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, JULY 12, 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. Administering Official Oath

- Frank Saverino, Sr., Municipal Representative District 6

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

V. Approval of Minutes

- Regular Meeting of June 14, 2007

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

RECOMMENDED MOTION: To approve the Minutes of the June 14, 2007 Regular Meeting of the DuPage Water Commission (Voice Vote).

VI. Treasurer's Report – June 2007

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

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

VII. Committee Reports

A. Administration Committee

1. Report of 7/12/07 Administration Committee

2. Actions on Items Listed on 7/12/07 Administration Committee

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 7/12/07 Engineering & Construction Committee

2. Actions on Items Listed on 7/12/07 Engineering & Construction Committee

C. Finance Committee

1. Report of 7/12/07 Finance Committee

2. Actions on Items Listed on 7/12/07 Finance Committee

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

- Resolution No. R-47-07: A Resolution Awarding a Contract for Soils and Materials Testing Services

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

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

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

A. Resolution No. R-45-07: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the July 12, 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)

B. Resolution No. R-46-07: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the July 12, 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-48-07: A Resolution Approving and Authorizing the Execution of a Fourth Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station

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

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

XI. Old Business

- Summary of Action Taken Since Previous Meeting

XII. New Business

XIII. 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 $14,793.10 subject to submission of all contractually required documentation (Roll Call).

XIV. Executive Session

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

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

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

XV. Adjournment

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

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MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, JUNE 14, 2007 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by Chairman Rathje at 7:31 P.M.

Commissioners in attendance: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, and L. Rathje

Commissioners Absent: L. Hartwig, J. Vrdolyak, G. Wilcox, 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, and E. Kazmierczak

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Ferraro moved to approve the Minutes of the May 10, 2007 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Feltes and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Maio moved to approve the Executive Session Minutes of the May 10, 2007 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of May 2007 which showed receipts of $6,023,896.00, disbursements of $15,047,583.00 (in addition to a $40 million rebate to Customers), and a cash and investment balance of $104,294,288.00.

Commissioner Ferraro moved to accept the May 2007 Treasurer's Report. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

No meeting due to lack of quorum

Engineering & Construction Committee – Reported by Commissioner Mueller

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

In recognition of Commissioner Ferraro's retirement from the DuPage Water Commission Board, Commissioner Mueller thanked Commissioner Ferraro for his years of service and dedicated work on the Engineering & Construction Committee.

Finance Committee

No meeting due to lack of quorum

CHAIRMAN'S REPORT

Chairman Rathje stressed the importance of conserving water. In referring to certain water facts and figures mentioned in a National Geographic article (2/3rds of the world is covered by water but only 1% of that water is drinkable; 5 gallons of water are used when water is left running while brushing one's teeth; one toilet flush in the U.S. is equivalent to the total daily water use of a single person in developing countries), Commissioner Rathje highlighted the value of the Commission's water resource and the Commission's duty to safeguard it.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Chaplin requested that Ordinance No. O-7-07 be removed from the Majority Omnibus Vote Agenda for separate consideration.

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

Majority Omnibus Vote

Ayes:	E. Chaplin, T. Feltes, R. Ferraro, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, and L. Rathje
Nays:	None
Absent:	L. Hartwig, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Item 1: Ordinance No. O-8-07: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County—"Majority Omnibus Vote"

Item 2: Resolution No. R-37-07: A Resolution Awarding a Contract for the Mitigation of the AC Electrical Interference on West Transmission Main (Contract TW-4/07)—"Majority Omnibus Vote"

Item 3: Resolution No. R-39-07: A Resolution Awarding a Contract for the Relocation and Construction of Cadwell Avenue in Elmhurst, Illinois (Contract PSD-6B/07)—"Majority Omnibus Vote"

Commissioner Ferraro moved to adopt Ordinance No. O-7-07: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2007 and Ending April 30, 2008. Seconded by Commissioner Mueller and approved by a Roll Call Vote:

Ayes: T. Feltes, R. Ferraro, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, and L. Rathje

Nays: E. Chaplin

Absent: L. Hartwig, J. Vrdolyak, G. Wilcox, and D. Zeilenga

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, and L. Rathje

Nays: None

Absent: L. Hartwig, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Item 1: Resolution No. R-36-07: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the June 14, 2007, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-38-07: A Resolution Approving and Authorizing the Execution of a Third Amendment to the Contract for Design of Concrete Reservoirs and Other Improvements at the DuPage Pump Station—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-40-07: A Resolution Approving a First Amendment to Task Order No. 2 Under a Master Contract with EN Engineering, LLC—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-41-07: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Patrick Engineering, Inc. at the June 14, 2007, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 5: Resolution No. R-42-07: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the June 14, 2007, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 6: Resolution No. R-43-07: A Resolution Further Amending Resolution No. R-53-04 to Specify Authorized Credit Card Users—"Super/Special Majority Omnibus Vote"

Item 7: Resolution No. R-44-07: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Westin Engineering, Inc. at the June 14, 2007, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

None

NEW BUSINESS

None

ACCOUNTS PAYABLE

Commissioner Mathews moved to approve the Accounts Payable in the amount of $71,935.18 subject to submission of all contractually required documentation. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, W. Maio, G. Mathews, W. Mueller, W. Murphy, A. Poole, and L. Rathje

Nays: None

Absent: L. Hartwig, J. Vrdolyak, G. Wilcox, and D. Zeilenga

EXECUTIVE SESSION

None

Before the meeting was adjourned, and to follow-up on the comments made during the Chairman's Report, Commissioner Murphy thanked General Manager Martin for sharing the book entitled *The Great Lakes Water Wars* by Peter Annin. After confirming that Commissioner Schillerstrom had received a copy of the book, Commissioner Murphy commented on how serious the issue of conserving water is and suggested including the book as part of the orientation of every newly appointed Commissioner.

Commissioner Murphy then distributed to the Board, and read excerpts from, informational material relating to water resources and conservation, including Chapter summaries from the Great Lakes Water Wars website and information published on the Alliance for the Great Lakes website. In noting the negative impact failure to conserve water resources will have on future populations, Commissioner Murphy stated that the Commission should take a leadership role in developing a comprehensive plan for water conservation that promotes state-of-the-art conservation strategies and techniques.

In addition to agreeing with Commissioner Murphy's suggestion to develop a comprehensive conservation plan, Commissioner Chaplin stressed the importance of keeping back-up wells properly maintained. Commissioners Feltes, Mathews, Maio, with Mueller also concurred with Commissioner Murphy's suggestion, with Commission Mueller specifically agreeing that water rates should not be reduced any further as lower rates do not offer customers much incentive to conserve.

Commissioner Poole suggested that annual leak detection programs be included in the comprehensive plan in order to find aging pipes in need of repair before they leak and to provide more accurate reporting of unaccounted flows to the Illinois Department of Natural Resources, noting some communities—e.g. Wheaton—report zero unaccounted flows. Commissioner Poole also suggested that LEED-Certified building development and rainwater recapture for landscape usage be included in the plan.

After the Board concluded its discussion on various conservation strategies and techniques, Commissioner Ferraro expressed his pleasure in working with each of the Commissioners and the staff at the DuPage Water Commission. Commissioner Ferraro then introduced the new Mayor of Carol Stream, Frank Saverino, who has also been appointed to replace Commissioner Ferraro as the municipal District 6 Commissioner on the Board. At this time, Chairman Rathje presented a plaque to Commissioner Ferraro commemorating his years of service to the DuPage Water Commission, commenting that Commissioner Saverino will have big shoes to fill.

Before the meeting was adjourned, Commissioner Chaplin inquired about the status of forming a Task Force to address the lack of fire hydrants in unincorporated areas as discussed in prior meetings. General Manager Martin informed the Board that Kevin Buoy of DuPage County is working on the fire hydrant issue with the residents of those areas and will keep the Board informed of any new developments.

Commissioner Maio moved to adjourn the meeting at 8:05 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
TREASURE'S REPORT
STATEMENT OF REVENUES & EXPENDITURES
June 30, 2007

	CURRENT MONTH			YEAR TO DATE		
	FY 2008	FY 2007	INC - (DEC)	FY 2008	FY 2007	INC - (DEC)
REVENUE						
WATER SALES (NOTE 1)	$ 3,163,843	3,891,595	(727,752)	6,407,635	7,360,975	(953,340)
SALES TAX	3,009,604	2,693,752	315,852	5,585,325	5,404,232	181,093
INVESTMENT INCOME	175,492	416,060	(240,568)	379,875	774,264	(394,389)
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	6,348,939	7,001,407	(652,468)	12,372,835	13,539,471	(1,166,636)
EXPENDITURES						
PERSONAL SERVICES	382,142	250,183	131,959	613,578	575,138	38,440
PROFESSIONAL SERVICES	8,410	1,233	7,177	47,160	11,367	35,793
CONTRACTUAL SERVICES	7,400	24,215	(16,815)	7,844	33,529	(25,685)
INSURANCE	10,590	6,931	3,659	18,130	13,861	4,269
WATER SUPPLY COSTS	4,313,656	4,036,318	277,338	7,547,254	7,887,978	(340,724)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	11,490,093	11,821,969	(331,876)
LAND AND RIGHT OF WAY			-	-		-
CAPITAL EQUIPMENT PURCHASES	54,477	2,294	52,183	100,199	4,588	95,611
TOTAL EXPENDITURES	4,776,675	4,321,174	455,501	19,824,258	20,348,430	(524,172)
REBATES	-			40,000,000	-	
TRANSFER TO OTHER GOVERNMENTS	15,000,000	15,000,000		15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	(13,427,736)	(12,319,767)	(1,107,969)	(62,451,423)	(21,808,959)	(642,464)

FUNDS CONSIST OF	June 30, 2007	June 30, 2006	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	1,093,753	1,027,462	66,291
CASH AT HARRIS BANK	65,612	65,857	(245)
TOTAL CASH	1,167,691	1,101,645	66,046

	June 30, 2007	June 30, 2006	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	12 40%	14 53%	-46 8%	10,016,252	18,818,978	(8,802,726)
ILLINOIS FUNDS PRIME FUND	34 00%	20 16%	5 3%	27,494,535	26,099,180	1,395,355
GOVERNMENT MONEY MARKET FUNDS	1 11%	0 00%	44825 3%	900,752	2,005	898,747
U S. TREASURY INVESTMENTS	19 72%	12 15%	1 3%	15,944,045	15,734,445	209,600
U S AGENCY INVESTMENTS	0 00%	32 69%	-100 0%	-	42,323,430	(42,323,430)
CERTIFICATES OF DEPOSIT	32 77%	20 47%	0 0%	26,500,000	26,500,000	-
TOTAL INVESTMENTS	100 00%	100 00%		80,855,584	129,478,038	(48,622,454)
TOTAL FUNDS				82,023,275	130,579,683	(48,556,408)

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

DATE: July 6, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Awarding a Contract for Soils and Materials Testing Services Resolution No. R-47-07	**APPROVAL**	

Account No.: Various Accounts

Attached is "A Resolution Awarding a Contract for Soils and Materials Testing Services." The Commission seeks proposals every three years for soils and materials testing services. The Commission sent a Request for Proposals to six (6) firms. The Commission received only one (1) proposal by the deadline identified in the Request for Proposals.

