09 or FY 09/10 Work, as the case may be.

Notwithstanding anything to the contrary contained in the Contract/Proposal, and even if Owner's notification of acceptance in the form attached to this bound set of documents includes any Optional Order Work, the Contract/Proposal shall not be deemed to be nor construed as a firm commitment to request any Optional Order Work or any set percentage of Optional Order Work. If Owner does not select any or any portion of such Optional Order Work in Owner's notification of acceptance in the form attached to this bound set of documents, or if Owner's notification of acceptance in the form attached to this bound set of documents includes any Optional Order Work and Owner does not order any or any portion of such Optional Order Work, Bidder shall not dispute or complain of such decision nor assert that there was any misunderstanding in regard to the nature or amount of the Work, including Optional Order Work, to be done. In addition, the failure to select any Optional Order Work in Owner's notification of acceptance in the form attached to this bound set of documents, or to order any Optional Order Work even if Owner's notification of acceptance in the form attached to this bound set of documents includes Optional Order Work, shall not constitute the basis of a claim for damages or anticipated profits nor entitle Bidder to any compensation or damages therefor.

3. Logo

All shirts, jackets, and coveralls shall have a 3" by 3" outline of Owner's logo (but with solid lettering) embroidered on the right chest above any pockets in either Royal Blue or White Fire Resistant thread depending upon the color of the garment. A sample of the design will be provided by Owner.

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof, ***[INCLUDING] [EXCLUDING]*** the FY 08/09 Work set forth in the Schedule of Prices section of the Contract/Proposal attached hereto, and ***[INCLUDING] [EXCLUDING]*** the FY 09/10 Work set forth in the Schedule of Prices section of the Contract/Proposal attached hereto, is hereby accepted by the order of the DuPage Water Commission ("Owner") this *[ ]* day of September, 2007.

This Acceptance, together with the Contract/Proposal attached hereto, including all of its Attachments and Appendices, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

Villa Park Electrical Supply Co., Inc.

420 W. North Avenue • Addison, IL 60101
Phone: 630-629-3990 • Fax: 630-629-3988
Web site: www.vpes.net

ADDENDA #1 of 1

Re: DuPage Water Commission Proposal dated August 30, 2007

1) **In store measurement**: To help our customers choose their size, they can try on samples of Carhartt clothing that we have here. Carhartt also provides a sizing chart which we can refer to. Returns due to reasons other than manufacturers defects may be subject to a restocking fee if the item was special ordered from the factory.

2) **Pricing is for owners fiscal year** ending 4-30-2008. We are not quoting pricing for their fiscal year ending 4-30-2009 or 4-30-2010. Carhartts pricing comes out in May of each year. Prices would change accordingly, if any change at all.

3) **In store fitting areas**: We have large rest rooms which serve as private fitting rooms.

4) We have been Carhartt distributors for almost 10 years. Our contractor showroom already has a large **display** of clothing. All sizes are represented in the combined selection of clothing. Should we win this bid, we will focus on bringing in more of the exact items that we are bidding on.

5) **Appointments** are suggested but not necessary to try clothing on. Our regular sales staff is available Monday through Friday from 6:30 am to 5:00 pm. They would be trained to handle your specific ordering process.

6) **Training materials and/ instruction concerning the proper care** of Flame Resistant and Color Enhanced work wear is currently available here in the form of Carhartt's literature which is specific to this type of product. Our access to this material in the future is dependent on Carhartt's ability to provide it, which, typically is excellent. Information regarding the same is also accessible to the public on Carhartt's website. Wash and care instructions specific to the item are attached to each item of clothing by the manufacturer.

7) Regarding **experienced personnel**: We have a full time sales staff which works with the sale of Carhartt products on an every day basis. Our staff is knowledgeable regarding all products that we sell.

8) **Per-employee invoicing** is possible to set up.

9) **Delivery period** on items ordered from Carhartt is dependent on Carhartt's stock at the time of the order. Items in stock at Carhartt typically take approximately 7 -10 days to arrive. An additional 7- 10 days may be needed for items that need embroidering. When backorders occur, Carhartt is generally able to provide us with information regarding specific availability dates which we would then pass on to you. Our experience has been that these expected dates are highly accurate.

DATE: September 7, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation/ Remote Facilities
ITEM	A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-56-07	**APPROVAL**	

Account Number: N/A

Resolution No. R-56-07 is a Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission. The Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A. These assets are no longer useful to the Commission and becoming devalued due to age and lack of use, while occupying valuable storage space.

MOTION: To approve Resolution No. R-56-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-56-07

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board\Resolutions\R-56-07.doc

Resolution No. R-56-07

EXHIBIT A

Quantity	DWC Inventory #	Description	Date Purchased	Cost Each	Cost
1	763	FLUKE METER 27	NA	$250	$250
1	1014	FLUKE METER 8060A & CASE	06/01/94	$475	$475
1	1058	AQUATIVE TEST SET – MODEL T2027	10/03/94	NA	NA
1	1063	9" VIDEO MONITOR	05/03/95	$145	$145
1	1087	FLUKE 77	07/11/95	$263	$263
1	1115	PANASONIC TR990C VIDEO MONITOR	12/22/95	$145	$145
1	1116	PANASONIC TR990C VIDEO MONITOR	12/22/95	$145	$145
1	1154	Fluke 27 Meter	01/24/97	$274	$274
1	NA	Pelco PMC14F 14" color monitor	06/26/00	NA	NA
1	1256	FLUKE 8060A MULTIMETER	10/27/00	$529	$529
2	NA	55 Gallon Tanks with lids	1998	$200	$400
4	NA	25 Gallon Tanks with lids	1998	$155	$620
1	NA	Chemical Pump Controller	1998	$750	$750
1	NA	Ozone Generator	1998	$4,200	$4,200
1	NA	Ozone Monitor	1998	$1,500	$1,500
4	NA	Chemical feed Pumps	1998	$850	$3,400
3	NA	Rosemont Monitors and Probes	1998	$325	$975
1	NA	Hanna ORP Monitor and Probe	1998	$795	$795
2	NA	Ozone Reactors	1998	$750	$1,500
1	1346	Premio Computer	06/23/04	$1,165	$1,165

DATE: **September 7, 2007**

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Approving and Authorizing the Execution of a Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Services in Connection with the Evaluation of Fall Protection Systems at Five Commission Standpipes Resolution No. R-53-07	**APPROVAL**	

Account No. 01-60-6627

The existing fall protection systems at five Commission Standpipes have been recalled by the manufacturer due to system failures that may result in injury or death.

Tank Industry Consultants, Inc. is a professional engineering firm with expertise in the area of steel water tower construction and proposes to evaluate the existing fall restraint system and manufacturer's recall, research alternative vertical fall restraint/arrest systems, research other available horizontal fall restraint systems, review existing equipment installations at the standpipes for their applicability and conformance to OSHA regulation, provide a written report and, if requested, prepare detailed technical specifications, provide bid assistance and provide contractor observation at an estimated cost of $10,750.00. Because the Commission has been satisfied with the services provided by Tank Industry Consultants, Inc. in the past, the selection procedures of the Local Government Professional Services Selection Act need not be followed.

MOTION: To approve Resolution No. R-53-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-53-07

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM OF AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND TANK INDUSTRY CONSULTANTS, INC. FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE EVALUATION OF FALL PROTECTION SYSTEMS AT FIVE COMMISSION STANDPIPES

WHEREAS, the Commission desires to obtain, and Tank Industry Consultants, Inc. desires to provide, professional evaluation services for fall protection systems at five Commission standpipes;

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 Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional 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, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Agreement, 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 Agreement 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 Agreement executed by Tank Industry Consultants, Inc. with such modifications as may be required or approved by the General

Manager. Upon execution by the General Manager, the Agreement, 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 _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-53-07.doc

EXHIBIT 1

TIC
TANK
INDUSTRY
CONSULTANTS
INC.

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Bolingbrook, Illinois
630 / 226-0745

Houston, Texas
281 / 367-3511

Richmond, Virginia
804 / 897-7176

July 23, 2007
Revised August 27, 2007

Mr. Chris Bostick
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

RE: Professional Services – Modifications/Upgrades to Safety Items
Five Standpipe Water Storage Tanks
TIC Project Numbers: H789.01 to .05

Dear Mr. Bostick:

As you requested in your email message, Tank Industry Consultants is pleased to revise this proposal for the evaluation, recommendation, and specification of modifications or upgrades to the safety equipment on the Water Commission's five water storage tanks.

