DuPage Water Commission

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

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, SEPTEMBER 11, 2008
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

- William J. Mueller, Municipal Representative District 2

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

V. Approval of Minutes

- Regular Meeting of August 14, 2008

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

RECOMMENDED MOTION: To approve the Minutes of the August 14, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

VI. Treasurer's Report – August 2008

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

RECOMMENDED MOTION: To accept the August 2008 Treasurer's Report (Voice Vote).

VII. Committee Reports

A. Administration Committee

1. Report of 9/11/08 Administration Committee

2. Actions on Items Listed on 9/11/08 Administration Committee Agenda

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

B. Engineering & Construction Committee

1. Report of 9/11/08 Engineering & Construction Committee

2. Actions on Items Listed on 9/11/08 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 9/11/08 Finance Committee

2. Actions on Items Listed on 9/11/08 Finance Committee Agenda

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

A. Resolution No. R-43-08: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the September 11, 2008, 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-44-08: A Resolution Approving and Authorizing the Execution of a Master Contract with Jacques Whitford Company, Inc. for Professional Consulting Services

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

C. Resolution No. R-45-08: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the September 11, 2008, DuPage Water Commission Meeting

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

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

XI. Old Business

A. Funding of Water Supply Study

RECOMMENDED MOTION: To authorize and, if already made, ratify an expenditure of up to $20,000 toward funding the completion of the water supply study commissioned by the Regional Water Supply Planning Group under Executive Order 2006-01 (Roll Call).

B. 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 $61,210.53 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 security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

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

XV. Other

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

XVI. Adjournment

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

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DRAFT

MINUTES OF A MEETING OF THE DuPAGE WATER COMMISSION HELD ON THURSDAY, AUGUST 14, 2008 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

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

Commissioners in attendance: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, W. Maio, W. Murphy, A. Poole, F. Saverino, J. Zay, and L. Rathje

Commissioners Absent: G. Matthews, W. Mueller, and D. Zeilenga

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

RECOGNITIONS, OATHS, AND PLAQUES

Chairman Rathje began the meeting by welcoming the temporary recording secretary, Jenessa Nesbitt. Chairman Rathje also gave recognition to Richard Nolan, Instrumentation/Remote Facilities Field Maintenance Coordinator, for his ten years of service at the Commission.

Chairman Rathje administered the official oath to reappointed Commissioner Allan Poole, Municipal Representative District 5, noting that reappointed Commissioner Mueller was expected to take his oath of office at the September meeting. Chairman Rathje also noted that because former Commissioner Vrdolyak was not in attendance to receive his service plaque, the plaque would be mailed to him.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Chaplin moved to approve the Minutes of the July 10, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Zay and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Elliott moved to approve the Executive Session Minutes of the July 10, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Bennington and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of July 2008 which showed receipts of $5,074,573.00, disbursements of $4,886,838.00, and a cash and investment balance of $73,391,049.00.

Commissioner Zay moved to accept the July 2008 Treasurer's Report. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee

Commissioner Hartwig reported that it was the consensus of the Administration Committee to defer, for five or six months, the question of whether to join the National Institute of Governmental Purchasing and engage them to perform a procurement management audit. Commissioner Hartwig explained that the Committee did not feel comfortable making a recommendation on the merits of membership or the utility of a management audit until the new Commissioners and new Committee Members were able to get up to speed on current Commission policy and procedures. Commissioner Maio did comment, however, that he felt membership in this organization would be worthwhile.

Engineering & Construction Committee

No meeting due to lack of a quorum.

Finance Committee

No meeting due to lack of a quorum.

CHAIRMAN'S REPORT

Chairman Rathje advised the Commissioners that in light of the tremendous success of last year's luncheon on water issues, the Commission would be hosting another luncheon for elected and appointed government officials on September 17, 2008, that will feature Dr. Robert Morris discussing his book *The Blue Death.*

The Chairman also reminded the Commissioners about the December 12, 2008, annual holiday Board dinner, noting it was important for the Commissioners to get together in a social setting in order to build rapport among them.

After Chairman Rathje confirmed with the General Manager that the new Commissioners had been given copies of the *Water Wars* book and luncheon video, Commissioner Chaplin suggested that the new Commissioners should view the *Modern*

Marvels DVD on the Chicago Water System that the Commission had purchased or watch for the program to be re-aired on the History Channel.

MAJORITY OMNIBUS VOTE AGENDA

None

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, W. Maio, W. Murphy, A. Poole, F. Saverino, J. Zay, and L. Rathje

Nays: None

Absent: G. Matthews, W. Mueller, and D. Zeilenga

Item 1: Resolution No. R-39-08: A Resolution Approving and Authorizing the Execution of a Standard Form of Agreement between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Tank Evaluation Services in Connection with the Evaluation of the Interior Upper Surfaces of the Two 15MG Concrete Reservoirs at the Lexington Pump Station—"Super/Special Majority Omnibus Vote"

Item 2: Resolution No. R-40-08: A Resolution Approving and Authorizing the Execution of a Sixth Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-41-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the August 14, 2008, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-42-08: A Resolution Approving a First Amendment to Task Order No. 4 under the Master Contract with Greeley and Hansen LLC—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

None

NEW BUSINESS

Commissioner Murphy moved to confirm Chairman Rathje's appointment of William Mueller to serve as Vice-Chairman of the Board of Commissioners for a term expiring April 30, 2010, or until his successor is duly appointed and confirmed. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Hartwig moved to confirm Chairman Rathje's appointments of Commissioners to serve on the Committees, as Chair or otherwise, as set forth in Chairman Rathje's memorandum dated August 8, 2008, for a term expiring April 30, 2010 or until their successors are duly appointed and confirmed. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

General Manager Martin advised the Board that due to budget constraints, state funding for the completion of a water supply study commissioned by the Regional Water Supply Planning Group under Executive Order 2006-01 was cut off, at least until January of 2009. According to the General Manager, the study is being conducted by the Illinois Geologic and Water Surveys, is approximately 75% complete, and $400,000 is needed before year-end if the study is to be completed using the same resources and personnel. General Manager Martin added that he had obtained a commitment from the University of Illinois to contribute $300,000 towards the effort if the remainder of the money could be obtained from other sources. Though noting that he is in the process of soliciting contributions from the surrounding counties, General Manager Martin requested authorization from the Board to contribute up to $20,000 towards funding the completion of the water supply study.