SEECO Construction Services, Inc., the materials-testing firm that submitted a timely proposal, has been the materials testing firm for the last nine years. Staff recommends acceptance of the SEECO Construction Services, Inc. proposal.

MOTION: To approve Resolution No. R-47-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-47-07

A RESOLUTION AWARDING A CONTRACT FOR
SOILS AND MATERIALS TESTING SERVICES

WHEREAS, Contract/Proposals for Soils and Materials Testing Services were received on July 5, 2007; and

WHEREAS, the DuPage Water Commission has reviewed the proposal received and determined that the Contract/Proposal of SEECO Construction Services, 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 Soils and Materials Testing Services to SEECO Construction Services, Inc. for the unit prices set forth in Section 2A of the Contract/Proposal for Soils and Materials Testing Services attached hereto and by this reference incorporated herein and made a part of hereof as Exhibit 1, 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 Soils and Materials Testing Services 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-47-07.doc

EXHIBIT 1

DuPAGE WATER COMMISSION

CONTRACT/PROPOSAL FOR

SOILS AND MATERIALS TESTING SERVICES

Full Name of Bidder SEECO Construction Services, Inc. ("Bidder")

Principal Office Address 7350 Duvan Drive, Tinley Park, Illinois 60477

Local Office Address _____

Contact Person Don Cassier Telephone 708/429-1666

TO: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Chris Bostick
Facilities Construction Supervisor/Safety Coordinator

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None *[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, equipment, materials, supplies, information, data, and other means and items necessary for technical on and off site soils and materials testing and inspectional services, as described in Subsection 1B below and as authorized in accordance with Subsection 3B of this Contract/Proposal, in connection with the potential construction of miscellaneous feeder mains, and facility improvements that may include building foundations and related site improvements, two electric generation facilities and related site improvements, photovoltaic cell installations, and metering stations,

in addition to any other work Owner may require, in DuPage and Cook Counties, Illinois (the "Work Site");

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

3. Insurance. Procure and furnish all insurance certificates and policies of 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 the highest standards of professional and construction practice, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith.

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 following specifications:

1. Density testing using Troxler Nuclear equipment for:
   a. Trench backfill materials.
   b. Sub-base course materials.
   c. Bituminous binder course materials.
   d. Bituminous surface course materials.
   e. Bituminous aggregate mixture (B.A.M.)
   f. Other areas where there will be engineered fill beneath building slabs, roadways and parking lots.

2. Observe and test soils at the bottom of excavation for footings and pipeline installations. Perform unconfined compressive strength tests and pocket penetrometer tests on soil samples from the bottom of excavations for footings and trenches.

3. Test concrete and Controlled Low Strength Material ("CLSM"), as applicable, for temperature, slump, per cent air and yield (unit weight) and mold cylinders for compressive strength testing.

4. Perform batch plant inspections at both concrete, CLSM, and bituminous plants.

5. Perform laboratory tests as follows:
   a. Laboratory compaction curves to establish optimum moisture content and dry unit weight of fill materials.
   b. Compressive strength test for concrete or CLSM cylinders.
   c. Gradation for granular materials.

Technicians used to perform the Work shall have completed training courses in the use of nuclear density equipment, shall have passed the A.C.I. examination, and shall have at least 2 years of experience.

Technicians shall have a pick-up type vehicle with the necessary equipment and material for testing and inspectional services including ACI and ASTM Standards. Each technician shall have, and be responsive to, a beeper system so that they may be efficiently dispatched between the construction sites.

Copies of all material testing reports shall be submitted to Owner, to Owner's engineer providing consulting services on the respective construction contracts ("Engineer") and the respective contractor for each construction contract.

If this Contract/Proposal is accepted, Owner shall provide Bidder with a complete set of construction contract specifications and drawings for each construction project, as and when needed and without cost to Bidder. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that any such specifications and drawings to be made available to Bidder will represent only the best knowledge of Owner, will only be made available for the convenience of Bidder, and that Owner shall have no responsibility whatever in respect to the sufficiency or accuracy of the information and there shall be no guaranty or warranty with respect thereto.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work Site, or other property or persons as a result of the Work.

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. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below performed by the Unit Price set forth below for such Unit Price Item:

	Unit Price Item	Unit Price
	General Services	
1.	Services of a Technician: 0-8 Hours Regular Time	$ 79.75 per hour
	Weekends, Holidays, and Over 8 Hours	$ 119.50 per hour
2.	Travel time, mileage charges and/or minimum daily hour charges, if any	$ 260.00 / Trip Charge
		$ 260.00 / Minimum Charge
		$
	Laboratory Services	
1.	Compaction curve to establish maximum dry unit weight and optimum water content	$ 160.00 each
2.	Sieve analysis	$ 90.00 each
3.	Thin wall tube samples to determine water content and unconfined compressive strength test and unit weight	$ 30.00 each
4.	Concrete/CLSM cylinder breaks	$ 16.00 each
	Use of Nuclear Gauge	
1.	0 to 4 hours	$ 6.00 per hour
2.	Over 4 hours	$ 5.00 per hour
	Geotechnical Services	
1.	Mobilization and demobilization of personnel and equipment	$ 300.00 per drill rig
2.	Two man crew, including the use of vehicles, survey equipment and miscellaneous supplies, to perform bore hole sampling	$ 120.00 per hour
3.	Cost to advance bore holes and obtain Sample	$ 21.00 per linear foot

	Unit Price Item	Unit Price
4.	Laboratory tests:	
	Classifications and water contents	$ 11.00 each
	Unconfined compressive strength test	$ 15.00 each
	Unit weight test	$ 10.00 each
5.	Geotechnical report charges	$ 1,000.00 each + 5.00/Lin. Ft.

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 on or before July 9, 2010;

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

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

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following:

1. Payments shall be based on the actual number of Unit Price Items performed in accordance with this Contract/Proposal;

2. Payments shall be made no more frequently than monthly and within 30 days following Owner's approval of Bidder's application for payment;

3. All applications for payment shall be accompanied by daily certifications establishing the actual number of Unit Price Items performed for the purpose of determining the amount of the then current monthly payment, which certifications shall be approved and signed by Engineer with respect to all Work for which payment is then requested;

4. If any daily certification has not been approved and signed by Engineer, no payment shall be due therefor, and Owner shall not be liable or responsible for such nonpayment; and

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

3. Contract Time Proposal

A. Contract Term. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that this Contract/Proposal shall be for a term commencing on July 13, 2007, or the date of Owner's written notification of acceptance in the form included in this bound set of documents, whichever date is later, and ending on July 9, 2010. If this Contract/Proposal is accepted, Bidder acknowledges, and agrees, that no Work shall be performed by Bidder prior to the issuance of, or outside the scope of, a Work authorization order issued pursuant to Subsection 3B below, that Work authorization orders shall only be issued by Owner on an as needed basis, and that Owner shall not be obligated to issue any Work authorization orders under this Contract/Proposal. If this Contract/Proposal is accepted, Bidder further acknowledges, and agrees, that the construction projects identified and described in this Contract/Proposal for which technical on and off site soils and materials testing and inspectional services may be required under this Contract/Proposal are preliminary and may be subject to substantial change, addition, or deletion, that Owner reserves the right to substantially change, increase, or decrease such projects, and that all claim or right to dispute or complain of, or to assert that there was any misunderstanding in regard to, the nature or amount of the Work to be provided or performed under this Contract Proposal, is hereby waived and released.

B. Work Authorizations Orders. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Work shall be performed only in a manner and at the times authorized by Owner ("Authorized Work"). In authorizing the Work, Owner shall describe the Authorized Work in a manner sufficiently specific so as to reference the applicable provisions of the construction contract specifications and the location where such Work is to be performed. The Work authorization order shall also state an estimate of the number of personnel required to complete the Authorized Work, and a time for completion of such Authorized Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform all aspects of the Authorized Work diligently and continuously at such a rate as will allow such Authorized Work to be fully completed, including the delivery of all reports, data, specifications, information, observations or opinions to Owner, Engineer, and the applicable construction contractor at or before the time for completion stated in the Work authorization order.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum

insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

   Limits shall not be less than:

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

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

   Limits shall not be less than:

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

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

   Coverage to include:

   - Premises Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - "X," "C," and "U"
   - Contractual Liability

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

4. Umbrella Liability

Limits shall not be less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

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 Subsection 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.

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 commence and complete the Work within the Contract Price and Contract Time Proposals 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 and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. 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.

E. 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.

F. 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.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/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.