Tank Industry Consultants evaluated the standpipes in 2001, and prepared specifications and monitored the contractor's repainting and repairs in 2003. First Anniversary Evaluations were performed on the tanks in 2004.

Based on these previous evaluations and the rehabilitation of the tanks, we recommend the following approach to identifying and remediating any required safety improvements:

- Review TIC historical documentation to verify appurtenance compliance with latest OSHA requirements
- If antennas have been added to the tanks, review Commission's documentation of installation
- Report on North Safety Products Safety-Climb recall and alternate systems for fixed ladders that meet OSHA requirements
- Research horizontal/vertical restraint systems to provide a reliable protection system when transitioning from a fixed ladder to the tank balcony and up the crown of the tank
- Provide written letter report of findings.
- Prepare Detailed Technical Specifications for any required/requested safety modifications/upgrades

- Provide bid assistance
- Monitor contractor's work

Fees: The scope of services outlined here will be invoiced on a time and expense basis in accordance with the rate structure in effect at the time the services are performed. TIC's 2007 Rate Structure is attached for your review. We *estimate* the fees to be approximately:

Review of Data and Prepare Letter Report	$1,000
Prepare Detailed Technical Specifications	$2,000
Bid Assistance	$ 750
Monitor Contractor's Work	
Approximately 2 weeks @ estimated $3,500 per week	$7,000

To proceed with this project, please sign and return the enclosed Professional Services Agreement.

We look forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

Tank Industry Consultants

Penni Snodgrass

Penni Snodgrass
Sales and Marketing Manager

Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214

Professional Services – 2007 Rate Structure
Effective January 1, 2007 through December 31, 2007

Long Term Resident Observation:

Technician (travel and on-job time)	$54.00 per hour
Overtime Premium (over 40 hrs./week)	$23.25 per hour
Minimum 32 hours per week	
Per Diem	$115.00 per day

Spot Observation:

Technician (travel and on-job time)	$75.00 per hour
Per Diem	$125.00 per day

One Hour Senior Registered Engineer time added to each observation for dispatching and report analysis

Mileage: (per vehicle) - $0.52 per mile from Indianapolis, IN; Houston, TX; Richmond, VA; Bolingbrook, IL, or Philadelphia, PA, whichever is closer.

Hourly Rates:

Field Services Manager/Contract Administrator	$82.75 per hour
Field Superintendent/NACE Certified Technician	$77.50 per hour
Overtime Premium (over 40 hrs./week)	$22.70 per hour
Minimum 32 hours per week	
Project Manager	$88.50 per hour
Engineer - E.I.	$80.00 per hour
Professional Engineer	$105.00 per hour
Senior Professional Engineer	$130.00 per hour
Principal Engineer	$165.00 per hour
Senior Principal Engineer	$200.00 per hour
Technical Editor	$65.00 per hour
Clerical	$41.00 per hour

Direct Expenses:

A charge of $8.75 per hour is added for every office hour worked to cover copying, fax, mail, telephone, long distance, paging, cell phone, trucks, field equipment, and other misc. costs.

Reimbursable Expenses:

- Travel by public transportation at cost, plus 10%.
- All other reimbursable expenses (not otherwise listed on this rate structure) at cost plus 10%.

Subcontract Laboratory Analysis (Fees are doubled for rush service):

• Total Lead in Samples by Atomic Absorption Spectroscopy	$80.00 per sample
• Total Metals (Cadmium, Chromium & Lead) in Samples by Atomic Absorption Spectroscopy	$180.00 per sample
• Leachable Lead in Samples by Toxicity Characteristic Leaching Procedure	$375.00 per sample

Standard Form of Agreement between Owner and OWNER for Professional Services

This AGREEMENT, made this _____ day of _____, 2007 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and DuPage Water Commission, located at 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - SERVICES OF ENGINEER

1.1. The ENGINEER agrees to provide professional services for the Project in accordance with the ENGINEER's proposal to the OWNER dated July 23, 2007 and revised August 27, 2007.

1.2. If ENGINEER is requested to perform observation of the contractor's workmanship, then the duties of ENGINEER shall be:

a. Conduct on-site observation of the Work in progress to assist the OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to OWNER whenever ENGINEER believes that any Work is unsatisfactory or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise OWNER of Work that ENGINEER believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.

c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these visits and report to the OWNER.

d. Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by OWNER.

e. Conduct final evaluation in the company of Contractor and prepare a list of items to be completed or corrected.

f. Observe that all items on the list have been completed or corrected and make recommendation to OWNER concerning acceptance.

1.3. If ENGINEER is requested to perform observation of the contractor's workmanship, then the limitations of authority of the ENGINEER shall include:

a. ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.

b. ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.

c. ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor" superintendent.

d. ENGINEER shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

e. ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

f. ENGINEER shall not advise on, issue directions regarding or assume control over contractor's compliance with environmental regulations.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER:

2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.

2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.4. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.

2.5. Perform the duties required under the Terms section (if any) of the Proposal.

2.6. The information and services to be provided by OWNER under the Section will be without cost to ENGINEER.

SECTION 3 - PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated July 23, 2007 and revised August 27, 2007. The OWNER shall issue payment to ENGINEER within thirty (30) calendar days of receipt of properly submitted invoice.

SECTION 4 - TERMS AND CONDITIONS

4.1. **Professional Responsibility** -ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.

4.2. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days' written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed in accordance with this agreement up to and including the termination date.

4.3. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this agreement shall be and remain the property of the OWNER whether or not the Project is completed; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or any other Project.

4.4. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use. ENGINEER and OWNER shall require all contractors working on this project to list ENGINEER and OWNER as an additional insured on their insurance certificates.

4.5. **Indemnification** - The ENGINEER agrees to indemnify the OWNER, their officers, employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to the OWNER. The ENGINEER shall not be liable for any consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

By: Steven P. Roetter, P.E.

Dated: August 27, 2007

OWNER:

By: _____

Dated: _____

DATE: September 7, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the September 13, 2007, DuPage Water Commission Meeting Resolution No. R-54-07	**APPROVAL**	

Account Number: 01-60-7211.01

Resolution No. R-54-07 would approve the following Change Orders:

Change Order No. 1 to Contract PSD-6B/07 (Relocation and Construction of Cadwell Avenue in Elmhurst, Illinois). An inordinate amount of unstable organic material (black dirt) was encountered during excavation and grading work for the relocated roadway and storage pad, requiring removal and replacement of the atypical organic material with CA-1 aggregate for stabilization of the roadway base and storage pad. Change Order #1 would add a Unit Price Item (C.O. #1), Unit Price ($22.90/ton), and approximate number of units (3,000 tons) to the Schedule of Prices for furnishing and installing CA-1 aggregate.

Approval of this Change Order would represent an approximate net increase in the Contract Price by $68,700.00 (depending upon the number of units of CA-1 aggregate ultimately installed) but does not authorize or necessitate an increase in the Contract Price that is 50% or more of the original Contract Price nor, based upon the Contractor's sworn certification, authorize or necessitate an increase in the price of any subcontract under the Contract that is 50% or more of the original subcontract price.

The Completion Date would remain as November 15, 2007.

MOTION: To approve Resolution No. R-54-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-54-07

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
SEPTEMBER 13, 2007, DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board\Resolutions\R-54-07.doc

Exhibit 1

Resolution No. R-54-07

1. Change Order No. 1 to Contract PSD-6B/07 (Relocation and Construction of Cadwell Avenue in Elmhurst, Illinois) in the net amount of $68,700.00.

DATE: September 7, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Awarding a Contract for Supply of Engine Generator Units Resolution No. R-57-07	**APPROVAL**	

Account No.: Lexington 01-60-8201.01
DuPage 01-60-7213.01

On July 20, 2007, the Commission solicited sealed proposals for the design, manufacture, construction, fabrication, assemblage, and delivery of one portable and eight stationary engine generator units and appurtenances to two separate installation sites as and when required by the applicable installation contractor (the "Base Bid Work"). Bidders were also required to supply price proposals for certain, optional "Adjustment in Base Bid Work" (installation assistance, start-up, testing, and calibration services, field acceptance testing of the engine generator units and appurtenances, and the instruction of Commission and City of Chicago personnel in the proper operation and maintenance of the engine generator units and appurtenances (the "Adjustment in Base Bid Work"). A Public Notice of the solicitation was also posted on the Commission's web site and published in the *Daily Herald*.