After Commissioner Maio directed the General Manager to encourage the 11 counties involved to contribute more proportionate shares, and General Manager Martin noted that the actual amount contributed by the Commission toward the funding effort would be brought back to the Board for final approval and ratification, Commissioner Murphy moved to authorize an expenditure of up to $20,000 toward funding the completion of the water supply study commissioned by the Regional Water Supply Planning Group under Executive Order 2006-01. Seconded by Commissioner Elliott and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Before moving on to the next Agenda Item, Commissioner Hartwig requested that General Manager Martin keep the Legislative Committee of the DuPage Mayors and Managers Conference notified of any funding reauthorization efforts to be made during the next legislative session. Commissioner Chaplin also suggested that the Commission should contact its local legislators to assist in the funding reauthorization

effort, and General Manager Martin responded that he would send the Board copies of the letters that had been sent to date.

ACCOUNTS PAYABLE

Commissioner Zay moved to approve the Accounts Payable in the amount of $1,356.65 subject to submission of all contractually required documentation. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: T. Bennington, E. Chaplin, T. Elliott, L. Hartwig, W. Maio, W. Murphy, A. Poole, F. Saverino, J. Zay, and L. Rathje

Nays: None

Absent: G. Matthews, W. Mueller, and D. Zeilenga

EXECUTIVE SESSION

None

Before the meeting was adjourned, Commissioner Maio suggested that all restroom faucets at the Commission be converted to faucets that automatically turn on and shut off in order to conserve water. General Manager Martin responded that the faucets in the men's restroom in the lower basement had already been converted in a trial run and that conversion of the faucets in the other restrooms would soon follow.

Commissioner Maio moved to adjourn the meeting at 8:10 P.M. Seconded by Commissioner Zay 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
August 31, 2008

	CURRENT MONTH			YEAR TO DATE		
REVENUE	FY 2009	FY 2008	INC - (DEC)	FY 2009	FY 2008	INC - (DEC)
WATER SALES (NOTE 1)	$ 3,795,346	4,106,771	(311,425)	12,849,734	14,414,231	(1,564,497)
SALES TAX	2,901,934	3,244,753	(342,819)	11,124,571	11,774,011	(649,440)
INVESTMENT INCOME	90,710	143,252	(52,542)	523,487	659,374	(135,887)
OTHER INCOME	-	-	-	-	-	-
TOTAL REVENUE	6,787,990	7,494,776	(706,786)	24,497,792	26,847,616	(2,349,824)
EXPENDITURES						
PERSONAL SERVICES	312,447	301,615	10,832	1,329,855	1,484,008	(154,153)
PROFESSIONAL SERVICES	38,584	8,341	30,243	129,923	63,789	66,134
CONTRACTUAL SERVICES	15,191	40,596	(25,405)	35,916	77,272	(41,356)
INSURANCE	16,493	15,082	1,411	51,152	40,753	10,399
WATER SUPPLY COSTS	5,732,713	5,053,709	679,004	18,428,086	17,719,023	709,063
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	11,707,843	11,490,093	217,750
LAND AND RIGHT OF WAY	-	-	-	-		-
CAPITAL EQUIPMENT PURCHASES	161,265	33,410	127,855	388,392	560,537	(172,145)
TOTAL EXPENDITURES	6,276,693	5,452,753	823,940	32,071,167	31,435,475	635,692
REBATES	-			40,000,000	-	
TRANSFER TO OTHER GOVERNMENTS	-	-		15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	511,297	2,042,023	(1,530,726)	(62,573,375)	(19,587,859)	(2,985,516)

FUNDS CONSIST OF:	August 31, 2008	August 31, 2007	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	141,758	1,146,729	(1,004,971)
CASH AT HARRIS BANK	64,857	75,535	(10,678)
TOTAL CASH	214,941	1,230,590	(1,015,649)

	August 31, 2008	August 31, 2007	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	20.44%	24.74%	-26.3%	15,052,092	20,434,348	(5,382,256)
ILLINOIS FUNDS PRIME FUND	24.83%	21.40%	3.5%	18,288,422	17,673,353	615,069
GOVERNMENT MONEY MARKET FUNDS	0.01%	1.09%	-99.4%	5,465	903,896	(898,431)
U. S. TREASURY INVESTMENTS	26.88%	20.69%	15.9%	19,797,448	17,087,786	2,709,662
U. S. AGENCY INVESTMENTS	0.00%	0.00%	0.0%	-	-	-
CERTIFICATES OF DEPOSIT	27.84%	32.08%	-22.6%	20,500,000	26,500,000	(6,000,000)
TOTAL INVESTMENTS	100.00%	100.00%		73,643,427	82,599,383	(8,955,956)
TOTAL FUNDS				73,858,368	83,829,973	(9,971,605)
UNRESTRICTED FUNDS				22,930,888	34,220,252	
RESTRICTED FUNDS				50,927,480	49,609,721	
TOTAL FUNDS				73,858,368	83,829,973	

DATE: September 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Operations
ITEM	A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the September 11, 2008, DuPage Water Commission Meeting Resolution No. R-43-08	**APPROVAL**	

Account Number: 01-60-6560

The Commission entered into a master contract with Consoer Townsend Envirodyne Engineers, Inc. (CTE) 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-43-08 would approve the following Task Orders to the Master Contract:

Task Order No. 22: DPPS South Wall Remediation

Under Task Order No. 22, CTE will (a) provide an architectural and structural engineering evaluation of observed masonry and concrete distress associated with the interior and exterior of the south wall of the pump station; (b) recommend various alternative remedial measures; and (c) prepare pricing and quantity proposal forms, final drawings, and specifications for the remedial measure selected by the Commission based upon CTE's economic analysis and opinion of probable costs.

The services will be provided in two phases: The Study and Report Phase and the Design Phase. Approval of this Task Order would authorize CTE to proceed with the Study and Report Phase of services at a cost not to exceed $5,460.00. The not to exceed cost of the Design Phase of services will be established by amendment to be approved by the Commission and CTE prior to the commencement of such phase of services.

MOTION: To approve Resolution No. R-43-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-43-08

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE SEPTEMBER 11, 2008, 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 _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-43-08.doc

EXHIBIT 1

TASK ORDER NO. 22

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**:

   DPPS South Wall Remediation

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

   Evaluation of masonry and concrete failures associated with the interior and exterior of the south wall of the pump station; recommendation of various remedial measures; and preparation of associated construction contract documentation.