H. 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.

I. 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.

J. 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 5th day of July, 2007.

Bidder's Status: (x) IL Corporation (State) ( ) ____ Partnership (State) ( )Individual Proprietor

Bidder's Name: SEECO Construction Services, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal) Printed Name: Collin W. Gray

(if corporation) Title/Position: President

Bidder's Business Address: 7350 Duvan Drive

Tinley Park, Illinois 60477

Bidder's Business Telephone: 708/429-1666 Facsimile: 708/429-6192

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Collin W. Gray	President & Treasurer	7350 Duvan Dr., Tinley Park, IL 60477
Denise A. Gray	Vice President & Secretary	7350 Duvan Dr., Tinley Park, IL 60477

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the DuPage Water Commission ("Owner") this _____ day of _____, 2007.

This Acceptance, together with the Contract/Proposal attached hereto, 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: _____
General Manager

Construction/MT-08/Materials Testing 2007 to 2010.doc

DATE: July 6, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the July 12, 2007, DuPage Water Commission Meeting Resolution No. R-45-07	**APPROVAL**	

Account Number: 01-60-6631

The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-45-07 would approve the following Work Authorization Orders under the Quick Response Contracts:

Work Authorization Order No. 011: This Work Authorization was issued in advance of Board approval for Rossi Contractors to perform exploratory excavation at the DuPage Pumping Station. This exploratory excavation was necessary in order to determine whether the proposed building foundation for a new 1 story building to be constructed as part of the emergency generation facilities and located immediately north of the existing Service Building would encroach upon the existing thrust blocks located on the 90" transmission main and on the 72" pump station discharge line.

The cost of this work is not known but is estimated to be $30,000.00.

Work Authorization Order No. 012: This Work Authorization was issued in advance of Board approval for Kennedy Construction to repair 2 Air Release manhole frames and lids located on Cass Ave and 71st Street in the City of Darien. The County of DuPage requested that the Commission expedite this work, which includes the removal and disposal of the existing manhole frames, installation of 2 new manhole frames, restoration, and all other incidental items necessary to complete the work.

The cost of this work is not known but is estimated to be $25,000.00.

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the July 12, 2007, DuPage Water Commission Meeting Resolution No. R-45-07	**APPROVAL**	

Work Authorization Order No. 013: This Work Authorization was issued in advance of Board approval for Rossi Contractors to investigate whether the Commission's 48" diameter steel water main located on Naperville Road, approximately 500 feet north of Warrenville Road, was the source of a water leak in the vicinity. This exploratory excavation was made necessary after the isolation of the Commission's distribution system in the vicinity of the leak proved inconclusive for the purpose of verifying the source of the leak. The results of the exploratory excavation have confirmed that the leak originated from a source other than the Commission's 48" diameter main.

The cost of this work is not known but is estimated to be $12,000.00.

MOTION: To approve Resolution No. R-45-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-45-07

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE
JULY 12, 2007, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2007

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-45-07.doc

Exhibit 1

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7.\| : QUICK RESPONSE CONTRACT

LOCATION:

DuPage Pump Station

CONTRACTOR:

Rossi Contractors Inc.

DESCRIPTION OF WORK:

Exploratory excavation for the purpose of determining the exact dimensions and elevation of an exiting thrust block located on the 90" transmission main.

REASON FOR WORK:

Part of the proposed improvements at the DuPage Pump station include the construction of a 1 story building located immediately north of the existing service building. The new building foundation will encroach upon an existing a thrust block for the Commission's 90" transmission main. As a result, an exploratory excavation of the area is necessary in order to assist the design engineer in developing structural plans for the proposed building.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 6/14/07

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: 14 JUN 07

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7.12: QUICK RESPONSE CONTRACT

LOCATION:

Cass Ave and 71st Street in Darien

CONTRACTOR:

Kennedy Construction

DESCRIPTION OF WORK:

This Work Authorization is for the repair of 2 Air Release manhole frame and lids located on Cass Ave and 71st Street in the City of Darien. The work shall include the removal and disposal of the existing manhole frames, installation of 2 new manhole frames, restoration, and all other incidental items necessary to complete the work.

REASON FOR WORK:

Frames have been damaged causing the manhole lids to "rock" within the frames

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 7/5/07

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: July 3, 2007

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7.13 : QUICK RESPONSE CONTRACT

LOCATION:

Naperville Road approximately 500 feet north of Warrenville Road in the City of Naperville

CONTRACTOR:

Rossi Contractors Inc

DESCRIPTION OF WORK:

This work is for the excavation necessary to investigate the source of a water leak believed to be originating from the Commission's 48" diameter steel water main located on Naperville Road approximately 500 feet north of Warrenville Road. Results of the distribution system isolation in the vicinity of the leak for the purpose of verifying the source of the leak was inconclusive.

REASON FOR WORK:

To investigate the source of a leak in the vicinity of the Commission's 48" diameter water main.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 7-05-07

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: 7/5/07

DATE: July 6, 2007

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the July 12, 2007, DuPage Water Commission Meeting Resolution No. R-46-07	**APPROVAL**	RMR

Account No.: Task Order No. 18 (01-60-6631)

The Commission entered into a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-46-07 would approve the following Task Orders to the Master Contract:

Task Order No. 18: Design review of protective concrete slab under Naperville Road

The DuPage County Department of Transportation is currently undertaking a roadway improvement project for certain sections of Naperville and Warrenville Roads. Located within a section of the Naperville Road improvement, the Commission maintains a 48" diameter steel water main.

The approximate location of this main, in addition to all other Commission facilities located within the limits of the proposed improvements, was provided to the County by means of the Commission's "Record Drawings" during the design stage of the contract. The County then incorporated this information into the project design drawings which were then sent to the Commission for review. Review of the design plans indicated no apparent conflict with Commission facilities along Naperville Road.

However, in late May of 2007, during the road widening work along Naperville Road, it was discovered that the depth of cover on the Commission's 48" diameter steel water main is, for about a distance of 130 L.F, approximately 2 feet less than what was shown on the Record Drawings. Consequently, the lack of cover, when combined with the proposed roadway widening, has created an undesirable pipe loading condition.

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the July 12, 2007, DuPage Water Commission Meeting Resolution No. R-46-07	**APPROVAL**	

A meeting to discuss potential solutions to the additional pipe loading issue was held on June 2, 2007. At this meeting, it was agreed that the County's Engineer would design a structure that would effectively reduce the additional loading on the pipe to within the acceptable limits of the pipe's design criteria and would submit the proposed design to the Commission for review and approval in accordance with the requirements of the Commission's easement agreement. The County's design was submitted on June 18, 2007.

Staff recommends that CTE be retained to review the DuPage County Department of Transportation's design of a reinforced concrete protection pad in connection with the Naperville Road/Warrenville Road roadway improvement contract at a cost not to exceed $6,750.00.

MOTION: To approve Resolution No. R-46-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-46-07

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE JULY 12, 2007, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2007.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-46-07.doc

EXHIBIT 1

TASK ORDER NO. 18

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

1. **Project Title**:

   Design review of protective concrete slab under Naperville Road

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

   Review of a concrete slab design by Bollinger, Lach & Associates, which is intended to protect the Commission's existing 48" steel water main from damage and long term loadings due to the lowering of Naperville Road.

3. **Services of Consultant**:

   A. Basic Services:

   - Request design details and calculations from the concrete slab designer and evaluate adequacy of the design
   - Discuss the proposed concrete slab design with the pipe manufacturer to receive comments and/or concerns
   - Provide a summary of findings to Owner with Consultant's recommendations

   B. Additional Services:

   - Possible follow-up analysis as may be requested in writing by Owner

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

   None

4. **Commencement Date**:

   July 13, 2007

5. **Completion Date**:

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

6. **Submittal Schedule**:

   None

7. **Key Project Personnel**:

None

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 1.93 for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed $6,750.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments**:

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

Direct Labor Costs shall mean actual wages paid to those members of staff who are classified as officers, engineers, technicians, draftsmen, and field party personnel engaged directly on the Project plus state and federal taxes, social security, employment and retirement benefits as defined in the American Society of Civil Engineers (ASCE) Manual No. 45.

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

10. **Modifications to Contract**:

None

11. **Attachments**:

None

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

The Effective Date of this Task Order is July 13, 2007.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	Michael H. Winegard
Title:	Vice President
Address:	303 East Wacker Drive, Chicago, Illinois 60601
E-mail Address:	mike.winegard@cte.aecom.com
Phone:	(312) 373-6631
Fax:	(312) 373-6868

DATE: July 6, 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 Fourth Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station Resolution No. R-48-07	**APPROVAL**	

Account Number: 01-60-7213.02

The Commission retained Camp Dresser & McKee Inc. (CDM) to evaluate electrical generation facilities at the DuPage Pump Station. After the evaluation was completed in 2004, the Commission approved a First Amendment to add to the existing agreement the design of electrical generation facilities and a new vehicle storage building, including additional offices, at the DuPage Pump Station. Later that same year, the Commission approved a Second Amendment to the existing agreement to add a benchmarking evaluation by CDM and CDM's assistance with a power reliability assessment to be performed by an independent firm, and the design work was put on hold. In January 2007, the Commission approved a Third Amendment to the existing agreement to allow for the continuation of design services incorporating the recommendations from the Value Engineering Study conducted in August/September 2006 and to allow CDM to recover its costs for miscellaneous ancillary services already provided.

Resolution No. R-48-07 would approve a Fourth Amendment to the existing agreement with CDM to add (1) a new security wall north of the proposed electrical generation, vehicle storage, and additional office facilities currently under design, (2) an evaluation of current and future space needs at the existing DuPage Pump Station (DPPS), (3) an assessment of the site security for the existing DPPS facilities and for the proposed electrical generation, vehicle storage, and additional office facilities currently under design, and (4) the incorporation of LEED (Leadership in Energy and Environmental Design) principles into the design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design.

Cost not to exceed $252,280.00.