Proposals were accepted until 1:00 p.m., local time, August 23, 2007, at which time all proposals were publicly opened and read aloud.

Of the three proposals received, the Contract/Proposal of Patten Industries, Inc., even though it did not fully comply with the requirements of the Request for Proposals document, was the most favorable to the interests of the Commission (see the attached bid evaluation and recommendation prepared by the Commission's consulting engineers).

Resolution No. R-57-07 would suspend the purchasing procedures of the Commission's By-Laws and award the Contract for Supply of Engine Generator Units to Patten Industries, Inc., excluding the Adjustment in Base Bid Work, for the Total Base Bid Price of $6,417,608.00, subject to approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

MOTION: To approve Resolution No. R-57-07.

CDM

Memorandum

To: *Chris Bostick (DWC)*

From: *David Tucker (CDM)*

Subject: *Evaluation of Engine Generator Bid Proposals*

Date: *September 6, 2007*

Purpose

The purpose of this memorandum is to summarize the evaluation of engine generator bid proposals, and recommend a supplier.

In response to a Request for Proposals (RFP), three proposals were received on August 23, 2007. Companies submitting proposals include:

Storage Battery Systems (supplying Kohler engine-generators)

Inland Detroit Diesel Allison (supplying Detroit Diesel engine-generators)

Patten Industries (supplying Caterpillar engine-generators)

Each of these proposals was compared on the basis of:

- Base-bid capital cost proposal
- Compliance with specified requirements of the RFP/Specifications

Base-Bid Capital Cost Proposal

The results from the base-bid capital cost proposals are presented in **Table 1**.

Compliance with RFP Requirements

Direct comparison between the base-bid capital cost proposals between the three systems was complicated due to several important exceptions that were made by some of the vendors. CDM issued two Requests For Information (RFI) in order to aid the evaluation process. Below is a summary of issues related to RFP compliance for each vendor.

Storage Battery Systems (Kohler)

1. The 10% Overload Requirement as specified in Section 11395, Paragraph 2.02.A is <u>not</u> met.
    - Based on the vendor's bid proposal and responses to RFI #1, the submitted engine-generator rating is 2300kW. The vendor's bid

proposal documents this as the "standby" rating which does not include any overload capability. To comply with the specified 10% Overload Requirement, the vendor's "prime" rating of 2100kW would need to be used. 2100kW does not meet the specification requirement of 2250 to 2500kW.

2. The Motor Starting Requirements as specified in Section 11395, Paragraphs 1.08.D, E, and F are not met.
   - Based on the vendor's response to RFI #1 and following discussion, we believe that the vendor does not have an adequate technical understanding of the specification requirements. The vendor's calculations contain the following errors:
     - Vendor assumed that two half-sized motors are equivalent to one full-sized motor. (For example, two 1000 HP motors equates to one 2000 HP motor).
   - Additionally, the vendor's response does not correspond to the estimated motor starting voltage dip graph provided in the vendor's bid proposal.
3. The 50°C ambient temperature rating as specified in Section 11395, Paragraph 1.10 is partially met.
   - Based on the vendor's response to RFI #2, we understand that the vendor's intends to provide a radiator appropriate for 50°C. But the vendor's bid proposal indicates equipment rated for 40°C. When the appropriate deratings are applied, the engine-generator is approximately 2200 kW, which falls below the specification requirement of 2250kW.

Inland Detroit Diesel-Allison (Detroit Diesel)

1. The 10% Overload Requirement as specified in Section 11395, Paragraph 2.02.A is not met.
   - Vendor took exception to this requirement as part of their bid proposal.
2. The Special Remedies of Delivery Delays Requirement as specified in the Contract/Proposal are not met.
   - Vendor took exception to this requirement as part of their bid proposal.
3. The Motor Starting Requirements as specified in Section 11395, Paragraphs 1.08.D, E, and F are satisfactorily met.
   - Based on the vendor's response to RFI #1, the vendor has calculated the voltage drop as 12-14%. While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements.

4. The 50°C ambient temperature rating as specified in Section 11395, Paragraph 1.10 is partially met.
    - Based on the vendor's response to RFI #2, we understand that the vendor's intends to provide a 50°C rating. But the vendor's bid proposal indicates equipment rated for 40°C. When the appropriate deratings are applied, the engine-generator is approximately 2200 kW, which falls below the specification requirement of 2250kW.
5. Equipment Dimensions
    - While not a specification requirement, the vendor's units are the largest of the three bidders. It is estimated that the increase in the generator building at DPPS would cost approximately $250,000.

Patten Industries (Caterpillar)

1. The 10% Overload Requirement as specified in Section 11395, Paragraph 2.02.A is met.
2. The Motor Starting Requirements as specified in Section 11395, Paragraphs 1.08.D, E, and F are satisfactorily met.
    - Based on the vendor's response to bid proposal, the vendor has calculated the voltage drop as 13%. While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements.
3. The 50°C ambient temperature rating as specified in Section 11395, Paragraph 1.10 is satisfactorily met.
    - Based on the vendor's exception in the bid proposal, the equipment is rated for approximately 43°C. When the appropriate deratings are applied, the engine-generator is approximately 2400 kW, which meets the specification requirement of 2250kW.
4. The Transient Recovery Requirement as specified in Section 11395, Paragraph 1.08 is satisfactorily met.
    - Based on the vendor's exception in the bid proposal, the vendor will provide a 6 second transient recovery time versus the 3 second specification requirement. While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements.
5. The Brake Mean Effective Pressure (BMEP) Requirement as specified in Section 11395, Paragraph 2.01 is satisfactorily met.
    - Based on the vendor's exception in the bid proposal, the vendor will provide a BMEP of 301 psi versus the 251 psi specification requirement. While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements.

6. The Piston Speed Requirement as specified in Section 11395, Paragraph 2.01 is satisfactorily met.
    - Based on the vendor's exception in the bid proposal, the vendor will provide a piston speed of 2538 feet per minute versus the 2400 feet per minute specification requirement. While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements.
7. The Generator Insulation Requirements as specified in Section 11395, Paragraph 2.06 are satisfactorily met.
    - Based on the vendor's exception in the bid proposal, the vendor will provide a generator with a Class H insulation (with a Class F temperature rise) versus the specification requirement of a Class F insulation (with a Class B temperature rise). While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements.
8. The Gross Vehicular Weight Requirement as specified in Section 11395, Paragraph 2.07 is satisfactorily met.
    - Based on the vendor's exception in the bid proposal, the vendor will provide a portable engine-generator with a GVWR of 90,000 pounds, which exceeds the specification requirement of 80,000 pounds. While this does not meet the specifications requirements, it is within an acceptable range of the specification requirements. It is our understanding that this additional weight can be readily accommodated for by the DuPage Water Commission and City of Chicago.

Recommendation

Based upon our evaluation of the capital costs and compliance with RFP requirements, we recommend that the DuPage Water Commission select the Patten Industries (Caterpillar) bid proposal.

It is understood that Patten Industries has submitted the bid proposal with the highest capital cost. CDM believes that this directly relates to their adherence to 10% Overload Requirement in the specification. The 10% Overload Requirement is critical to the installations at both the DuPage and Lexington Pumping Stations. This requirement provides additional standby power capacity during the momentary peaks and fluctuations associated with water pumping.

Regarding the Adjustments in Base Bid Work, we recommend that the DuPage Water Commission not to proceed with these items.