3. **Services of Consultant**:

   A. Study and Report Phase

      i. Perform a detailed architectural and structural engineering inspection of the affected areas while discussing possible remedies with Owner's staff.

      ii. Provide economic analysis of various alternative remedial measures to be considered.

      iii. Prepare, for review and approval by Owner, a letter report summarizing the foregoing, together with Consultant's recommendation and opinion of probable Construction Cost for each alternative considered.

   B. Design Phase

      After written authorization to proceed:

      i. For the remedial measure selected by Owner based upon Consultant's economic analysis and opinion of probable costs, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent, and character of the work to be furnished and performed by the construction contractor.

      ii. 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 construction contract documents.

iii. Furnish three copies of the proposal forms, drawings, and specifications, together with Consultant's revised opinion of probable Construction Cost, based upon the drawings and specifications and the other bidding and construction contract documents, for review and approval by Owner, and review them in person with Owner.

C. Additional Services

None

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

None

5. **Commencement Date**:

September 15, 2008

6. **Completion Date**:

A. Study and Report Phase: October 31, 2008, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Design Phase: To be established by amendment to this Task Order as Owner and Consultant may agree prior to the commencement of such phase of Services.

7. **Submittal Schedule**:

None

8. **Key Project Personnel**:

None

9. **Contract Price**:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times 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, but not to exceed, in each

phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

Phase	Not to Exceed
Study and Report	$5,460.00
Design	To be established by amendment to this Task Order as Owner and Consultant may agree prior to the commencement of such phase of Services.

10. **Payments**:

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

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

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

11. **Modifications to Contract**:

Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances. Consultant shall not use, nor be entitled to use, any of Owner's safety-related equipment, including without limitation:

a. Owner's fall-protection, fall-restraint, or fall-arrest equipment; and

b. Owner's ladders or work platforms, forklifts, movable or overhead cranes, or other materials handling equipment.

Consultant must also provide its own Personal Protective Equipment (PPE), including but not limited to: safety eyewear/safety glasses, head/face shields,

and hard hats, as appropriate for the potential hazards to be encountered as determined by Consultant.

12. **Attachments**:

None

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

The Effective Date of this Task Order is September 12, 2008.

DuPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

DATE: September 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Safety Coordinator
ITEM	A Resolution Approving and Authorizing the Execution of a Master Contract with Jacques Whitford Company, Inc. for Professional Consulting Services Resolution No. R-44-08	**APPROVAL**	

Account Number: 01-60-6627

Resolution No. R-44-08 would approve a master contract with Jacques Whitford Company, Inc. for professional consulting services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-44-08 would also approve the following Task Orders to the Master Contract:

Task Order No. 1: Baseline Audit Assessment at the DuPage Pumping Station and at a Representative Sampling of Remote Facilities

Task Order No. 1 is for a baseline Environmental, Health, and Safety (EHS) audit assessment at the DuPage Pumping Station, together with a baseline EHS audit assessment at a representative sampling of the Commission's remote facilities, to determine regulatory compliance and training requirements and to identify hazards, controls, and the type of industrial hygiene studies that may be required. Cost of this Task Order is not-to-exceed $10,000.00.

Task Order No. 2: Indeterminate Environmental, Health, and Safety Auditing and Industrial Hygiene Consulting Services

In connection with the development and implementation of the Commission's Environmental, Health, and Safety (EHS) hazard control program, the Safety Coordinator may need the immediate assistance of an EHS consultant, and Jacques Whitford has significant expertise and knowledge concerning these types of services. Task Order No. 2 is for indeterminate EHS Auditing and Industrial Hygiene Consulting Services as may be assigned by the General Manager and confirmed by an authorized officer of Jacques Whitford at a cost not-to-exceed $5,000.00 per assignment.

MOTION: To approve Resolution No. R-44-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-44-08

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER CONTRACT WITH JACQUES WHITFORD COMPANY, INC. FOR PROFESSIONAL CONSULTING SERVICES

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

WHEREAS, the Commission desires to obtain from time to time, and Jacques Whitford Company, Inc., a Delaware corporation ("Consultant"), desires to provide from time to time, professional consulting services in connection with various projects; and

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

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desire to provide under the master contract, professional consulting assistance in connection with (i) a baseline Environmental, Health, and Safety (EHS) audit assessment and (ii) Indeterminate EHS Auditing and Industrial Hygiene Consulting Services;

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

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

SECTION TWO: A Master Contract between the DuPage Water Commission and Jacques Whitford Company, Inc. for Professional Consulting Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Master Contract in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Master Contract executed by Jacques Whitford Company, Inc.

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order Nos. 1 and 2 to the Master Contract, in substantially the forms attached hereto as Exhibits 2 and 3, respectively, with such modifications as may be required or approved by the General Manager, shall be and the hereby are approved and the General Manager shall be and hereby is authorized and directed to execute Task Order Nos. 1 and 2 to the Master Contract in substantially the forms attached hereto as Exhibits 2 and 3, respectively, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order Nos. 1 and 2 to the Master Contract shall not be so executed

on behalf of the Commission unless and until the General Manager shall have been presented with copies of Task Order Nos. 1 and 2 executed by Jacques Whitford Company, Inc. Upon execution by the General Manager, Task Order Nos. 1 and 2 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-44-08.doc

EXHIBIT 1

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

JACQUES WHITFORD COMPANY, INC.

FOR

PROFESSIONAL CONSULTING SERVICES

MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

JACQUES WHITFORD COMPANY, INC.

FOR

PROFESSIONAL CONSULTING SERVICES

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MASTER CONTRACT BETWEEN

DuPAGE WATER COMMISSION

AND

JACQUES WHITFORD COMPANY, INC.

FOR

PROFESSIONAL CONSULTING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Jacques Whitford Company, Inc., 835 Oak Creek Drive, Lombard, Illinois 60148, a Delaware corporation ("Consultant"), make this Contract as of the 12th day of September, 2008, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.