MOTION: To approve Resolution No. R-48-07.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-48-07

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THE CONTRACT FOR EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES AT THE DuPAGE PUMP STATION

WHEREAS, the DuPage Water Commission (the "Commission") and Camp Dresser & McKee Inc. ("Consultant") previously entered into a certain "Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station," dated as of the 10th day November, 2003, and approved pursuant to Resolution No. R-37-03, adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, the Commission and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004, and approved pursuant to Resolution No. R-28-04, adopted on May 13, 2004, to change the title of the Original Contract and to include design and bidding services for new electrical generation facilities and a new vehicle storage building, including additional offices, at the DuPage Pump Station (the "First Amendment"); and

WHEREAS, the Commission and Consultant entered into a Second Amendment to the Original Contract dated as of November 11, 2004, and approved pursuant to Resolution No. R-70-04, adopted on November 11, 2004, to include a power generation benchmarking evaluation and assistance with a power reliability assessment (the "Second Amendment"); and

WHEREAS, the Commission and Consultant entered into a Third Amendment to the Original Contract dated as of November 11, 2004 (the "Third Amendment"), and approved pursuant to Resolution No. R-9-07, adopted on January 11, 2007, to (1)

subdivide the Project into three separate and distinct sub-projects, (2) continue to completion the design and bidding phase of Services for the electrical generation, vehicle storage, and additional office facilities, including various recommendations from the Value Engineering Study of August/September 2006 by Fanning and Company LLC, and (3) add design, bidding, and submittal review services for the Joint Procurement of Engine-Generators for both the DuPage and Lexington Pump Stations as recommended in the Value Engineering Study (the Original Contract as amended by the First, Second, and Third Amendments hereinafter collectively referred to as the "Contract"); and

WHEREAS, the Commission and Consultant desire to further amend the Contract to add (1) a new security wall north of the proposed electrical generation, vehicle storage, and additional office facilities currently under design, (2) an evaluation of current and future space needs at the existing DuPage Pump Station, (3) an assessment of the site security for the existing DuPage Pump Station facilities and the proposed electrical generation, vehicle storage, and additional office facilities currently under design, and (4) the incorporation of LEED (Leadership in Energy and Environmental Design) principles into the design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Contract with Consultant was signed, the changes are germane to the Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: A Fourth Amendment to the Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved.

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

SECTION FOUR: 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-48-07.doc

EXHIBIT 1

FOURTH AMENDMENT

TO

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES AT THE DuPAGE PUMP STATION

THIS FOURTH AMENDMENT TO CONTRACT FOR EVALUATION, DESIGN, AND BIDDING OF ELECTRICAL GENERATION SUPPLY FACILITIES AT THE DuPAGE PUMP STATION ("Fourth Amendment"), made and entered into as of this ____ day of July, 2007, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Camp Dresser & McKee Inc., 125 South Wacker Drive, Suite 600, Chicago, Illinois 60606, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"),

W I T N E S S E T H:

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station," dated as of the 10th day November, 2003, and approved pursuant to Resolution No. R-37-03, adopted on September 11, 2003 (the "Original Contract"); and

WHEREAS, Owner and Consultant entered into a First Amendment to the Original Contract dated as of May 13, 2004, and approved pursuant to Resolution No. R-28-04, adopted on May 13, 2004, to change the title of the Original Contract and to include design and bidding services for new electrical generation facilities and a new

vehicle storage building, including additional offices, at the DuPage Pump Station (the "First Amendment"); and

WHEREAS, Owner and Consultant entered into a Second Amendment to the Original Contract dated as of November 11, 2004, and approved pursuant to Resolution No. R-70-04, adopted on November 11, 2004, to include a power generation benchmarking evaluation and assistance with a power reliability assessment (the "Second Amendment"); and

WHEREAS, Owner and Consultant entered into a Third Amendment to the Original Contract dated as of November 11, 2004 (the "Third Amendment"), and approved pursuant to Resolution No. R-9-07, adopted on January 11, 2007, to (1) subdivide the Project into three separate and distinct sub-projects, (2) continue to completion the design and bidding phase of Services for the electrical generation, vehicle storage, and additional office facilities, including various recommendations from the Value Engineering Study of August/September 2006 by Fanning and Company LLC, and (3) add design, bidding, and submittal review services for the Joint Procurement of Engine-Generators for both the DuPage and Lexington Pump Stations as recommended in the Value Engineering Study (the Original Contract as amended by the First, Second, and Third Amendments hereinafter collectively referred to as the "Contract"); and

WHEREAS, Owner and Consultant desire to further amend the Contract to add (1) a new security wall north of the proposed electrical generation, vehicle storage, and additional office facilities currently under design, (2) an evaluation of current and future space needs at the existing DuPage Pump Station, (3) an assessment of the site security for the existing DuPage Pump Station facilities and the proposed electrical generation,

vehicle storage, and additional office facilities currently under design, and (4) the incorporation of LEED (Leadership in Energy and Environmental Design) principles into the design and construction documents for the electrical generation, vehicle storage, and additional office facilities currently under design;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

SECTION ONE: Amendment to Section 1 of Attachment A. Section 1, entitled "Project," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. **Project**:

Evaluation and design of electrical generation supply facilities, and design of a new vehicle storage building and new office structure and new security wall, at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, including bidding services in connection therewith and the incorporation of LEED (Leadership in Energy and Environmental Design) principles into the design and construction documents; Design, bidding, and submittal review services in connection with the Joint Procurement of Emergency Generator Sets for the DuPage and Lexington Pumping Stations; and Evaluation of current and future space needs at the existing DuPage Pumping Station and assessment of the site security for the existing DuPage Pumping Station facilities and the proposed electrical generation, vehicle storage, and additional office facilities. In addition, as ancillary services, (i) a power generation benchmarking evaluation to identify how Owner's facilities compare to the facilities of other water utilities similar in mission to Owner with respect to electrical reliability and on-site power generation; (ii) assistance with a power reliability assessment of Commonwealth Edison's (ComEd's) reliability and review of the existing sub-transmission lines and associated substations feeding the DuPage Pumping Station and the Lexington Pumping Station, 5555 West Lexington Street, Chicago, Illinois 60644; and (iii) miscellaneous assistance with the Value Engineering Study and Report by Fanning and Company, LLC and other presentations and meetings.

The Project shall be subdivided into three separate and distinct sub-projects as follows:

Division A: Joint Procurement of Emergency Generator Sets

Division B: Electrical Generation, Office, and Vehicle Storage Facilities

Division C: Ancillary Services

The Design Phase Services and the Bidding Phase Services shall be provided separately for the Division A sub-project and the Division B sub-project except as noted in Attachment B to the Contract."

SECTION TWO: Amendment to Section 4 of Attachment A. Section 4, entitled "Completion Date," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 4 shall hereafter be and read as follows:

"4. **Completion Date**:

A. Study and Report Phase:

(1) For the Study and Report Phase Services described in paragraphs (a) though and including (r) of Attachment B to the Contract:

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

(2) For the Study and Report Phase Services described in paragraphs (s) though and including (x) of Attachment B to the Contract:

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

(3) For the Study and Report Phase Services described in paragraphs (y) though and including (dd) of Attachment B to the Contract:

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

B. Design Phase:

1. For the Design Phase Services described in Attachment B to the Contract for the Division A—Joint Procurement of Emergency Generator Sets sub-project:

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

2. For the Design Phase Services described in Attachment B to the Contract for the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project:

   1345 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

C. Bidding Phase:

1. For the Bidding Phase Services described in Attachment B to the Contract for the Division A—Joint Procurement of Emergency Generator Set sub-project:

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

2. For the Bidding Phase Services described in Attachment B to the Contract for the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project:

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

D. Ancillary Services Phase: January 12, 2007, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

SECTION THREE: Amendment to Section 6 of Attachment A. Section 6, entitled "Contract Price," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

"6. **Contract Price**:

For providing, performing, and completing the Study and Report Phase Services described in paragraphs (a) though and including (r) of Attachment B to the Contract, the lump sum amount of $92,600.00.

For providing, performing, and completing the Study and Report phase of Services except those described in paragraphs (a) though and including (r) of Attachment B to the Contract, the Design phase of Services, the Bidding phase of Services, and the Ancillary Services phase of Services, an amount equal to Consultant's Direct Labor Costs times 3.1, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in the following phases of Services, the following not to exceed amount set forth opposite each such phases except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

Phase	Not to Exceed
For Division A (Joint Procurement of Engine-Generator Sets):	
Design and Bidding	$40,000.00
For Division B (Electrical Generation, Office, and Vehicle Storage Facilities):	
Space Needs and Security Assessments	$112,878.00[1]
Design-Electrical Generation Facilities	$1,012,506.00[2]
Design-Office and Vehicle Storage	$163,866.00[3]
Bidding	$55,193.00
LEED Design and Construction Principles	$139,402.00[4]

[1] Design services for any improvements recommended in the Space Needs and Security Assessments are not included.

[2] Assumes four borings up to 50 feet in depth. Excludes design services for any improvements recommended in the Space Needs and Security Assessments.

[3] Assumes four borings up to 15 feet in depth and sufficient existing stormwater detention at the site for the additional impervious area of the new vehicle storage building. Excludes design services for any improvements recommended in the Space Needs and Security Assessments.

[4] The USGBC fees for registration and LEED credit review are included.

Phase	Not to Exceed
For Division C (Ancillary Services):	
Ancillary Services	$69,490.00"

SECTION FOUR: Amendment to Section 7 of Attachment A. Section 7, entitled "Payments," of Attachment A, entitled "Supplemental Schedule of Contract Terms," to the Contract shall be, and it hereby is, amended in its entirety so that said Section 7 shall hereafter be and read as follows:

"7. **Payments**:

For purposes of payments to Consultant:

The value of Study and Report Services described in paragraphs (a) though and including (r) of Attachment B to the Contract shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Study and Report Services except those described in paragraphs (a) though and including (r) of Attachment B to the Contract actually completed at the time of invoicing.