The bid proposal from Patten Industries does not adequately address the services included within these Adjustments. Furthermore, the Commission will be better served if the delivery of these services is managed directly by the Installation Contractor during the installation at both the DuPage and Lexington Pumping Station as coordination with the installation is necessary

Table 1 DuPage Water Commission Engine Generator Bid Proposal Cost Evaluation Summary			
	Storage Battery Systems	Patten Industries Inc	Inland Detroit Diesel-Addison
TOTAL BASE BID PRICE	**$ 5,751,990**	**$ 6,417,608**	**$ 5,753,000**
Operation and Maintenance Instruction DPPS	$ 3,600	$ 1,800	$ 3,300
Operation and Maintenance Instruction LPS	$ 3,600	$ 1,800	$ 3,300
Installation Assistance DPPS	$ 4,800	$ 900	$ 4,400
Installation Assistance LPS	$ 4,800	$ 900	$ 4,400
Start-Up, Testing, and Calibration Services DPPS	$ 9,690	$ 1,800	$ 13,500
Start-Up, Testing, and Calibration Services LPS	$ 9,690	$ 1,800	$ 13,500
Field Acceptance Testing DPPS	$ 6,940	$ 900	$ 12,400
Field Acceptance Testing LPS	$ 6,940	$ 900	$ 12,400
TOTAL ADJUSTMENT TO THE BASE BID	**$ 50,060**	**$ 10,800**	**$ 67,200**

GREELEY AND HANSEN

100 S. Wacker Drive, Suite 1400
Chicago, Illinois 60606
p 312 558 9000
f 312 558 1986
www.greeley-hansen.com

September 6, 2007

Mr. Chris Bostick
Facilities Construction Supervisor
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

Subject: Lexington Pumping Station
Review of Engine Generator Proposals

Dear Mr. Bostick:

We have reviewed the three proposals received as a result of the Commission's Request For Proposals For Engine Generators and have met with Mr. David Tucker and Ms. Chenoa Smith of CDM to discuss these proposals. We have also reviewed Mr. Tucker's memorandum, "Evaluation of Engine Generator Bid Proposals" dated September 6, 2007 and agree with the comments and recommendation.

If provided as specified and with the exceptions taken in their proposal, the proposed equipment from Patten Industries (Caterpillar) will meet the requirements for the Generator Facilities at Lexington Pumping Station.

Yours very truly,

Greeley and Hansen

Stephen H. Palac, PE
Principal

Y:\DuPage Water Commission\DWC - generators\Bostick Letter generator proposal recommendation.doc

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-57-07

A RESOLUTION AWARDING
A CONTRACT FOR SUPPLY OF ENGINE GENERATOR UNITS

WHEREAS, Contract/Proposals for Supply of Engine Generator Units were received on August 23, 2007; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that none of the proposals received fully comply with the requirements of the Request for Proposals document; and

WHEREAS, the Commission has further determined that, of all the non-conforming proposals received, the proposal of Patten Industries, Inc. was the most favorable to the interests of the Commission;

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

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

SECTION TWO: The DuPage Water Commission hereby awards the Contract for Supply of Engine Generator Units to Patten Industries, Inc., excluding the Adjustment in Base Bid Work, for the Total Base Bid Price of $6,417,608.00 as set forth in Patten Industries, Inc.'s Contract/Proposal for Supply of Engine Generator Units, dated August 23, 2007, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission and subject to the

approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption by a vote of two-thirds of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-57-07.doc

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: September 7, 2007

SUBJECT: Summary of Action Since Previous Meeting

1. Invitations for The Great Lakes Water Wars Luncheon were mailed.

Administration/Memorandums/Summary of Action 070803.doc

PACKET: 00808 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
G/L TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

---------ID---------			GROSS	P.O. #		
INVOICE DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
1-1101 HOLLAND & KNIGHT LLP						
1-200708281378		LEGAL SERVICES: JULY 2007	348.30			
9/13/2007	IL	DUE: 8/10/2007 DISC: 8/10/2007				
		LEGAL SERVICES: JULY 2007		01 60-6251	LEGAL SERVICES- GENERAL	348.30
		*** VENDOR TOTALS ***	348.30			
1-1137 ROSSI CONTRACTORS, INC.						
1-097-011A		EXPLORATORY EXCAVATION - DPPS	27,172.26			
9/13/2007	IL	DUE: 7/30/2007 DISC: 7/30/2007				
		EXPLORATORY EXCAVATION - DPPS		01 60-6631	PIPELINE REPAIRS	27,172.26
1-0R7-014A		BLOW OFF VALVE REPAIR	17,020.79			
9/13/2007	IL	DUE: 8/06/2007 DISC: 8/06/2007				
		BLOW OFF VALVE REPAIR		01 1398	OTHER RECEIVABLES	17,020.79
		*** VENDOR TOTALS ***	44,193.05			
		*** PACKET TOTALS ***	44,541.35			

CKFT: 00808 HOLD FOR BOARD APPROVAL
CO/BK SFT: 01 DUPAGE WATER COMMISSION
SORT : ALPHABETIC
NO FROM ACCOUNT SUPPRESSED

** T O T A L S **

INVOICE TOTALS	44,541.35
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	44,541.35

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	2007-2008	01 -1498	OTHER RECEIVABLES	17,020.79						
		01 -70-6251	LEGAL SERVICES- GENERAL	348.30	90,000	70,751.12				
		01 -60-6631	PIPELINE REPAIRS	27,172.26	1,120,500	1078,973.35				
			** 2007-2008 YEAR TOTALS	44,541.35						

KET: 00800 HOLD FOR BOARD APPROVAL
NDOR SET: 01 DUPAGE WATER COMMISSION
QUENCE : ALPHABETIC
TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	9/2007	44,541.35

NO ERRORS

** END OF REPORT **

TAL 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 STATUS	CHECK AMOUNT
312	A.M. BEST COMPANY, INC.							
I-370680	RENEW SUBSCRIPTION	R	8/17/2007	147.95		003159		147.95
			*** VENDOR TOTALS ***			1 CHECKS		147.95
460	ACRES GROUP							
I-AEI_0029268	LANDSCAPE MAINT.: AUG 2007	R	8/17/2007	3,875.00		003160		3,875.00
			*** VENDOR TOTALS ***			1 CHECKS		3,875.00
15	ADVANTAGE INDUSTRIAL SYSTEMS							
I-07-017-44-1	MOTOR # 5 ALIGNMENT	R	8/03/2007	3,761.70		003115		3,761.70
			*** VENDOR TOTALS ***			1 CHECKS		3,761.70
229	AGM ELECTRONICS, INC.							
I-T4656	SCADA/INSTRUMENTATION	R	8/31/2007	349.72		003201		349.72
			*** VENDOR TOTALS ***			1 CHECKS		349.72
994	AKT-1 INDUSTRIES, INC.							
I-10445	MAINTENANCE SUPPLIES	R	8/17/2007	489.25		003161		489.25
			*** VENDOR TOTALS ***			1 CHECKS		489.25
91	ALEXANDER CHEMICAL CORPORATION							
I-0383769	SODIUM HYPOCHLORITE	R	8/17/2007	2,452.05		003162		2,452.05
			*** VENDOR TOTALS ***			1 CHECKS		2,452.05
459	ALPHA BUILDING MAINTENANCE SER							
I-7704 DWC	JANITORIAL SERVICE: 08/07	R	8/17/2007	1,584.00		003163		
I-7759 DWC	JANITORIAL SUPPLIES	R	8/17/2007	104.52		003163		
I-7769 DWC	BUILDING MAINTENANCE	R	8/17/2007	5,556.30		003163		7,244.82
			*** VENDOR TOTALS ***			1 CHECKS		7,244.82
793	ALVORD, BURDICK & HOWSON, LLC							
I-00351-16	TIB-1	R	8/17/2007	1,059.26		003164		1,059.26
			*** VENDOR TOTALS ***			1 CHECKS		1,059.26
2992	APWA - IPSI							
I-200708281374	IPSI ADVANCED INSTITUTE	R	8/31/2007	650.00		003202		650.00
			*** VENDOR TOTALS ***			1 CHECKS		650.00
2516	ARAMARK REFRESHMENT SERVICES							
C-6062-75271-CREDIT	COFFEE & SUPPLIES	R	8/03/2007	1,667.75CR		003116		
I-6062-75271	COFFEE & SUPPLIES	R	8/03/2007	1,667.75		003116		
I-6062-75271-CORRECT	COFFEE & SUPPLIES	R	8/03/2007	167.75		003116		167.75
2516	ARAMARK REFRESHMENT SERVICES							
I-6062 - 78644	COFFEE & SUPPLIES	R	8/17/2007	62.85		003165		62.85