3. Insurance. Procure and furnish all certificates of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

D. Safety at the Work Sites. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be solely and completely responsible for providing and maintaining safe conditions at its workplace on or in the vicinity of Owner's facilities and appurtenances during performance of the Services. Consultant shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property. In addition::

1. Consultant shall employ or hire a competent safety representative or subcontractor, who is capable of identifying predictable and existing conditions that are unsanitary, hazardous, or dangerous to persons or property, to devise, supervise, and ensure compliance with all safety precautions and programs as shall be necessary to comply with all applicable laws, regulations, and guidelines, including without limitation OSHA, and to prevent injury to persons and damage to property. Consultant shall advise Owner, in writing, of such safety representative's name, address, and telephone number or numbers where such safety representative may be reached at all times, 24 hours per day, and such safety representative shall have full and complete authority to promptly correct or eliminate any such unsanitary, hazardous, or dangerous conditions. Owner shall not be responsible for conditions on or in the vicinity of Owner's facilities and appurtenances, nor for the safety of persons or property, during the performance of the Services.

2. Consultant is advised that potentially hazardous conditions described in the Illinois Health and Safety Act, federal OSHA Regulations and Guidelines, ANSI Standard B30.5-1968 as amended, ANSI Standard Z117.1-1995 as amended, and Illinois Department of Labor Rules and Regulations, could be encountered during the performance of the Services, including without limitation energized electrical facilities and overhead wires; cranes, derricks, and other hoisting machinery with operational and use limitations, special hazard warnings and instructions, and revolving superstructures requiring proper barricading; underground utility facilities requiring protection, support, or removal to safeguard

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

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

hazardous conditions is provided solely to assist Consultant in the performance of these duties, in the interest of maximum safety.

1.8 Owner's Responsibilities

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

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

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

date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

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

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If

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

ARTICLE III
CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Warranty of Services

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

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does

not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

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

3.3 Risk of Loss

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such negligent errors or omissions, negligent acts, or failure to meet warranty. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs. This notwithstanding, in no event shall Consultant be liable for any special, indirect, or consequential damages as a result of the Services performed under a Task Order.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Insurance

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

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

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

   (a) Worker's Compensation: Statutory;

   (b) Employer's Liability:

   $500,000 injury-per occurrence

   $500,000 disease-per employee

   $500,000 disease-policy limit

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

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

   All employees shall be included as insureds.

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

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

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

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

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

   Coverages shall include:

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

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

5. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying

insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

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

Commercial Motor Vehicle Liability

Commercial General Liability

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

4.2 Indemnification

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner. This notwithstanding, in no event shall Consultant be liable for any special, indirect, or consequential damages as a result of the Services performed under a Task Order.

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use

on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit

verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI
REMEDIES

6.1 Owner's Remedies

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

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.

2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.

3. Owner may terminate the Task Order for such Project without liability for further payment of amounts due or to become due under the Task Order for such Project.

4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including reasonable attorneys' fees and administrative

expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover direct damages suffered by Owner but in no event shall Consultant be liable for any special, indirect, or consequential damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any

other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 Security

A. Description. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be

engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

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

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

2. Education History

3. Military Service

4. Character and Reputation References

5. Verification of Identity

6. Fingerprints

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

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

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the

badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

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

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

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

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

Jacques Whitford Company, Inc.
835 Oak Creek Drive
Lombard, Illinois 60148
Attention: David Russian
Project Manager

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

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

7.10 Governing Laws

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

7.11 Changes in Laws

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

7.12 Compliance with Laws and Grants

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

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

performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

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

7.13 Documents

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

7.14 Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments

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

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

(SEAL)

Attest/Witness:

By: _____
Maureen A. Crowley
Clerk

DuPAGE WATER COMMISSION

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

Attest/Witness:

By: _____

Title: _____

JACQUES WHITFORD COMPANY, INC.

By: _____
Robert P. Youden
President

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:

    a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.

    b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.

    c. Provide economic analysis of various alternatives.

    d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:

    a. Determine the general scope, extent and character the Project.

    b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.

    c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:

   a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.

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

   c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:

   a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.

   b. Issue addenda as appropriate and approved by Owner.

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

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

   e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:

a. Furnish advice and consulting services during the construction period.

b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.

c. Consult and advise on the interpretation of the construction contracts.

d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.

e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.

f. Review contractors' breakdown of cost, material quantities and scheduling.

g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.

h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.

i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.

j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.

k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

l. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.

m. Prepare and continuously update drawings of record, and submit quarterly updates to Owner in electronic CADD files and/or other electronic file format acceptable to Owner operating on an IBM compatible microcomputer under a Windows operating system.

6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:

a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.

b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacques Whitford Company, Inc. ("Consultant") for Professional Consulting Services dated September 12, 2008 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   [Insert Title, Description and Scope of the Project]

2. **Services of Consultant**:

   A. Basic Services:

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

   B. Additional Services:

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

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

   [List or state "none"]

4. **Commencement Date**:

   ☐ the date of execution of this Task Order by Owner.

   ☐ _____ days following execution of this Task Order by Owner.

   ☐ _____ days following issuance of Notice to Proceed by Owner.

   ☐ _____, 200_.

5. **Completion Date**:

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

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

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

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule**:

Submittal: Due Date:

7. **Key Project Personnel**:

Names: Telephone:

8. **Contract Price**:

☐ BILLING RATE TASK ORDER

For use with single phase projects or multiple phase projects with single not to exceed cost limitation:

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

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

For use with multiple phase projects with separate not to exceed cost limitations:

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

Phase	Not to Exceed
Study and Report	$
Preliminary Design	$
Final Design	$
Bidding/Negotiation	$
Construction	$

Phase	Not to Exceed
Operational	$
_____	$

☐ LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

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

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

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

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

☐ COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

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

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

For use with multiple phase projects with separate pricing:

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

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

☐ DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

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

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

For use with multiple phase projects with separate pricing:

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

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

☐ PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. **Payments**:

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

For use with Billing Rate Task Orders:

Direct Labor Costs shall mean the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

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

For use with Lump Sum Task Orders:

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

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

OR

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

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

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

Study and Report	_____ %
Preliminary Design	_____ %

Final Design	_____%
Bidding/Negotiation	_____%
Construction	_____%
Operational	_____%
_____	_____%

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

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

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

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

10. **Special Safety Requirements**:

[state "none" or:

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

precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

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

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

11. **Modifications to Contract**:

[Describe Contract modifications or state "none"]

12. **Attachments**:

[List or state "none"]

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

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

DuPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

JACQUES WHITFORD COMPANY, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: Jacques Whitford Company, Inc., 835 Oak Creek Drive, Lombard, Illinois 60148

E-mail Address:

Phone:

Fax:

EXHIBIT 2

TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacques Whitford Company, Inc. ("Consultant"), for Professional Consulting Services dated September 12, 2008 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Baseline Audit Assessment at the DuPage Pumping Station and at a Representative Sampling of Remote Facilities

2. **Services of Consultant**:

   A. Basic Services:

      Perform a baseline Environmental, Health, and Safety (EHS) audit assessment at the DuPage Pumping Station, together with a baseline EHS audit assessment at a representative sampling of the Commission's remote facilities, to determine regulatory compliance and training requirements and to identify hazards, evaluate the hazards identified, recommend methods of control for the hazards identified, and the type of any other industrial hygiene studies that may be required.