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

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for outside HVAC, plumbing, fire protection, civil, and mechanical design and surveying, geotechnical, and other outside professional costs, transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items."

SECTION FIVE: Amendment to Attachment B. Attachment B, entitled "Scope of Services," to the Contract shall be, and it hereby is, amended in its entirety so that said Attachment B shall hereafter be and read as set forth in the Attachment B attached to this Fourth Amendment and by this reference incorporated herein and made a part

hereof. Any and all references to said Attachment B in the Contract shall hereafter be deemed to refer to the Attachment B attached hereto.

SECTION SIX: Amendment to Attachment C. Attachment C, entitled "Submittal Schedule," to the Contract shall be, and it hereby is, amended in its entirety so that said Attachment C shall hereafter be and read as set forth in the Attachment C attached to this Fourth Amendment and by this reference incorporated herein and made a part hereof. Any and all references to said Attachment C in the Contract shall hereafter be deemed to refer to the Attachment C attached hereto.

SECTION SEVEN: Amendment to Attachment D. Attachment D, entitled "Special Project Requirements," to the Contract shall be, and it hereby is, amended in its entirety so that said Attachment D shall hereafter be and read as set forth in the Attachment D attached to this Fourth Amendment and by this reference incorporated herein and made a part hereof. Any and all references to said Attachment D in the Contract shall hereafter be deemed to refer to the Attachment D attached hereto.

SECTION EIGHT: Contract in Full Force and Effect. In all other respects, the Contract shall remain in full force and effect, and the Contract shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, Owner has caused this Fourth Amendment to be signed on its behalf by its General Manager, and Consultant has caused this Fourth Amendment to be signed on its behalf by Cuneyt A. Feizoulof, Associate and a duly authorized officer, as of the day and year first written above.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

CAMP DRESSER & McKEE INC.

By: _____
Cuneyt A. Feizoulof
Associate

ATTACHMENT B

SCOPE OF SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or reasonably requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's reasonable choosing.

1. Study and Report Phase.

   a. Obtain applicable rate information from Commonwealth Edison (ComEd) and Constellation New Energy (ConNE).

   b. Obtain and confirm electrical requirements of nine existing high service pumps and assume a tenth high service pump in service similar to the other pumps. Electrical one-line layout and equipment lists of the existing switchgear and motor starters will be provided by Owner.

   c. Use Illinois Department of Natural Resources (IDNR) allocations for Owner's present customers for Projections of future pumpages and 1.7 times IDNR allocations for maximum day pumpages.

   d. Study the feasibility of operating the DuPage Pumping Station with on-site generated power with ComEd/ConNE as back-up emergency power.

   e. Perform load flow modeling of Owner's electrical usage at the entire DuPage Pumping Station complex.

   f. Study the feasibility of generating 100% emergency power on-site as a backup to ComEd/ConNE power.

   g. Study the feasibility of generating average day year 2020 emergency power on-site as a back-up to ComEd provided power.

   h. Study the feasibility of providing on-site power generation sufficient to be eligible for interruptible ComEd service.

   i. Study the feasibility of providing on-site generation for peak shaving to reduce demand charges.

   j. Study the feasibility, advantages and disadvantages of using engines versus turbines to drive the generators.

k. Study the feasibility of retrofitting existing motor starters to reduce generating capacity.

l. Study the feasibility of using natural gas or diesel as a source of energy.

m. Determine whether the United States Department of Energy would be willing to participate and share in the cost of the design and construction of a fuel cell facility to power the pumping station.

n. Study the feasibility of heating and cooling the entire pumping station complex in connection with the continuously generated power option.

o. Identify the modifications required to the existing electrical system to accommodate each of the alternative generating systems studied.

p. The study of each of the alternative generating systems shall include a time frame through the year 2020.

q. For each of the alternatives studied, prepare a plan and a section drawing showing the building size and major equipment. Also, prepare a site plan on a base map provided by Owner.

r. For each of the alternatives studied, identify the permits, if any, that may be required. Also, identify any problems and/or difficulties that may be encountered.

s. Study the existing and future space needs within the existing DuPage Pumping Station (DPPS) facilities including file storage.

t. Develop a space needs questionnaire for the purposes of gathering information from each department head (or equivalent manager) at DPPS. Information needs include: staff size, staff location(s), file storage quantities, equipment storage quantities, future growth projections.

u. Conduct interviews/meetings with department heads to discuss space needs and review findings from questionnaire. Conduct one joint review meeting following submission of draft technical memorandum.

v. Develop drawings and plans to indicate the present and future space usage.

w. Develop a matrix to document the present and future space usage.

x. Submit five copies each of draft and final technical memorandum describing space needs and recommendations.

y. Assess existing site security for the DuPage Pumping Station facilities, and for the planned electrical generation, vehicle storage, and additional office facilities.

z. Develop a technical memorandum to assess the existing site security at DPPS. The scope of the security assessment will focus primarily on the northern part of the DPPS.

aa. The site security assessment technical memorandum will develop three options. These options will consider the following security risks and provide recommendations to reduce these security risks.

1. Elimination/relocation of the visitor and employee parking near the north face of the DPPS in order to maintain the recommended security clear zone.

2. Elimination/relocation of the private driveway near the north face of the DPPS in order to maintain the recommended security clear zone.

3. Addition/extension of the perimeter fencing along the northwestern portion of the DPPS site. Perimeter fencing to align with new security wall.

4. Addition/extension of the perimeter security system.

5. Addition/extension of the CCTV surveillance system.

6. Elimination/relocation of the access roadway to the courtyard area. Alternatively, provision of additional security barriers to deter direct vehicle impact in the existing security gate directly inline with Calvin Ave.

7. Addition of access controls and gates for vehicular entry into the DPPS site.

bb. Conduct/attend project meetings at DPPS to identify and develop the three security options in conjunction with Owner. Each option will include conceptual drawings and plans to document the option. Additionally, a construction cost estimate will be provided for each option.

cc. Attend Commission Board meetings as required to support Commission staff and assist with preparation of presentation materials.

dd. Submit to Owner a technical memorandum detailing risks and develop three recommended options for site security improvements.

ee. Upon completion of a study, prepare a report including such graphs, tables, drawings, and text as are necessary to describe each of the alternatives studied and the conclusions reached. The report should also include a summary of pertinent facts, including an opinion of probable cost for each alternative studied and a recommended course of action based upon the results of the alternatives studied.

ff. Provide five copies of draft reports for review and approval by Owner and review them in person with Owner.

gg. Revise draft reports in response to Owner's comments and provide five copies (twenty-five copies of the final Electrical Generation Study report) to Owner.

hh. Provide monthly status reports and review them in person with Owner.

2. Design Phase.

After written authorization to proceed:

a. For the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, provide analysis of Owner's space programming needs, planning surveys, and site evaluation and comparative studies of prospective solutions;

b. For the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, provide economic analysis of various alternatives;

c. Prepare 30% final design drawings and specifications, together with an opinion of probable cost of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, as the case may be, for review and approval by Owner. The 30% final design drawings and specifications shall include the following design parameters:

For the Division A—Joint Procurement of Emergency Generator Sets sub-project:

- Eight stationary diesel engine-generators, and one portable diesel engine-generator, including all appropriate unit-mounted engine-generator appurtenances (cooling radiators, fuel pumps, silencers, local control panels, etc.) for use at the DuPage and Lexington Pump Stations.

- Anticipated generator ratings: 4160V, 2000kW.

For the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project:

- The core structure of the existing service building shall be used as part of the new electrical generation facility, with selective demolition of the existing service building, and the existing fuel station.

- The existing service building, together with a southward expansion of the existing service building, shall serve as the

new electrical generation facility. The electrical generation facility shall provide adequate space for 5 diesel engine-generators. Initially, 4 engine-generators will be installed within the facility. The design shall be based on the selected vendor from the Division A—Joint Procurement of Emergency Generator Sets sub-project.

- A new office facility, which shall be a single story structure located on the north side of the existing service building, the final location and size of which shall be determined by the new space programming and needs assessment tasks included as part of this scope for the new office facility.

- A new vehicle storage facility, which shall be a single story, pre-engineered metal structure, the final location and size of which shall be determined by a vehicle/truck access and site planning task at the beginning of the design phase.

- Integration of the new generation facilities into the plant primary power.

- Automatic synchronization of the generators to start up upon loss of ComEd/ConNE power.

- Sound attenuation for the engine generator building.

- Consistency of new architectural features with the architectural features of existing facilities.

d. After written authorization to continue with the design of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, as the case may be, including such modifications and additions to the 30% final design plans as may be requested by Owner, including the addition of a new security wall, approximately 13 feet tall, 150 feet in length, and designed for a force of 300 pounds per square inch on the north face of the wall, north of the proposed Electrical Generation, Office, and Vehicle Storage Facilities and the incorporation of LEED principles into the design and construction documents, prepare 60% final design drawings and specifications, together with a revised opinion of probable cost of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, as the case may be, for review and approval by Owner.

e. After written authorization to continue with the design of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-

project, as the case may be, including such modifications and additions to the 60% final design plans as may be requested by Owner, prepare 90% final design drawings and specifications, together with a revised opinion of probable cost of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, as the case may be, for review and approval by Owner.

f. After written authorization to continue with the design of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, as the case may be, including such modifications and additions to the 90% final design plans as may be requested by Owner, prepare, for review and approval by Owner, pricing and quantity proposal forms, and final design drawings and specifications for incorporation in the procurement/construction contract documents, together with a revised opinion of probable cost of the Division A—Joint Procurement of Emergency Generator Sets sub-project or the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, as the case may be. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the equipment vendor/construction contractor.

g. Assist Owner by providing all required criteria, descriptions, and design data and consulting with officials and Owner to obtain permits and to prepare other bidding and procurement/construction contract documents.

h. For the Division A—Joint Procurement of Emergency Generator Sets sub-project, submit five sets of review documents to Owner, and five sets of review documents to the City of Chicago, and five sets of review documents to Greeley and Hansen at the 30%, 60%, 90% and 100% stages of design and attend one document review meeting after each review submittal. For the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project, submit five sets of review documents to Owner and attend one document review meeting after each review submittal.

i. For the Division A—Joint Procurement of Emergency Generator Sets sub-project, coordinate with Greeley and Hansen on the technical content of the procurement contract documents.

j. Provide monthly status reports and review them in person with Owner, and attend Board meetings and develop exhibits and presentation materials for various meetings when requested.

k. The incorporation of LEED principles into the design and construction documents for the Division B—Electrical Generation, Office, and Vehicle Storage Facilities sub-project shall include the following Services:

1. The LEED certification goal for the sub-project shall be Silver.

2. Developing drawings and specifications for the new design features related to the LEED credits identified for the sub-project.