[illegible] SET: 01 DuPage Water Commission

BANK: 1L ILLINOIS FUNDS

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]		ARAMARK REFRESHMENT SERVICES							
	I-6062-80555	COFFEE & SUPPLIES	R	8/31/2007	238.60		003203		238.60
				*** VENDOR TOTALS ***			3 CHECKS		469.20
[illegible]		AT&T							
	I-200708021347	DPPS PHONE SERV.: 07/16-08/15	R	8/03/2007	773.35		003117		
	I-200708021348	DPPS PHONE SERV.: 07/22-08/21	R	8/03/2007	377.92		003117		1,151.27
1397		AT&T							
	I-200708141370	TANK SITE # 1: 08/04-09/03/07	R	8/17/2007	21.56		003166		21.56
1397		AT&T							
	I-200708291379	DPPS PHONE SERV.: 08/16-09/15	R	8/31/2007	761.67		003204		761.67
				*** VENDOR TOTALS ***			3 CHECKS		1,934.50
[illegible]		AT&T LONG DISTANCE							
	I-200708141364	DPPS LONG DIST. SERV.: 07/07	R	8/17/2007	96.72		003167		96.72
				*** VENDOR TOTALS ***			1 CHECKS		96.72
1015		AUTOZONE, INC.							
	I-2568904664	BUILDING MAINTENANCE	R	8/03/2007	99.99		003118		99.99
[illegible]		AUTOZONE, INC.							
	I-2568925897	MAINTENANCE SUPPLIES	R	8/31/2007	47.15		003205		47.15
				*** VENDOR TOTALS ***			2 CHECKS		147.14
[illegible]		AVALON PETROLEUM COMPANY							
	I-421442	GASOLINE	R	8/03/2007	2,477.90		003119		2,477.90
[illegible]		AVALON PETROLEUM COMPANY							
	I-423149	GASOLINE	R	8/31/2007	2,799.00		003206		2,799.00
				*** VENDOR TOTALS ***			2 CHECKS		5,276.90
1458		BASIC CHEMICAL SOLUTIONS, LLC							
	I-SI5329078	SODIUM HYPOCHLORITE	R	8/17/2007	2,667.44		003168		2,667.44
				*** VENDOR TOTALS ***			1 CHECKS		2,667.44
[illegible]		BLACKBURN MFG. CO.							
	I-0313437-IN	LOCATING FLAGS	R	8/03/2007	330.40		003120		330.40
				*** VENDOR TOTALS ***			1 CHECKS		330.40
1521		BUILDERS CHICAGO CORPORATION							
	I-26189	INSTALLATION OF SECURITY DOORS	R	8/17/2007	18,726.05		003169		18,726.05
				*** VENDOR TOTALS ***			1 CHECKS		18,726.05

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]	BUSINESS 21 PUBLISHING							
I-200708141165	2 YR SUBSCRIPTION OF SAFETY 21	R	8/17/2007	169.32		003170		169.32
				*** VENDOR TOTALS ***		1 CHECKS		169.32
1461	BUSINESS CARD							
I-200708021349	SAFETY TRAINING, PUBLICATIONS	R	8/03/2007	9,629.86		003121		
I-200708021350	I-PASS, ADMIN EXP, CONFER, PUB	R	8/03/2007	1,943.43		003121		11,573.29
1461	BUSINESS CARD							
I-200708281375	NSC CONGRESS & EXPO	R	8/31/2007	580.00		003207		
I-200708291380	PARKING, I-PASS, ADMIN EXP.	R	8/31/2007	972.00		003207		1,552.00
				*** VENDOR TOTALS ***		2 CHECKS		13,125.29
[illegible]	CAMP DRESSER & MCKEE INC.							
I-80257435/26	EVAL. ELECT. GEN. SUP. ALT.	R	8/03/2007	77,249.39		003122		
I-80260352/30	PIPE LOOP TESTING: 05/27-06/23	R	8/03/2007	4,386.49		003122		
I-80261771/31	EVAL. ELECT. GEN. SUP. ALT.	R	8/03/2007	149,873.49		003122		231,509.37
949	CAMP DRESSER & MCKEE INC.							
I-80262455/31	PIPE LOOP TESTING: 06/24-07/21	R	8/31/2007	6,202.38		003208		6,202.38
				*** VENDOR TOTALS ***		2 CHECKS		237,711.75
[illegible]	VILLAGE OF CAROL STREAM							
I-200708301386	DRAW # 1 - WATER QUALITY LOAN	R	8/31/2007	637,568.54		003209		637,568.54
				*** VENDOR TOTALS ***		1 CHECKS		637,568.54
[illegible]	CITY OF CHICAGO DEPARTMENT OF							
I-200708021351	LEX. PUMP STA. LABOR: 05/07	R	8/03/2007	35,555.36		003123		
I-200708021352	LEX. PUMP STA. LABOR: 06/07	R	8/03/2007	32,405.92		003123		67,961.28
[illegible]	CITY OF CHICAGO DEPARTMENT OF							
I-200708291381	LEX. PUMP STA. LABOR: 07/07	R	8/31/2007	35,814.12		003210		35,814.12
				*** VENDOR TOTALS ***		2 CHECKS		103,775.40
[illegible]	CHICAGO SUBURBAN EXPRESS, INC.							
I-1126-01	MAINTENANCE SUPPLIES	R	8/03/2007	59.83		003124		59.83
[illegible]	CHICAGO SUBURBAN EXPRESS, INC.							
I-1126858	METER STATION MAINTENANCE	R	8/17/2007	37.41		003171		37.41
				*** VENDOR TOTALS ***		2 CHECKS		97.24
135	CITY OF CHICAGO SUPERINTENDENT							
I-200708021362	WATER BILLING: 07/01-07/31/07	R	8/03/2007	4,538,523.35		003155		4,538,523.35
				*** VENDOR TOTALS ***		1 CHECKS		4,538,523.35

BOOK SET: 01 DuPage Water Commission
BK: II ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]	CINTAS FIRST AID & SAFETY							
I-343433262	FIRST AID SUPPLIES	R	8/03/2007	130.40		003125		130.40
[illegible]	CINTAS FIRST AID & SAFETY							
I-343438878	FIRST AID SUPPLIES	R	8/31/2007	234.35		003211		234.35
			*** VENDOR TOTALS ***			2 CHECKS		364.75
[illegible]	COMCAST							
I-200708021353	INTERNET SERV: 07/27-08/26	R	8/03/2007	84.95		003126		84.95
[illegible]	COMCAST							
I-200708291382	INTERNET SERV.: 08/27-09/26	R	8/31/2007	84.95		003212		84.95
			*** VENDOR TOTALS ***			2 CHECKS		169.90
[illegible]	COMED							
I-200708021354	METER STATION ELECTRIC SERVICE	R	8/03/2007	4,525.99		003127		4,525.99
[illegible]	COMED							
I-200708141366	METER STATION ELECTRIC SERVICE	R	8/17/2007	3,860.46		003172		3,860.46
			*** VENDOR TOTALS ***			2 CHECKS		8,386.45
[illegible]	COMSEARCH							
I-70060030B	YEARLY SERVICE AGREEMENT	R	8/03/2007	400.00		003128		400.00
			*** VENDOR TOTALS ***			1 CHECKS		400.00
[illegible]	CONSTELLATION NEWENERGY							
I-01538511	DPPS ELECT. SERV.: ADJUSTMENT	R	8/03/2007	1,994.80		003129		
I-01554658	DPPS ELECT. SERV.: 06/22-07/23	R	8/03/2007	312,632.65		003129		314,627.45
			*** VENDOR TOTALS ***			1 CHECKS		314,627.45
[illegible]	CTE ENGINEERS							
I-4067528	CONCRETE RESERVOIR - 06/07	R	8/03/2007	7,939.13		003130		
I-60017667-03	SEC. CON. POINT FOR WINFIELD	R	8/03/2007	219.48		003130		
I-60020796-05	FALL PROTECTION	R	8/03/2007	9,394.56		003130		17,553.17
[illegible]	CTE ENGINEERS							
I-4067529	CONCRETE RESERVOIR - 07/07	R	8/31/2007	12,590.12		003213		
I-60020796-06	FALL PROTECTION	R	8/31/2007	454.65		003213		13,044.77
			*** VENDOR TOTALS ***			2 CHECKS		30,597.94
[illegible]	DANKA OFFICE IMAGING							
I-70555957	COPIER USAGE: 04/28-07/27/07	R	8/17/2007	765.52		003173		765.52
			*** VENDOR TOTALS ***			1 CHECKS		765.52