   B. Additional Services:

      None

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

   None

4. **Commencement Date**:

   The date of execution of this Task Order by Owner

5. **Completion Date**:

   None

6. **Submittal Schedule**:

   None

7. **Key Project Personnel**:

   Richard M. Petitte, MS, ASP (630) 495-3813 x3110

8. **Contract Price**:

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

Notwithstanding the foregoing, the total Contract Price shall not exceed $10,000.00, 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 the billing rates assigned to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project.

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. **Special Safety Requirements**:

None

11. **Modifications to Contract**:

None

12. **Attachments**:

None

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

The Effective Date of this Task Order is September 12, 2008.

DuPAGE WATER COMMISSION

BY: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Facilities Construction Supervisor/Safety Coordinator

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

JACQUES WHITFORD COMPANY, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Richard M. Petitte, MS, ASP

Title: Regional Safety Specialist

Address: Jacques Whitford Company, Inc., 835 Oak Creek Drive, Lombard, Illinois 60148

E-mail Address: richard.pettite@jacqueswhitford.com

Phone: (630) 495-3813 x3110

Fax: (630) 495-3817

ATTACHMENT A-1

DIRECT LABOR COSTS
(For Billing Rate Task Orders Only)

PRINCIPAL	$ 150.00/HR
INDUSTRIAL HYGIENIST (CIH)	$ 140.00/HR
SENIOR PEER REVIEWER	$ 150.00/HR
STAFF EHS PROFESSIONAL	$ 112.00/HR
ADMINISTRATIVE STAFF	$ 150.00/HR

EXHIBIT 3

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Jacques Whitford Company, Inc. ("Consultant"), for Professional Consulting Services dated September 12, 2008 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Indeterminate Environmental Health and Safety Auditing and Industrial Hygiene Consulting Services

2. **Services of Consultant**:

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

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

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

4. **Commencement Date**:

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

5. **Completion Date**:

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

6. **Submittal Schedule**:

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

7. **Key Project Personnel**:

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

8. **Contract Price**:

   As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing, but not to exceed $5,000.00 per assignment 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:

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

10. **Special Safety Requirements**:

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

11. **Modifications to Contract**:

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

12. **Attachments**:

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

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

The Effective Date of this Task Order is September 15, 2008.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: R. Christopher Bostick

Title: Safety Coordinator

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

JACQUES WHITFORD COMPANY, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Richard M Petitte, MS, ASP

Title: Regional Safety Specialist

Address: 835 Oak Creek Drive, Lombard, Illinois 60148

E-mail Address: richard.petitte@jacquewhitford.com

Phone: (630) 495-3813 x3110

Fax: (630) 495-3817

DATE: September 5, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Instrumentation / Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with EN Engineering, LLC at the September 11, 2008, DuPage Water Commission Meeting Resolution No. R-45-08	**APPROVAL**	

Account No.: 01-60-6632

The Commission entered into a master contract with EN Engineering, LLC dated December 12, 2006, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-45-08 would approve the following Task Orders to the Master Contract:

Task Order No. 12: Annual Servicing of Standpipe Rectifiers

Approval of this Task Order would authorize EN Engineering to provide annual inspection, maintenance, and adjustment services for the existing cathodic protection rectifiers at Owner's five standpipes. The not to exceed cost for this Task Order is $15,000.00.

MOTION: To approve Resolution No. R-45-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-45-08

A RESOLUTION APPROVING AND RATIFYING CERTAIN TASK ORDERS UNDER A MASTER CONTRACT WITH EN ENGINEERING, LLC AT THE SEPTEMBER 11, 2008, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with EN Engineering, LLC (the "Consultant") dated December 12, 2006, to provide, from time to time, professional engineering services in connection with various projects of the Commission (the "Master Contract"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master

Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-45-08.doc

EXHIBIT 1

TASK ORDER NO. 12

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner" or "DWC") and EN Engineering, LLC ("Consultant" or "ENE") for Professional Engineering Services dated December 12, 2006 (the "Contract"), Owner and Consultant agree as follows:

1. **Project**:

   Annual Servicing of Standpipe Rectifiers

   Provide annual inspection, maintenance, and adjustment services for the existing cathodic protection rectifiers at Owner's five standpipes.

2. **Services of Consultant**:

   A. Basic Services:

      1. Inspect, test, and clean the existing cathodic protection rectifiers, including controls, meters, contacts, wiring and connections, at Owner's five standpipes listed below:

         - Standpipe No. 1, Roselle
         - Standpipe No. 2, Glendale Heights
         - Standpipe No. 3, Naperville
         - Standpipe No. 4E, Lisle Township
         - Standpipe No. 4W, Lisle Township

         Replace fuses as required.

      2. Test and adjust the rectifier systems at all five of Owner's standpipes, including but not limited to the following:

         - Tank-to-water potential profile within each tank to monitor and verify effectiveness of system.
         - Electrical measurements to test anode and reference cells.
         - Adjust systems for optimum corrosion control on submerged metal surface of tank.