3. Developing specifications for the LEED related activities required by the construction contractor during the construction phase of the sub-project.

4. Developing and submitting the required forms (LEED templates) and supporting paperwork, drawings, and calculations to the USGBC for review and award of credit points.

5. Developing the required energy usage modeling for the Electrical Generation, Office and Vehicle Storage Buildings. Energy usage modeling shall be based on ASHRAE 90.1 standard and includes both baseline as well as the modeling required to exceed the ASHARAE 90.1 standard.

6. Responding to comments based on USGBC review of submitted LEED credits.

7. Providing administrative support services to manage and track communications with the USGBC.

8. Conducting a LEED design charrette meeting at DPPS with Owner. The intent of this charrette is to determine and finalize which LEED credits will be pursued for the sub-project. Additionally, the charrette will finalize the design approach for each LEED credit pursued.

9. Conduct/attend design update meetings for the LEED services.

10. Attend Commission Board meetings as required to support Commission staff and assist with preparation of presentation materials.

3. Bidding Phase.

After written authorization to proceed:

a. Assist Owner in advertising for and obtaining bids; issue bidding and contract documents to prospective bidders; maintain a record of prospective bidders to whom bidding documents have been issued; and attend any pre-bid conferences.

b. Issue addenda as appropriate and approved by Owner.

c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers, and other persons if such acceptability is required by the procurement/construction contract documents.

d. Consult with Owner as to acceptability of proposed substitute materials and equipment.

e. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding the procurement/construction contract.

f. Schedule and attend preconstruction conference and promptly prepare and circulate minutes thereof to all participants.

g. For the Division A—Joint Procurement of Emergency Generator Sets sub-project, review, return, and comment on shop drawings and other submittals furnished by vendor, after coordinating and collating submittal comments by Owner, the City of Chicago, and Greeley and Hansen. Submittals shall be returned within 30 days of receipt by Consultant.

h. For the Division A—Joint Procurement of Emergency Generator Sets sub-project, consult and advise on the interpretation of the procurement contract documents.

i. Provide up to five sealed full sized sets of contact documents for each procurement/ construction contract.

j. Provide monthly status reports and review them in person with Owner, and attend Board meetings and develop exhibits and presentation materials for various meetings when requested.

4. Ancillary Services Phase

a. Benchmarking Evaluation

- Prepare list of questions for response by other water utilities similar in mission to Owner with respect to electrical reliability and on-site power generation
- Identify and contact 6 to 10 such utilities and gather information
- Review industry reports for, and summarize recommendations related to, electrical reliability and on-site generation
- Include economic benefits of constructing electrical generation at the Lexington and DuPage Pumping Stations and confirm or refute the economic benefits identified by Owner's independent consultant on the Illinois electric supply market, SPI Energy Group

- Provide five copies of a draft report for review and approval by Owner and review them in person with Owner
- Revise the draft report in response to Owner's comments and provide twenty-five copies of the final report to Owner

b. Assistance with Power Reliability Assessment

- Identify and recommend independent firms available to complete a reliability assessment of ComEd's transmission system.
- Prepare a reliability assessment Request for Proposals that requires the proposing firm to provide the following for the DuPage Pumping Station and the Lexington Pumping Station
    - Sub-Transmission Line Outage History
    - Review Peak Load Conditions
    - Description and Reliability of Source Substations
    - Information on Construction Practices
    - Information on Maintenance Practices
    - Reliability Indices Information
    - Prepare Summary Document and Presentation
- Evaluate proposals and make recommendations
- Provide peer review for Power Reliability Assessment completed by others
- Attend up to 2 meetings at the DuPage Pumping Station

c. Additional Assistance

- Conceptual Design of Photovoltaic Power Generation Systems at the DPPS (May 2006)
- Assistance and Participation with the Value Engineering Study for the DPPS (August to November 2006)
- Attendance at various meetings and development of exhibits and presentation materials (October 2004 through November 2006)

ATTACHMENT C

SUBMITTAL SCHEDULE

For Division A—Joint Procurement of Emergency Generator Sets

Submittal:	Due Date:
90% Design	63 Days Following Issuance of Notice to Proceed with Design Phase Services

For Division B—Electrical Generation, Office, and Vehicle Storage Facilities

Submittal:	Due Date:
Draft Electrical Generation Study	75 Days Following Commencement Date
30% Design	1114 Days Following Issuance of Notice to Proceed with Design Phase Services
Space Needs Assessment	160 Days Following Issuance of Notice to Proceed with Assessment
Security Assessment	21 Days Following Issuance of Notice to Proceed with Assessment
60% Design	1247 Days Following Issuance of Notice to Proceed with Design Phase Services
90% Design	1317 Days Following Issuance of Notice to Proceed with Design Phase Services

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:	Telephone:
Cuneyt A. Feizoulof	312-346-5000
Len Rago	312-346-5000
Rick Lof	312-346-5000
Vin Plasky	312-346-5000
Dave Tucker	312-346-5000
Lee Lohman	312-346-5000

2. Commission Security:

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

B. Background Investigations. Consultant personnel, including subcontractor personnel, that will require access to Owner's facilities or that will be engaged to perform the Services shall submit all information requested by Owner in order to perform the necessary background investigations. Owner shall perform the necessary background investigations in accordance with all applicable laws.

Background information obtained from Consultant personnel shall be held confidential by Owner and by any third party conducting the investigation. Background information obtained from Consultant personnel shall not be used for any purpose other than performance of the investigation. Background information required by Owner may include:

a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)

b. Education History

c. Military Service

d. Character and Reputation References

e. Verification of Identity

f. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform the Services, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

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

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

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

3. City of Chicago:

A. General Requirements.

Owner has entered into an agreement with the City of Chicago (the "City") for the design and construction by Owner of certain Electrical Generation

Facilities, including among other things, four of the eight stationary diesel engine-generators to be procured under the Division A—Joint Procurement of Emergency Generator Set sub-project of the Contract. The four stationary diesel engine-generators will be operated and maintained by City personnel from the time said facilities first become operational. Accordingly, any conferences and any demonstrations, instructions, or training to be provided for the operation of the facilities shall include City personnel.

B. City of Chicago Security.

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

   a. Provide the City with a list of all employees (for purposes of this Section 3B, "employee" refers to any individual employed or engaged by Consultant or by any of Consultant's subconsultants) requiring access to enable the City to conduct such background and employment checks;

   b. Deliver to the City consent forms signed by all employees who will work on the Services and that do not have current CDWM security badges consenting to the City's and Consultant's performance of the background checks; and

   c. Deliver to the City consent forms signed by all employees who will require access to the CDWM facility and do not now have CDWM security badges consenting to the searches described in this Section 3B.

2. The CDWM may preclude Consultant, any sub consultant, or any employee from performing on the Services. Further, Consultant must immediately report any information to the CDWM relating to any threat to CDWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. Consultant must, not withstanding anything contained in the Contract to the contrary, at no additional cost to the City, adhere, and cause its subconsultants to adhere, to any security and safety guidelines developed by the

City and furnished to Consultant from time to time during the term of the Services and any extensions of it.

3. Each employee whom Consultant wishes to have access to a CDWM facility must submit a signed, completed "Area Access Application" to the CDWM to receive a CDWM Security Badge. If Consultant wishes a vehicle to have access to a CDWM facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the CDWM's discretion may require including, name, address, date of birth, social security number (and for vehicles: make, model, driver's license number, vehicle license plate number, and appropriate stickers). Consultant is responsible for requesting and completing these forms for each employee who will be working as CDWM facilities and at the CDWM's sole discretion. Consultant must make available to the CDWM, within one business day of request, the personnel file of any employee who will be working on the Services.

4. At the CDWM'S request, Consultant and its subconsultants must maintain an employment history of employees going back five years from the date Consultant began the Services. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the CDWM. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

5. CDWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on CDWM property.

6. The following rules related to Security Badges and Vehicle Permits must be adhered to:

   a. Each employee must wear and display the CDWM Security Badge issued to that employee on their outer apparel at all times. At the sole discretion of the CDWM and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police, or any other municipal, state or federal law enforcement agency, all vehicles (and their contents are subject to interior and/or exterior inspection entering or exiting CDWM facilities, and all employees and other individuals entering or exiting CDWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The CDWM may deny access to any vehicle or individual at the CDWM'S sole discretion.

b. All individuals operating a vehicle on CDWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Drivers License.

c. All required City Stickers and State Vehicle Inspection stickers must be valid.

d. Individuals must remain within their assigned area unless otherwise instructed by the CDWM or the City.

7. Access to the CDWM property will be determined by the CDWM. The CDWM may deny access when, at the CDWM's sole discretion, the vehicle or individual poses some security risk to CDWM.

8. Unauthorized hazardous or illegal material, including but not limited to hazardous materials as defined in 49 CFR Parts 100-185 (e.g., explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on CDWM property. Alcoholic beverages are also prohibited.