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
014	DHL EXPRESS (USA) INC.							
I-6916910?	OVERNIGHT MAIL	R	8/31/2007	561.32		003214		561.32
				*** VENDOR TOTALS ***		1 CHECKS		561.32
[illegible]	DISCOUNT TIRE CO. INC.							
I-2139556	VEHICLE MAINTENANCE	R	8/03/2007	104.16		003131		104.16
				*** VENDOR TOTALS ***		1 CHECKS		104.16
[illegible]	DOOR SYSTEMS, INC.							
I-0650190-IN	MAINT. & INSPECT GATES	R	8/03/2007	238.42		003132		238.42
				*** VENDOR TOTALS ***		1 CHECKS		238.42
[illegible]	DRUCK INCORPORATED							
I-62340	SCADA/INSTRUMENTATION	R	8/17/2007	1,025.38		003174		1,025.38
				*** VENDOR TOTALS ***		1 CHECKS		1,025.38
[illegible]	ELMHURST PLAZA STANDARD INC.							
I-30313	VEHICLE MAINTENANCE: M-63636	R	8/03/2007	347.60		003133		347.60
[illegible]	ELMHURST PLAZA STANDARD INC.							
I-10974	GASOLINE	R	8/31/2007	94.50		003215		
I-10975	GASOLINE	R	8/31/2007	77.49		003215		
I-11030	GASOLINE	R	8/31/2007	82.84		003215		254.83
				*** VENDOR TOTALS ***		2 CHECKS		602.43
[illegible]	EN ENGINEERING, LLC							
I-21461	CP INSP STANDPIPES	R	8/17/2007	4,208.81		003175		
I-21462	CORR DATA ASSESSMENT	R	8/17/2007	2,514.96		003175		
I-21463	ROV-11A STRAY CURRENT	R	8/17/2007	625.16		003175		
I-21464	ROV-8B CORR. INVEST.	R	8/17/2007	4,917.15		003175		
I-21465	CP DESIGN S. TR MAIN	R	8/17/2007	4,487.58		003175		
I-21466	DC STRAY CURRENT 90" MAIN	R	8/17/2007	8,259.52		003175		
I-21467	INDETERMN CORR ASSIST	R	8/17/2007	1,226.67		003175		
I-21468	TW-4 CORROSION ASSIST	R	8/17/2007	4,854.84		003175		31,094.69
				*** VENDOR TOTALS ***		1 CHECKS		31,094.69
[illegible]	ENCOVER CONTRACT SERVICES							
I-200708021355	SMARTNET - WARRANTY	R	8/03/2007	164.00		003134		164.00
				*** VENDOR TOTALS ***		1 CHECKS		164.00
[illegible]	FEDEX							
I-2-167-57093	OVERNIGHT MAIL	R	8/03/2007	817.83		003135		817.83
[illegible]	FEDEX							
I-2-218-69773	OVERNIGHT MAIL	R	8/31/2007	236.78		003216		236.78
				*** VENDOR TOTALS ***		2 CHECKS		1,054.61

[illegible]OR SET: 01 DuPage Water Commission
[illegible]NK: IL ILLINOIS FUNDS

[illegible]NDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]66	GLENBARD ELECTRIC SUPPLY, INC.							
I-1059128-01	METER STATION MAINTENANCE	R	8/17/2007	2,048.40		003176		2,048.40
			*** VENDOR TOTALS ***			1 CHECKS		2,048.40
[illegible]	GRAINGER							
I-9413024226	METER STATION MAINTENANCE	R	8/03/2007	264.39		003136		
I-9416812726	METER STATION MAINTENANCE	R	8/03/2007	140.06		003136		
I-9417832434	METER STATION MAINTENANCE	R	8/03/2007	137.91		003136		542.36
[illegible]	GRAINGER							
I-9420678465	METER STATION MAINTENANCE	R	8/17/2007	183.88		003177		183.88
[illegible]	GRAINGER							
I-9434153707	METER STATION MAINTENANCE	R	8/31/2007	62.45		003217		
I-9434.77803	SCADA/INSTRUMENTATION	R	8/31/2007	1,051.20		003217		1,113.65
			*** VENDOR TOTALS ***			3 CHECKS		1,839.89
[illegible]94	GREELEY AND HANSEN							
I-INV-0000227278	ELECTRICAL SAFETY REQUIREMENTS	R	8/03/2007	4,489.89		003137		
I-INV-0000227282	LEX PS GENERATION FACILITIES	R	8/03/2007	68,228.50		003137		
I-INV-0000227283	LEXINGTON PS VAR FREQ DRIVES	R	8/03/2007	4,398.50		003137		
I-INV-0000227284	LEXINGTON PS PHOTOVOLTAIC CELL	R	8/03/2007	11,825.41		003137		88,942.30
			*** VENDOR TOTALS ***			1 CHECKS		88,942.30
[illegible]1[illegible]	TIMOTHY GUBBINS							
I-200708021356	TUITION REIMBURSEMENT	R	8/03/2007	1,353.30		003138		1,353.30
			*** VENDOR TOTALS ***			1 CHECKS		1,353.30
[illegible]247	HD SUPPLY WATERWORKS, LTD.							
I-5432914	4' TILE PROBE	R	8/03/2007	28.28		003139		28.28
			*** VENDOR TOTALS ***			1 CHECKS		28.28
[illegible]1	HOLLAND & KNIGHT LLP							
I-200708011346	LEGAL SERVICES: JUNE 2007	R	8/10/2007	3,301.50		003156		3,301.50
			*** VENDOR TOTALS ***			1 CHECKS		3,301.50
[illegible]	HOME DEPOT CREDIT SERVICES							
I-[illegible]0409[illegible]	MAINTENANCE SUPPLIES	R	8/17/2007	72.54		003178		
I-0041806	PIPELINE SUPPLIES	R	8/17/2007	42.92		003178		
I-2576513	METER STATION MAINTENANCE	R	8/17/2007	31.87		003178		
I-3018253	MAINTENANCE SUPPLIES	R	8/17/2007	18.50		003178		
I-3023845	METER STATION MAINTENANCE	R	8/17/2007	61.33		003178		
I-3025321	METER STATION MAINTENANCE	R	8/17/2007	128.97		003178		
I-3575480	VEHICLE MAINTENANCE	R	8/17/2007	29.97		003178		
I-5032614	METER STATION MAINTENANCE	R	8/17/2007	28.37		003178		
I-5577043	METER STATION MAINTENANCE	R	8/17/2007	10.77		003178		
I-6055395	MAINTENANCE SUPPLIES	R	8/17/2007	26.53		003178		
I-9145098	PIPELINE SUPPLIES	R	8/17/2007	19.31		003178		
I-9572483	METER STATION MAINTENANCE	R	8/17/2007	29.38		003178		500.46
			*** VENDOR TOTALS ***			1 CHECKS		500.46

TNOR SET: 01 DuPage Water Commission

: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	IKON OFFICE SOLUTIONS							
C-5006175858	CREDIT FOR OVERCHARGE	R	8/17/2007	19.84CR		003179		
I-1009024483	OFFICE SUPPLIES	R	8/17/2007	100.99		003179		
I-5006125858	COPIER USAGE: 06/30-07/30/07	R	8/17/2007	386.02		003179		467.17
			*** VENDOR TOTALS ***			1 CHECKS		467.17
	ILLINOIS PUBLIC RISK FUND							
I-200708021357	WORKERS COMPENSATION INS.	R	8/03/2007	7,540.00		003140		7,540.00
	ILLINOIS PUBLIC RISK FUND							
I-200708281376	WORKERS COMPENSATION INS.	R	8/31/2007	7,542.00		003218		7,542.00
			*** VENDOR TOTALS ***			2 CHECKS		15,082.00
	ILLINOIS SECTION AWWA							
I-4748	TRAINING	R	8/31/2007	175.00		003219		175.00
			*** VENDOR TOTALS ***			1 CHECKS		175.00
	ILLINOIS STATE POLICE							
I-200708021358	RADIO SERVICE: 08/01-08/31/07	R	8/03/2007	427.50		003141		427.50
			*** VENDOR TOTALS ***			1 CHECKS		427.50
	J. J. KELLER & ASSOCIATES, INC							
I-[illegible]	SUBSCRIPTION, LABOR LAW POSTER	R	8/31/2007	184.47		003220		184.47
			*** VENDOR TOTALS ***			1 CHECKS		184.47
	JOHNSON CONTROLS, INC.							
I-0701240774	REPAIRS TO CHILLER # 1	R	8/17/2007	1,710.16		003180		1,710.16
			*** VENDOR TOTALS ***			1 CHECKS		1,710.16
	JULIE, INC.							
I-07-07-0433	UTILITY LOCATES: AUGUST 2007	R	8/17/2007	5,040.55		003181		5,040.55
			*** VENDOR TOTALS ***			1 CHECKS		5,040.55
	KANE COUNTY							
I-200708201373	KANE COUNTY WORKSHOP	V	8/20/2007	40.00		003199		40.00
M-CHECK	VOID CHECK	V	8/20/2007			003199		40.00
	KANE COUNTY							
I-200708201373	KANE COUNTY WORKSHOP	R	8/20/2007	40.00		003200		40.00
			*** VENDOR TOTALS ***			1 CHECKS		40.00
	KARA COMPANY, INC.							
I-223949	VERIZON DATA LINE GPS DATA	R	8/17/2007	60.70		003182		60.70
			*** VENDOR TOTALS ***			1 CHECKS		60.70