      3. Replace the aircraft warning lights at all five of Owner's standpipes. Owner will supply the aircraft warning lights.

      4. Inspect the cathodic protection system and re-attach the cathodic protection support ropes and make other repairs, as needed, at

Standpipe #3 after Owner drains the tank in October 2008. These Services include, but are not limited to, the following:

- Remove all of the quick links connected to the eye loops at the 35 foot level and reconnect the upper braided ropes to the braided eye rings at the 35 foot level by tying the ropes directly to the appropriate eye loops. All 16 existing quick link connectors will be removed.
- Inspect the braided polyester ropes connected to the eye rings at the 8 foot level. Reconnect any of the lower braided support ropes that show signs of fraying.
- Replace the existing IHRP reference electrodes.
- Inspect the through wall cable connections for damage and replace any damaged cabling.
- Install rigid piping to prevent icing on walls.
- After all rope connections, anode materials, splices, and cables are attached and finally inspected; set ropes in a position that will allow for the anode system to move into the correct position as the tank is refilled.

5. Prepare, for review and approval by Owner, a report summarizing the results of the foregoing for each separate standpipe, including all data obtained, evaluation of data obtained, and operating recommendations.

B. Additional Services:

None

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

None

4. **Commencement Date**:

September 12, 2008

5. **Completion Date**:

90 days following 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**:

Names:	Telephone:
Dave Schramm	630.353.4039
Jenny Hudson	630.353.4034
Ron Turner	630.353.4037
Kristi Roe	630.353.4024

8. **Contract Price**:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5 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 $15,000.00 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 salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

10. **Special Safety Requirements**:

Even though Consultant is required to independently assess the potentially hazardous conditions at its workplace on or in the vicinity of Owner's facilities

and appurtenances and take the necessary precautions to ensure a safe workplace pursuant to the Contract and Consultant's legal obligations, Consultant is advised that Owner has designated its standpipes as permit-required confined spaces because the spaces are confined and enclosed and subject to the accumulation of hazardous substances or toxic or flammable contaminants or have oxygen deficient or other hazardous atmospheres, requiring, among other things, independent fall protection, respiratory equipment, ventilation, two-way communication with the outside, and safe means of egress, and permit space entry shall be only through compliance with a permit space program meeting the requirements of OSHA and other applicable law. Owner will inform Consultant of the precautions and procedures that Owner has implemented for the protection of Owner's employees in or near the Work site or sites where Consultant's personnel will be working. Consultant shall inform Owner of the precautions and procedures that Consultant has implemented for the protection of Consultant's employees in or near the standpipes, including the permit space program that Consultant will follow and of any hazards confronted or created in permit spaces. When both Consultant and Owner personnel will be working simultaneously in or near permit spaces, Owner and Consultant shall coordinate entry operations as required by OSHA and other applicable law.

In addition, Consultant is reminded that one of the purposes of the Project is to test and adjust the rectifiers at the standpipes and, therefore, it would be reasonable to assume that hazardous electrical voltage and current may be present at any time during the Services. Consultant shall not rely upon Owner's energy control program and procedures or Owner's placement of lockout/tagout devices, Owner's verification of isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, or Owner's notification of affected employees. Consultant shall independently affix its own lockout/tagout devices, independently verify isolation, deenergization, and readiness of the workplace or places for release from lockout/tagout, and independently notify affected employees in accordance with Consultant's own energy control program and procedures and as required by OSHA and other applicable law. Owner and Consultant shall inform each other of their respective lockout/tagout programs and procedures and Owner shall instruct its employees to comply with the restrictions and prohibitions of Consultant's energy control program and procedures.

Finally, Consultant must ensure that all personnel observe all appropriate safety precautions when working on or in the vicinity of Owner's facilities and appurtenances, and shall:

i. Provide its own fall-protection, fall-restraint, or fall-arrest equipment; and

ii. Provide its own confined space entry equipment, including gas monitors, ventilation, and personnel retrieval systems.

11. **Modifications to Contract**:

None

12. **Attachments**:

None

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

The Effective Date of this Task Order is September 12, 2008.

DuPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John W. Schori

Title: Instrumentation / Remote Facilities Supervisor

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

E-mail Address: schori@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

EN ENGINEERING, LLC

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David A. Schramm

Title: Vice President, Pipeline Integrity and Corrosion Services

Address: 7135 Janes Avenue, Woodridge, Illinois 60517

E-mail Address: dschramm@enengineering.com

Phone: (630) 353-4039

Fax: (630) 353-7777

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: September 5, 2008

SUBJECT: Old Business
Funding of Water Supply Study

At the August 14, 2008 Commission meeting I explained that the funding for the Northeast Illinois Regional Water Supply Panning Group (RWSPG) and the East Central Regional Water Supply Planning Committee (RWSPC) has been eliminated as part of the current budget crisis in Illinois. This will result in suspension of the supply study portion of the projects by the Illinois State Water Survey (ISWS) and the Illinois State Geological Survey (ISGS). The ISWS and the ISGS, as of July 1, 2008, became part of the University of Illinois.

We have been meeting with representatives of the University of Illinois, proposing that the University continue the work on the water supply studies until January 1, 2009, at which time we are hopeful that funding for the planning groups will be reinstated. The Vice Chancellor for Research at the University of Illinois is supportive of the University continuing the work, but has asked that we also find organizations to partner with the University of Illinois. The cost to continue the work until January 1, 2009 has been estimated to be $400,000. The Vice Chancellor is going to recommend that University fund the $300,000. The following is the status of the contributions to date.

Entity	Committed Contribution	Possible Contribution	Status
Boone County			Evaluating possible contribution
Cook County			Not seeking contribution because of their non involvement with RWSPG
DeKalb County	$5,000		Awaiting procedures for sending contribution
DuPage Water Commission	$20,000		Awaiting procedures for sending contribution
Grundy County			Not seeking contribution

			because of their non involvement with RWSPG
Kane County			Have made previous contributions; Not going to participate
Kankakee County		$5,000	Working out the details within the county
Kendall County			RWSPG representative is on medical leave
Lake County	$20,000		Awaiting procedures for sending contribution
McHenry County		$10,000	Working out the details within the county
Will County		$20,000	Working out the details within the county
Aqua Illinois	$5,000		Awaiting procedures for sending contribution
Chicago			Will not participate
Chicago Community Trust		$20,000	Working out the details
East Central Regional Water Supply Planning Committee			Will not participate
Illinois American Water Company	$10,000		Awaiting procedures for sending contribution
Metropolitan Water Reclamation District of Chicagoland		$20,000	RWSPG representative is requesting participation by MWRDC
Plumbing Contractors Association of Chicago and Cook County Plumbing Council of Chicagoland			RWSPG representative is requesting participation
Total	$60,000	$75,000	

At the August 14, 2008 Commission meeting the board concurred with my request for the Commission to contribute up to $20,000 towards this effort. Because of this matter was not listed on the August agenda it is necessary for the Board to ratify their decision at the September 11, 2008 meeting.