C. Not Barred.

In order to induce the City to approve the Contract, Consultant hereby warrants and represents to the City that neither Consultant nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

D. Documents.

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the joint property of Owner and the City.

E. Employment Opportunity.

Consultant, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various Subconsultants on the Services (collectively, with Consultant, the "Employers" and individually an "Employer") to agree that during the course of the Services:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for the Services be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section 3E, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Services, and shall require inclusion of these provisions in every Subcontract entered into by any Subconsultants, so that each such provision shall be binding upon each contractor or subconsultant, as the case may be.

F. Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

Consultant recognizes that a portion of the Services required to be performed pursuant to the terms and conditions of the Contract is located within the City and on property owned by the City. It is the established policy of the City to promote equal employment opportunities for residents of the City and minority and women-owned businesses. Owner and its project are not, as a matter of law, obligated to comply with the City ordinances and policies in this regard; nevertheless, Consultant shall, with respect to all Services performed within the City, make good faith efforts to establish affirmative action goals for the employment of City residents and minority and women-owned businesses in the performance of the Services.

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: July 6, 2007

SUBJECT: Summary of Action Since Previous Meeting

1. The County of DuPage approved the Water Transmission and Delivery Agreement Among the City of Darien, the County of DuPage, and the DuPage Water Commission on June 26, 2007. The Commission approved the Agreement by Ordinance No. O-6-07 on May 10, 2007.

Administration/Memorandums/Summary of Action 070706.doc

PACKET: 00763 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

---------ID--------- POST DATE	BANK CODE	----------DESCRIPTION----------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1101 HOLLAND & KNIGHT LLP						
I-200707031312		LEGAL SERVICES: MAY 2007	8,288.08			
7/12/2007	IL	DUE: 6/19/2007 DISC: 6/19/2007				
		LEGAL SERVICES: MAY 2007		01 60-6251	LEGAL SERVICES- GENERAL	8,288.08
		==== VENDOR TOTALS ====	8,288.08			
01-1137 ROSSI CONTRACTORS, INC.						
I-QR7-007A		STEPS INSTALL/REPAIRS MANHOLE	6,505.10			
7/12/2007	IL	DUE: 5/18/2007 DISC: 5/18/2007				
		STEPS INSTALL/REPAIRS MANHOLE		01 60-6631	PIPELINE REPAIRS	6,505.10
		==== VENDOR TOTALS ====	6,505.10			
		==== PACKET TOTALS ====	14,793.18			

PACKET: 00763 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	14,793.18
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	14,793.18

** G/L ACCOUNT TOTALS **

					LINE ITEM			GROUP BUDGET		
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	2007-2008	01 -60-6251	LEGAL SERVICES- GENERAL	8,288.08	90,000	74,400.92				
		01 -60-6631	PIPELINE REPAIRS	6,505.10	1,120,500	1113,680.78				
			** 2007-2008 YEAR TOTALS	14,793.18						

PACKET: 00763 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	7/2007	14,793.18

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

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

Items Paid

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1460		ACRES GROUP							
	I-AEI_0025638	LANDSCAPE MAINT.: JUNE 2007	R	6/08/2007	3,875.00		002932		3,875.00
1067		AEREX PEST CONTROL							
	I-718357	EXTERMINATOR: MAY 2007	R	6/08/2007	47.00		002933		
	I-718674	EXTERMINATOR: MAY 2007	R	6/08/2007	50.00		002933		
	I-719027	EXTERMINATOR: MAY 2007	R	6/08/2007	50.00		002933		147.00
1458		ALPHA BUILDING MAINTENANCE SER							
	I-7537 DWC	JANITORIAL SERVICE: 05/07	R	6/08/2007	1,584.00		002934		
	I-7538 DWC	JANITORIAL SERVICE: 06/07	R	6/08/2007	1,584.00		002934		3,168.00
1226		AMERICAN BAR ASSOCIATION							
	I-2502108295	ABA MEMBERSHIP DUES: CROWLEY	R	6/08/2007	434.25		002935		434.25
1089		AMERICAN WATER WORKS ASSOCIATI							
	I-2000568107	MEMBERSHIP DUES - R. MARTIN	R	6/08/2007	292.00		002936		292.00
1501		ANRITSU COMPANY							
	C-305565-C	SCADA/INSTRUMENTATION	R	6/08/2007	527.00CR		002937		
	I-305565	SCADA/INSTRUMENTATION	R	6/08/2007	527.00		002937		
	I-305565-A	SCADA/INSTRUMENTATION	R	6/08/2007	8,926.12		002937		8,926.12
1318		ANTHONY ROOFING, LTD.							
	I-321747658	ROOF REPAIRS	R	6/08/2007	925.00		002938		925.00
1397		AT&T							
	I-20070607128l	DPPS PHONE SERV.: 05/22-06/21	R	6/08/2007	369.71		002939		369.71
1502		AUTHORIZED EXTERIOR, INC.							
	I-5838	METER STATION MAINTENANCE	R	6/08/2007	200.00		002940		200.00
1015		AUTOZONE, INC.							
	I-2568816502	VEHICLE MAINTENANCE	R	6/08/2007	154.97		002941		154.97
1072		AVALON PETROLEUM COMPANY							
	I-378576	GASOLINE	R	6/08/2007	3,096.00		002942		
	I-498639	GASOLINE	R	6/08/2007	2,696.32		002942		5,792.32
1049		CAMP DRESSER & MCKEE INC.							
	I-80254535/25	EVAL. ELECT. GEN. SUP. ALT.	R	6/08/2007	32,253.41		002943		32,253.41
1503		REYNALDO CARDENAS							
	I-20070607128l	REIMBURSE OF WIRE TRANSFER FEE	R	6/08/2007	10.00		002944		10.00

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
1023		CDW GOVERNMENT, INC.							
	I-FNF8299	NOTEBOOK COMPUTERS	R	6/08/2007	1,492.99		002945		
	I-FNN7262	COMPUTER SOFTWARE	R	6/08/2007	21.41		002945		
	I-FNQ6610	NOTEBOOK CASES	R	6/08/2007	40.00		002945		
	I-FNR4664	COMPUTER SOFTWARE	R	6/08/2007	653.82		002945		2,208.22
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200706071283	LEX. PUMP STA. LABOR: 03/07	R	6/08/2007	36,938.89		002946		
	I-200706071284	LEX. PUMP STA. LABOR: 04/07	R	6/08/2007	32,703.49		002946		69,642.38
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200706071285	WATER BILLING: 05/01-05/31/07	R	6/08/2007	3,926,001.35		002947		3,926,001.35
1139		CHICAGO TRIBUNE							
	I-146131001	BUDGET NOTICE, PSD-6B/07	R	6/08/2007	1,836.00		002948		1,836.00
1009		COMED							
	I-200706081292	METER STATION ELECTRIC SERVICE	R	6/08/2007	5,918.96		002949		5,918.96
1136		CONSTELLATION NEWENERGY							
	I-01474215	DPPS ELECT. SERV.: 04/23-05/22	R	6/08/2007	207,917.69		002950		207,917.69
1097		ELMHURST PLAZA STANDARD INC.							
	I-16660	GASOLINE	R	6/08/2007	31.00		002951		
	I-19871	GASOLINE	R	6/08/2007	30.50		002951		61.50
1446		EN ENGINEERING, LLC							
	I-0021077	CRCUC REPRESENT	R	6/08/2007	2,413.98		002952		
	I-0021078	CP INSP STANDPIPES	R	6/08/2007	1,167.03		002952		
	I-0021080	ROV-11A STRAY CURRENT	R	6/08/2007	755.76		002952		
	I-0021081	ROV-8B CORR. INVEST.	R	6/08/2007	1,864.68		002952		6,201.45
1026		EXCALIBUR REFRESHMENT CONCEPTS							
	I-62150	COFFEE & SUPPLIES	R	6/08/2007	294.95		002953		294.95
1055		GRAINGER							
	I-9375367977	METER STATION MAINTENANCE	R	6/08/2007	486.37		002954		
	I-9375367985	MAINTENANCE SUPPLIES	R	6/08/2007	110.88		002954		
	I-9375776102	MAINTENANCE SUPPLIES	R	6/08/2007	155.06		002954		752.31
1399		GREELEY AND HANSEN							
	I-INV-0000221748	LEXINGTON PS VAR FREQ DRIVES	R	6/08/2007	3,895.87		002955		3,895.87
1050		HOME DEPOT CREDIT SERVICES							
	I-2024622	MAINTENANCE SUPPLIES	R	6/08/2007	97.00		002956		
	I-2059557	MAINTENANCE SUPPLIES	R	6/08/2007	89.77		002956		
	I-4026070	MAINTENANCE SUPPLIES	R	6/08/2007	68.62		002956		
	I-5155538	MAINTENANCE SUPPLIES	R	6/08/2007	67.93		002956		
	I-5578825	METER STATION MAINTENANCE	R	6/08/2007	99.38		002956		