NDOR SET: 01 DuPage Water Commission
NK: 11 ILLINOIS FUNDS

NDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
44	GEORGE W. KENNEDY CONSTRUCTION							
I-QR7-009A	REMOVE/INSTALL FRAME & GRATE	R	8/10/2007	2,308.78		003157		2,308.78
			*** VENDOR TOTALS ***			1 CHECKS		2,308.78
45	KIEFT BROTHERS, INC.							
I-129915	METER STATION MAINTENANCE	R	8/17/2007	23.00		003183		23.00
			*** VENDOR TOTALS ***			1 CHECKS		23.00
	LAB SAFETY SUPPLY, INC.							
I-1010036748	WATER TESTING SUPPLIES	R	8/31/2007	102.81		003221		102.81
			*** VENDOR TOTALS ***			1 CHECKS		102.81
96	LIEBERT GLOBAL SERVICES							
I-M13067243	PM ON UPS SYSTEM	R	8/31/2007	8,341.05		003222		8,341.05
			*** VENDOR TOTALS ***			1 CHECKS		8,341.05
65	MAN-D-TEC, INC.							
I-35301	MAINTENANCE SUPPLIES	R	8/17/2007	233.72		003184		233.72
			*** VENDOR TOTALS ***			1 CHECKS		233.72
41	TERRANCE MC GHEE							
I-20070814136	TUITION REIMBURSEMENT	R	8/17/2007	3,800.00		003185		
I-20070814136	AWWA NATIONAL CONFERENCE	R	8/17/2007	2,782.38		003185		6,582.38
			*** VENDOR TOTALS ***			1 CHECKS		6,582.38
34	MCMASTER-CARR SUPPLY COMPANY							
C-65641012	METER STATION MAINTENANCE	R	8/03/2007	94.86CR		003142		
C-68312994	MS MAINTENANCE RETURNS	R	8/03/2007	117.76CR		003142		
I-66321416	MAINTENANCE SUPPLIES	R	8/03/2007	61.30		003142		
I-67507018	METER STATION MAINTENANCE	R	8/03/2007	141.87		003142		
I-68633564	MAINTENANCE SUPPLIES	R	8/03/2007	245.20		003142		
I-69014413	MAINTENANCE SUPPLIES	R	8/03/2007	464.66		003142		
I-69587375	METER STATION MAINTENANCE	R	8/03/2007	421.88	8.44CR	003142		1,113.85
			*** VENDOR TOTALS ***			1 CHECKS		1,113.85
49	MEL'S ACE HARDWARE							
I-402676	METER STATION MAINTENANCE	R	8/17/2007	14.77		003186		
I-402704	LOCATOR BATTERIES	R	8/17/2007	57.82		003186		
I-402801	METER STATION MAINTENANCE	R	8/17/2007	28.86		003186		
I-402833	SCADA/INSTRUMENTATION	R	8/17/2007	5.37		003186		
I-402951	METER STATION MAINTENANCE	R	8/17/2007	15.10		003186		121.92
			*** VENDOR TOTALS ***			1 CHECKS		121.92
47	MENARDS- HILLSIDE							
C-60676	MAINTENANCE SUPPLIES RETURNED	R	8/17/2007	21.99CR		003187		
I-54266	MAINTENANCE SUPPLIES	R	8/17/2007	53.83		003187		
I-56573	MAINTENANCE SUPPLIES	R	8/17/2007	106.80		003187		
I-60334	MAINTENANCE SUPPLIES	R	8/17/2007	7.23		003187		
I-60336	MAINTENANCE SUPPLIES	R	8/17/2007	4.98		003187		
I-60542	MAINTENANCE SUPPLIES	R	8/17/2007	65.97		003187		216.82
			*** VENDOR TOTALS ***			1 CHECKS		216.82

MNOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]	NAPERVILLE, CITY OF							
I-200708021359	METER STATION ELECTRIC SERVICE	R	8/03/2007	138.83		003143		138.83
[illegible]	NAPERVILLE, CITY OF							
I-200708141[illegible]	METER STATION ELECTRIC SERVICE	R	8/17/2007	32.49		003188		32.49
[illegible]	NAPERVILLE, CITY OF							
I-200708[illegible]1377	METER STATION ELECTRIC SERVICE	R	8/31/2007	81.13		003223		
I-200708[illegible]1403	METER STATION ELECTRIC SERVICE	R	8/31/2007	61.12		003223		142.25
			*** VENDOR TOTALS ***			3 CHECKS		313.57
[illegible]	NATIONAL CITY BANK							
I-304656	SAFEKEEPING FEES: JUNE 2007	R	8/03/2007	1,030.70		003144		1,030.70
[illegible]	NATIONAL CITY BANK							
I-306463	SAFEKEEPING FEES: MAY 2007	R	8/31/2007	1,004.20		003224		
I-[illegible]	SAFEKEEPING FEES: JULY 2007	R	8/31/2007	1,000.70		003224		2,004.90
			*** VENDOR TOTALS ***			2 CHECKS		3,035.60
[illegible]	NTG, INC.							
I-52793	CORROSION TELEMETRY: 07/07	R	8/17/2007	108.60		003189		108.60
			*** VENDOR TOTALS ***			1 CHECKS		108.60
[illegible]	NEXTEL COMMUNICATIONS							
I-648652511-066	CELL PHONE SERV.: 07/09-08/08	R	8/31/2007	1,096.78		003225		1,096.78
			*** VENDOR TOTALS ***			1 CHECKS		1,096.78
[illegible]	OFFICE DEPOT							
I-39[illegible]-063	OFFICE SUPPLIES	R	8/03/2007	66.19		003145		66.19
[illegible]	OFFICE DEPOT							
I-396260328-001	OFFICE SUPPLIES	R	8/17/2007	71.71		003190		71.71
[illegible]	OFFICE DEPOT							
I-396869892-001	OFFICE SUPPLIES	R	8/31/2007	146.92		003226		146.92
			*** VENDOR TOTALS ***			3 CHECKS		284.82
[illegible]	ORKIN							
I-200708071361	EXTERMINATOR: 08/07-07/08	R	8/03/2007	702.72		003146		702.72
	ORKIN							
I-200708301385	EXTERMINATOR: MS-6B & MS-8D	R	8/31/2007	500.00		003227		500.00
			*** VENDOR TOTALS ***			2 CHECKS		1,202.72