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: September 5, 2008

SUBJECT: Summary of Action Since Previous Meeting

1. The 2007-2008 Annual Report has been completed and will be distributed along with the Financial Audit and Compliance Examination for Fiscal Year Ending April 30, 2008 on September 12, 2008.

Administration/Memorandums/Summary of Action 080905.doc

PACKET: 01071 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1101 HOLLAND & KNIGHT LLP						
I-200809021806		LEGAL SERVICES: JULY 2008	2,694.50			
9/11/2008	IL	DUE: 8/25/2008 DISC: 8/25/2008		1099: N		
		LEGAL SERVICES: JULY 2008		01 60-6251	LEGAL SERVICES- GENERAL	2,694.50
		=== VENDOR TOTALS ===	2,694.50			
01-1137 ROSSI CONTRACTORS, INC.						
I-QR7-019A		REMV/REPLC MANHOLE FRAME & LI	7,524.46			
9/11/2008	IL	DUE: 9/02/2008 DISC: 9/02/2008		1099: N		
		REMV/REPLC MANHOLE FRAME & LID		01 60-6631	PIPELINE REPAIRS	7,524.46
I-QR7-021A		EXPLORATORY EXCAVATION @ DPPS	7,005.57			
9/11/2008	IL	DUE: 9/02/2008 DISC: 9/02/2008		1099: N		
		EXPLORATORY EXCAVATION @ DPPS		01 60-6631	PIPELINE REPAIRS	7,005.57
I-QR8-001A		INSTALL 12" DIAMTR STORM SEWE	39,939.49			
9/11/2008	IL	DUE: 9/02/2008 DISC: 9/02/2008		1099: N		
		INSTALL 12" DIAMTR STORM SEWER		01 60-7211.02	CADWELL AVE ENGINEERING	39,939.49
I-QR8-002A		REMV/REPLC MANHOLE FRAME & LI	4,046.51			
9/11/2008	IL	DUE: 9/02/2008 DISC: 9/02/2008		1099: N		
		REMV/REPLC MANHOLE FRAME & LID		01 60-6631	PIPELINE REPAIRS	4,046.51
		=== VENDOR TOTALS ===	58,516.03			
		=== PACKET TOTALS ===	61,210.53			

PACKET: 01071 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	61,210.53
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	61,210.53

** 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
	2008-2009	01 -60-6251	LEGAL SERVICES- GENERAL	2,694.50	90,000	84,531.50				
		01 -60-6631	PIPELINE REPAIRS	18,576.54	920,000	864,307.36				
		01 -60-7211.02	CADWELL AVE ENGINEERING	39,939.49	0	83,115.81-	Y			
			** 2008-2009 YEAR TOTALS	61,210.53						

PACKET: 01071 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	9/2008	61,210.53

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

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
1212		A.M. BEST COMPANY, INC.							
	I-2237165	RENEW SUBSCRIPTION	R	8/14/2008	151.95		004349		151.95
				*** VENDOR TOTALS ***			1 CHECKS		151.95
1460		ACRES GROUP							
	I-AEI_0052513	LANDSCAPE MAINT.: JULY 2008	R	8/14/2008	3,375.00		004350		3,375.00
				*** VENDOR TOTALS ***			1 CHECKS		3,375.00
1168		ADMIRAL MECHANICAL SERVICES							
	I-45694	A/C REPAIRS	R	8/04/2008	433.00		004295		433.00
				*** VENDOR TOTALS ***			1 CHECKS		433.00
1594		AIR FILTER ENGINEERS, INC.							
	I-0143289-IN	RECHARGE CARBON CELLS	R	8/27/2008	8,237.45		004402		8,237.45
				*** VENDOR TOTALS ***			1 CHECKS		8,237.45
1291		ALEXANDER CHEMICAL CORPORATION							
	I-0399982	SODIUM HYPOCHLORITE	R	8/04/2008	3,233.63		004296		3,233.63
1291		ALEXANDER CHEMICAL CORPORATION							
	I-0401073	SODIUM HYPOCHLORITE	R	8/14/2008	3,372.72		004351		3,372.72
				*** VENDOR TOTALS ***			2 CHECKS		6,606.35
1566		ALLIANCE FOR WATER EFFICIENCY							
	I-200808011780	ANNUAL MEMBERSHIP	R	8/04/2008	2,250.00		004297		2,250.00
				*** VENDOR TOTALS ***			1 CHECKS		2,250.00
1087		ALLIANCE WINDOW CLEANING INC.							
	I-92405	WINDOW WASHING: JULY 2008	R	8/04/2008	164.00		004298		164.00
				*** VENDOR TOTALS ***			1 CHECKS		164.00
1459		ALPHA BUILDING MAINTENANCE SER							
	I-8731 DWC	JANITORIAL SERVICE: 08/08	R	8/14/2008	1,584.00		004352		
	I-8732 DWC	JANITORIAL SUPPLIES	R	8/14/2008	179.59		004352		1,763.59
				*** VENDOR TOTALS ***			1 CHECKS		1,763.59
1088		AMERICAN WATER WORKS ASSOCIATI							
	I-1000397380	WATER WORKS CLASSROOM KIT	R	8/14/2008	108.50		004353		108.50
				*** VENDOR TOTALS ***			1 CHECKS		108.50
1516		ARAMARK REFRESHMENT SERVICES							
	I-518834	COFFEE & SUPPLIES	R	8/04/2008	193.03		004299		193.03
				*** VENDOR TOTALS ***			1 CHECKS		193.03