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
1050		HOME DEPOT CREDIT SERVCONT							
	I-8013497	MAINTENANCE SUPPLIES	R	6/08/2007	139.53		002956		
	I-9014003	MAINTENANCE SUPPLIES	R	6/08/2007	9.97		002956		572.20
1053		ILLINOIS PUBLIC RISK FUND							
	I-200706071286	WORKERS COMPENSATION INS.	R	6/08/2007	10,590.00		002957		10,590.00
1063		ILLINOIS SECTION AWWA							
	C-4550-C	TRAINING	R	6/08/2007	300.00CR		002958		
	I-4550	TRAINING	R	6/08/2007	300.00		002958		
	I-4675	CONTROL VALVES, OM TRBLESHT	R	6/08/2007	70.00		002958		70.00
1080		INTERACTIVE COMPUTER DESIGNS,							
	I-INV0055526	REPORT WRITER	R	6/08/2007	360.00		002959		360.00
1196		KARA COMPANY, INC.							
	I-220588	VERIZON DATA LINE GPS DATA	R	6/08/2007	60.70		002960		60.70
1069		MEL'S ACE HARDWARE							
	I-401826	METER STATION MAINTENANCE	R	6/08/2007	28.40		002961		
	I-401844	MAINTENANCE SUPPLIES	R	6/08/2007	33.36		002961		
	I-401923	MAINTENANCE SUPPLIES	R	6/08/2007	43.35		002961		
	I-401928	MAINTENANCE SUPPLIES	R	6/08/2007	13.96		002961		
	I-401961	METER STATION MAINTENANCE	R	6/08/2007	15.28		002961		
	I-401988	METER STATION MAINTENANCE	R	6/08/2007	45.87		002961		
	I-402002	MAINTENANCE SUPPLIES	R	6/08/2007	6.46		002961		
	I-4021444	MAINTENANCE SUPPLIES	R	6/08/2007	0.46		002961		187.14
1051		MENARDS- HILLSIDE							
	I-41075	MAINTENANCE SUPPLIES	R	6/08/2007	15.96		002962		
	I-41977	MAINTENANCE SUPPLIES	R	6/08/2007	5.38		002962		
	I-42076	MAINTENANCE SUPPLIES	R	6/08/2007	84.85		002962		
	I-42123	MAINTENANCE SUPPLIES	R	6/08/2007	20.77		002962		
	I-42230	METER STATION MAINTENANCE	R	6/08/2007	52.95		002962		
	I-43338	MAINTENANCE SUPPLIES	R	6/08/2007	46.95		002962		
	I-43999	MAINTENANCE SUPPLIES	R	6/08/2007	49.14		002962		
	I-45126	MAINTENANCE SUPPLIES	R	6/08/2007	82.83		002962		
	I-47002	MAINTENANCE SUPPLIES	R	6/08/2007	13.16		002962		371.99
1021		NAPERVILLE, CITY OF							
	I-200706071287	METER STATION ELECTRIC SERVICE	R	6/08/2007	166.48		002963		166.48
1070		NATIONAL CITY BANK							
	I-265614	SAFEKEEPING FEES: APRIL 2007	R	6/08/2007	1,095.30		002964		1,095.30

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
1110		NEWARK INONE							
	I-14310616	METER STATION MAINTENANCE	R	6/08/2007	203.95		002965		203.95
1020		NEXTEL COMMUNICATIONS							
	I-648652511-063	CELL PHONE SERV.: 04/09-05/08	R	6/08/2007	1,114.15		002966		1,114.15
1222		OAKFIELD FORD, INC.							
	I-406406	VEHICLE MAINTENANCE: 8647943	R	6/08/2007	161.25		002967		161.25
1222		OAKFIELD FORD, INC.							
	I-72383	2007 FORD RANGER XLT SUPERCAB	R	6/08/2007	16,765.00		002968		16,765.00
1081		PATRICK ENGINEERING INC.							
	I-20706.007-001	INTERSECTION TOOL	R	6/08/2007	3,500.00		002969		3,500.00
1279		PETERS & ASSOCIATES							
	I-INV0018338	SOFTWARE & FILE SERVER	R	6/08/2007	1,975.00		002970		
	I-INV0018344	COMPUTER SOFTWARE	R	6/08/2007	9,651.00		002970		
	I-INV0018379	FILE SERVER	R	6/08/2007	6,900.00		002970		18,526.00
1156		PETTY CASH - CUSTODIAN							
	I-200706071208	VEH., PARKING, PHONE, ADMIN.	R	6/08/2007	593.54		002971		593.54
1267		PRIMUS ELECTRONICS CORPORATION							
	I-684198	SCADA/INSTRUMENTATION	R	6/08/2007	204.78		002972		
	I-684452	SCADA/INSTRUMENTATION	R	6/08/2007	979.90		002972		1,184.68
1039		QUILL CORPORATION							
	C-728536	OFFICE SUPPLIES	R	6/08/2007	5.39CR		002973		
	I-7020614	OFFICE SUPPLIES	R	6/08/2007	59.81		002973		
	I-7026844	OFFICE SUPPLIES	R	6/08/2007	29.10		002973		
	I-7036085	OFFICE SUPPLIES	R	6/08/2007	16.19		002973		
	I-7037999	OFFICE SUPPLIES	R	6/08/2007	64.00		002973		
	I-7048280	OFFICE SUPPLIES	R	6/08/2007	84.85		002973		
	I-7067468	OFFICE SUPPLIES	R	6/08/2007	89.88		002973		
	I-7079767	OFFICE SUPPLIES	R	6/08/2007	137.19		002973		
	I-7154412	OFFICE SUPPLIES	R	6/08/2007	118.77		002973		
	I-7217468	OFFICE SUPPLIES	R	6/08/2007	72.83		002973		
	I-7321209	OFFICE SUPPLIES	R	6/08/2007	74.83		002973		
	I-7335408	OFFICE SUPPLIES	R	6/08/2007	8.31		002973		
	I-7353408	OFFICE SUPPLIES	R	6/08/2007	5.39		002973		
	I-7354266	OFFICE SUPPLIES	R	6/08/2007	84.42		002973		840.18
1504		ROSE PAVING CO.							
	I-12653	SEAL COATING OF PARKING LOT	R	6/08/2007	5,646.00		002974		5,646.00

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
1044		ROYAL GRAPHICS PRINTERS							
	I-69159	BUSINESS CARDS	R	6/08/2007	49.03		002975		
	I-69177	BUSINESS CARDS	R	6/08/2007	396.05		002975		445.08
1329		C. SEMRAD & ASSOCIATES							
	I-200706071289	CONSULTING	R	6/08/2007	3,000.00		002976		3,000.00
1263		SKARSHAUG TESTING LABORATORY,							
	I-115767	WATER TESTING SUPPLIES	R	6/08/2007	30.48		002977		30.48
1043		SOOPER LUBE							
	I-114966	VEHICLE MAINTENANCE: 8647943	R	6/08/2007	32.45		002978		
	I-115020	VEHICLE MAINTENANCE: M-66159	R	6/08/2007	33.45		002978		
	I-115409	VEHICLE MAINTENANCE: M-76785	R	6/08/2007	33.45		002978		
	I-116603	VEHICLE MAINTENANCE: M-79697	R	6/08/2007	33.45		002978		132.80
1040		SPECIALTY MAT SERVICE							
	I-391811	MAT SERVICE: 05/14/07	R	6/08/2007	54.40		002979		
	I-393606	MAT SERVICE: 05/28/07	R	6/08/2007	54.40		002979		108.80
1121		SPI ENERGY GROUP							
	I-200706081291	ELECTRIC CONTRACT	R	6/08/2007	900.00		002980		900.00
1223		SUBURBAN LABORATORIES, INC.							
	I-82388	WATER TESTING	R	6/08/2007	56.00		002981		56.00
1438		THOMAS TILE & CARPET SUPPLY CO							
	I-03-1759	TILE & CARPET	R	6/08/2007	12,136.00		002982		12,136.00
1071		USAUTOMATION							
	I-1332	EIM BOARD	R	6/08/2007	974.50		002983		974.50
1404		VIKING AWARDS							
	I-3556	PLAQUE	R	6/08/2007	100.40		002984		100.40
1131		VILLA PARK OFFICE EQUIPMENT							
	I-21270	OFFICE SUPPLIES	R	6/08/2007	143.00		002985		
	I-21271	OFFICE SUPPLIES	R	6/08/2007	304.00		002985		447.00
1482		VILLAGE OF VILLA PARK							
	I-36044	METER STATION MAINTENANCE	R	6/08/2007	120.00		002986		120.00
1062		WASTE MANAGEMENT							
	I-1676682-2008-7	REFUSE DISPOSAL	R	6/08/2007	376.02		002987		376.02

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1220		MICHAEL WEED							
	I-200706071280	TUITION REIMBURSEMENT	R	6/08/2007	5,169.10		002988		5,169.10
1442		WELDSTAR COMPANY							
	I-01081212	METER STATION MAINTENANCE	R	6/08/2007	789.57		002989		789.57
1412		WESTIN ENGINEERING, INC.							
	I-29100	LEX PUMP STA - DATASTREAM	R	6/08/2007	3,344.09		002990		3,344.09
1177		CATHODIC PROTECTION MANAGEMENT							
	I-2306	WATER MAIN GLENDALE HEIGHTS	R	6/15/2007	938.00		002991		938.00
1101		HOLLAND & KNIGHT LLP							
	I-200706041280	LEGAL SERVICES: APR. 2007	R	6/15/2007	7,315.00		002992		7,315.00
1137		ROSSI CONTRACTORS, INC.							
	I-QR7-008A	REPAIR 30" WATER MAIN	R	6/15/2007	63,200.68		002993		63,200.68
1041		SEECO CONSULTANTS, INC.							
	I-14133	WATER MAIN GLENDALE HEIGHTS	R	6/15/2007	481.50		002994		481.50
1232		DUPAGE COUNTY TREASURER							
	I-3554	PA 93-0226 - ANNUAL PYMT	R	6/26/2007	15,000,000.00		002995		15,000,000.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	64	19,443,352.04	0.00	19,443,352.04
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: TOTAL	64	19,443,352.04	0.00	19,443,352.04
BANK: TOTALS:	64	19,443,352.04	0.00	19,443,352.04
REPORT TOTALS:	64	19,443,352.04	0.00	19,443,352.04

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/01/2007 THRU 6/30/2007
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DuPage Water Commission
MEMORANDUM

TO: Finance Committee

FROM: R. Max Richter
Financial Administrator

RMR

DATE: July 6, 2007

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

The following is a summary of the Historical Check Report and Accounts Payables for the July 12 Commission meeting as requested by the Finance Committee.

June A/P History Check Report (1)	19,443,352.04
A/P Regular Open Item Register	14,793.18
Total	$19,458,145.22

(1) Previously authorized

Accounting/Correspondence/Accounts Payable 0712.doc