NDOR SET: 01 DuPage Water Commission
BANK: 1L ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]	ORR SAFETY							
I-1BV0857993	REPAIRS TO GAS DETECTOR	R	8/03/2007	75.00		003147		
I-[illegible]	MS MAINT., SCADA/INSTRUMENT	R	8/03/2007	441.80		003147		516.80
			*** VENDOR TOTALS ***			1 CHECKS		516.80
[illegible]	PADDOCK PUBLICATIONS, INC.							
I-T3971150	UNIFORMS BID NOTICE	R	8/31/2007	45.00		003228		45.00
			*** VENDOR TOTALS ***			1 CHECKS		45.00
[illegible]	PATRICK ENGINEERING INC.							
I-20606.034-006	DWC SUPPLEMENTARY GIS SERV.	R	8/17/2007	305.01		003191		
I-20706.005-001	LINEAR REF MODIFICATION	R	8/17/2007	3,750.00		003191		
I-4593.B0-012	LAN CONFIG. & INDET. ASSIST.	R	8/17/2007	1,280.00		003191		5,335.01
			*** VENDOR TOTALS ***			1 CHECKS		5,335.01
[illegible]	PETERS & ASSOCIATES							
I-32260	COMPUTER NETWORK SERVICES	R	8/17/2007	1,500.00		003192		1,500.00
[illegible]	PETERS & ASSOCIATES							
I-32307	CPS IMPLEMENTATION	R	8/31/2007	525.00		003229		
I-32423	CPS IMPLEMENTATION	R	8/31/2007	600.00		003229		1,125.00
			*** VENDOR TOTALS ***			2 CHECKS		2,625.00
[illegible]	PETTY CASH - CUSTODIAN							
I-[illegible]	POSTAGE, VEH MAINT., ADM, CELL	R	8/03/2007	359.93		003148		359.93
			*** VENDOR TOTALS ***			1 CHECKS		359.93
[illegible]	QUILL CORPORATION							
I-8353286	OFFICE SUPPLIES	R	8/03/2007	379.82		003149		
I-8565134	OFFICE SUPPLIES	R	8/03/2007	192.28		003149		
I-8565405	OFFICE SUPPLIES	R	8/03/2007	100.10		003149		
I-8575662	OFFICE SUPPLIES	R	8/03/2007	15.29		003149		
I-8582963	OFFICE SUPPLIES	R	8/03/2007	21.06		003149		708.55
[illegible]	QUILL CORPORATION							
I-[illegible]	OFFICE SUPPLIES	R	8/31/2007	395.32		003230		
I-[illegible]	OFFICE SUPPLIES	R	8/31/2007	89.70		003230		
I-9039507	OFFICE SUPPLIES	R	8/31/2007	69.67		003230		
I-9045233	OFFICE SUPPLIES	R	8/31/2007	26.99		003230		
I-9077582	OFFICE SUPPLIES	R	8/31/2007	43.56		003230		
I-9373670	OFFICE SUPPLIES	R	8/31/2007	306.75		003230		931.99
			*** VENDOR TOTALS ***			2 CHECKS		1,640.54
[illegible]	RED WING SHOE STORE							
I-4500000002026	SAFETY SHOES	R	8/17/2007	522.71		003193		522.71
			*** VENDOR TOTALS ***			1 CHECKS		522.71

MINOR SET: 01 DuPage Water Commission
FUNDS: 1L ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	BOSSI CONTRACTORS, INC.							
I-QR7-013A	EXPLORATORY EXCAVATION	R	8/10/2007	4,821.94		003158		4,821.94
			*** VENDOR TOTALS ***			1 CHECKS		4,821.94
	SAF-T-GARD INTERNATIONAL, INC.							
I-1377425-00	METER STATION MAINTENANCE	R	8/31/2007	33.01		003231		33.01
			*** VENDOR TOTALS ***			1 CHECKS		33.01
	C. SEMRAD & ASSOCIATES							
I-[illegible]	CONSULTING	R	8/17/2007	4,125.00		003194		4,125.00
			*** VENDOR TOTALS ***			1 CHECKS		4,125.00
	SPECIALTY MAT SERVICE							
I-398948	MAT SERVICE: 07/09/07	R	8/03/2007	54.40		003150		
I-400701	MAT SERVICE: 07/23/07	R	8/03/2007	404.40		003150		458.80
	SPECIALTY MAT SERVICE							
I-402482	MAT SERVICE: 08/06/07	R	8/31/2007	54.40		003232		
I-404402	MAT SERVICE: 08/20/07	R	8/31/2007	54.40		003232		108.80
			*** VENDOR TOTALS ***			2 CHECKS		567.60
	SPRINT							
I-[illegible]	CONNECTION CARD: 07/07-08/06	R	8/31/2007	51.36		003233		51.36
			*** VENDOR TOTALS ***			1 CHECKS		51.36
	STATE FIRE MARSHALL							
I-5125003132	ELEVATOR REGISTRATION	R	8/03/2007	30.00		003151		30.00
			*** VENDOR TOTALS ***			1 CHECKS		30.00
	THERMO/CENSE, INC.							
I-94551-120093	RTU SIGNAL CONDITIONERS	R	8/31/2007	4,336.55		003234		4,336.55
			*** VENDOR TOTALS ***			1 CHECKS		4,336.55
	TREE TOWNS REPRO SERVICE							
I-87789	DIGITAL PLOT ON BOND	R	8/17/2007	26.25		003195		26.25
			*** VENDOR TOTALS ***			1 CHECKS		26.25
	UNITED RADIO COMMUNICATIONS							
I-15951700	PORTABLE RADIO REPAIRS	R	8/03/2007	198.75		003152		
I-15951800	PORTABLE RADIO REPAIRS	R	8/03/2007	39.75		003152		
I-15951900	PORTABLE RADIO REPAIRS	R	8/03/2007	239.68		003152		478.18
			*** VENDOR TOTALS ***			1 CHECKS		478.18
	VIRCHOW, KRAUSE & COMPANY, LLP							
I-VK26291	CAL OF CAPITAL BUY IN COSTS	R	8/17/2007	1,936.00		003196		1,936.00
			*** VENDOR TOTALS ***			1 CHECKS		1,936.00

[illegible] Water Commission
[illegible] FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
[illegible]	WASTE MANAGEMENT							
1-1733909-2008-5	REFUSE DISPOSAL	R	8/03/2007	377.40		003153		377.40
				*** VENDOR TOTALS ***		1 CHECKS		377.40
[illegible]	WEST							
1-[illegible]	WESTLAW: 07/01/07-07/31/07	R	8/17/2007	369.80		003197		369.80
				*** VENDOR TOTALS ***		1 CHECKS		369.80
[illegible]	WESTCHESTER LOCK & KEY SERVICE							
1-1432	MAINTENANCE SUPPLIES	R	8/17/2007	49.00		003198		49.00
				*** VENDOR TOTALS ***		1 CHECKS		49.00
[illegible]	WESTIN ENGINEERING, INC.							
1-28304	LEX PUMP STA - DATASTREAM	R	8/03/2007	2,837.62		003154		
1-28496	LEX PUMP STA - DATASTREAM	R	8/03/2007	2,217.58		003154		5,055.20
	WESTIN ENGINEERING, INC.							
1-[illegible]	ASSET MANAGEMENT	R	8/31/2007	1,196.14		003235		
1-[illegible]	ASSET MGMT BEST PRACT. PHASE 3	R	8/31/2007	14,790.30		003235		15,986.44
				*** VENDOR TOTALS ***		2 CHECKS		21,041.64
[illegible]	ZIEBELL WATER SERVICE PRODUCTS							
1-194344-000	PIPELINE REPAIRS	R	8/31/2007	404.45		003236		404.45
				*** VENDOR TOTALS ***		1 CHECKS		404.45

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	121	6,166,787.28	8.44	6,166,795.72
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	40.00	0.00	40.00CR

ALL ERRORS: 0

VENDOR SET: 01 BANK: 11 TOTAL	122	6,166,787.28	0.00	6,166,787.28	
BANK: 11 TOTALS:	122	6,166,787.28	8.44	6,166,795.72	
REPORT TOTALS:	122	6,166,787.28	8.44	6,166,795.72	

SELECTION CRITERIA

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

SELECTION

BATCH RANGE: 000000 THRU 999999
GL DATE RANGE: 6/01/2007 THRU 8/31/2007
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
TO G/L: NO
INTERFUND ONLY: NO
EMAIL ONLY: NO
LIN COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje & Commissioners

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

DATE: September 7, 2007

SUBJECT: Insurance Renewal

We will not be going out to bid for the Commission's insurance. In a meeting with Nugent Consulting, LLC, Mike Nugent indicated that the rates had declined. In the previous year when an RFP was issued, the Commission received only one proposal due to the uniqueness of the underground property to be insured. It was decided to approach our current carrier and negotiate a rate decrease. The carrier agreed to a 6% rate decrease with the exception of the umbrella coverage, but it is anticipated that this policy will decrease as well.