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
1595		ARGUS-HAZCO							
	I-2758230-0001	NOISE SURVEYING EQUIP RENTAL	R	8/27/2008	30.00		004403		30.00
				*** VENDOR TOTALS ***			1 CHECKS		30.00
1397		AT&T							
	I-200807301772	DPPS PHONE SERV.: 07/16-08/15	R	8/04/2008	792.49		004300		
	I-200808011779	DPPS PHONE SERV.: 07/22-08/21	R	8/04/2008	397.08		004300		1,189.57
1397		AT&T							
	I-200808141785	TANK SITE # 1: 08/04-09/03	R	8/14/2008	20.79		004354		20.79
1397		AT&T							
	I-200808271802	DPPS PHONE SERV.: 08/16-09/15	R	8/27/2008	794.81		004404		794.81
				*** VENDOR TOTALS ***			3 CHECKS		2,005.17
1393		AT&T LONG DISTANCE							
	I-200808141786	DPPS LONG DIST. SERV.: 07/08	R	8/14/2008	108.77		004355		108.77
				*** VENDOR TOTALS ***			1 CHECKS		108.77
1015		AUTOZONE, INC.							
	I-2568360564	MAINTENANCE SUPPLIES	R	8/04/2008	21.48		004301		
	I-2568386719	VEHICLE MAINTENANCE	R	8/04/2008	45.02		004301		66.50
				*** VENDOR TOTALS ***			1 CHECKS		66.50
1072		AVALON PETROLEUM COMPANY							
	I-438284	GASOLINE	R	8/04/2008	2,807.30		004302		2,807.30
1072		AVALON PETROLEUM COMPANY							
	I-439184	GASOLINE	R	8/27/2008	3,645.00		004405		3,645.00
				*** VENDOR TOTALS ***			2 CHECKS		6,452.30
1012		BAXTER AND WOODMAN							
	I-0136577	METERSHOP DATABASE PROGRAMMING	R	8/04/2008	104.00		004303		104.00
				*** VENDOR TOTALS ***			1 CHECKS		104.00
1585		BLACK BOX CORPORATION							
	I-059981	SCADA/INSTRUMENTATION	R	8/04/2008	249.79		004304		249.79
				*** VENDOR TOTALS ***			1 CHECKS		249.79
1461		BUSINESS CARD							
	I-200807301773	ADMIN, BOOKS, PARKING, I-PASS	R	8/04/2008	2,370.70		004305		2,370.70
1461		BUSINESS CARD							
	I-200808261796	ADMIN, PARKING, VEH, GAS	R	8/27/2008	3,064.84		004406		3,064.84
				*** VENDOR TOTALS ***			2 CHECKS		5,435.54

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
1049		CAMP DRESSER & MCKEE INC.							
	I-80290943/48	EVAL. ELECT. GEN. SUP. ALT.	R	8/14/2008	112,598.21		004356		112,598.21
				*** VENDOR TOTALS ***			1 CHECKS		112,598.21
1556		CARDIAC SCIENCE CORP.							
	I-1065628	AED & ACCESSORIES	R	8/27/2008	1,552.41		004407		1,552.41
				*** VENDOR TOTALS ***			1 CHECKS		1,552.41
1526		CASTLE CHEVROLET							
	I-30910	VEHICLE MAINTENANCE: M-80238	R	8/04/2008	680.59		004306		680.59
				*** VENDOR TOTALS ***			1 CHECKS		680.59
1023		CDW GOVERNMENT, INC.							
	I-KXX0911	MONITOR, PRINTER, UPS	R	8/04/2008	1,021.16		004307		
	I-LCZ8668	MS OFFICE PRO 2007 LICENSE	R	8/04/2008	594.76		004307		
	I-LCZ8672	COMPUTER SUPPLIES	R	8/04/2008	148.84		004307		
	I-LDD4075	COMPUTER SUPPLIES	R	8/04/2008	6.32		004307		
	I-LDQ1078	ADOBE ACROBAT PRO 9	R	8/04/2008	438.00		004307		2,209.08
1023		CDW GOVERNMENT, INC.							
	I-LHK2413	19" LCD MONITOR, EXTENTION COR	R	8/27/2008	264.99		004408		
	I-LJP2110	ADOBE ACROBAT PRO 9	R	8/27/2008	20.00		004408		284.99
				*** VENDOR TOTALS ***			2 CHECKS		2,494.07
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200808271803	LEX. PUMP STA. LABOR: 05/08	R	8/27/2008	35,028.13		004409		
	I-200808271804	LEX. PUMP STA. LABOR: 06/08	R	8/27/2008	33,239.76		004409		
	I-200808271805	LEX. PUMP STA. LABOR: 07/08	R	8/27/2008	35,848.00		004409		104,115.89
				*** VENDOR TOTALS ***			1 CHECKS		104,115.89
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200808061782	WATER BILLING: 07/01-07/31/08	R	8/14/2008	4,978,367.68		004357		4,978,367.68
				*** VENDOR TOTALS ***			1 CHECKS		4,978,367.68
1179		CHICAGO TRIBUNE							
	I-549674001	LEGAL NOTICE: PREVAILING WAGE	R	8/14/2008	243.00		004358		243.00
				*** VENDOR TOTALS ***			1 CHECKS		243.00
1091		CINTAS FIRST AID & SAFETY							
	I-343506559	FIRST AID SUPPLIES	R	8/04/2008	122.50		004308		122.50
1091		CINTAS FIRST AID & SAFETY							
	I-343512459	FIRST AID SUPPLIES	R	8/27/2008	141.95		004410		141.95
				*** VENDOR TOTALS ***			2 CHECKS		264.45

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
1398	COMCAST							
I-200807301774	INTERNET SERV.: 07/27-08/26	R	8/04/2008	84.95		004309		84.95
1398	COMCAST							
I-200808271801	INTERNET SERV.: 08/27-09/26	R	8/27/2008	84.95		004411		84.95
			*** VENDOR TOTALS ***			2 CHECKS		169.90
1009	COMED							
I-200808141787	METER STATION ELECTRIC SERVICE	R	8/14/2008	4,342.87		004359		4,342.87
			*** VENDOR TOTALS ***			1 CHECKS		4,342.87
1188	CORRPRO COMPANIES							
I-I139489	PIPELINE REPAIRS	R	8/14/2008	113.70		004360		
I-I139881	PIPELINE REPAIRS	R	8/14/2008	186.09		004360		299.79
			*** VENDOR TOTALS ***			1 CHECKS		299.79
1569	ED COUGHLIN							
I-200808261797	SECURITY	R	8/27/2008	75.00		004412		75.00
			*** VENDOR TOTALS ***			1 CHECKS		75.00
1024	CTE ENGINEERS							
I-4067540	CONCRETE RESERVOIR - 06/08	R	8/04/2008	10,952.40		004310		10,952.40
1024	CTE ENGINEERS							
I-4067541	CONCRETE RESERVOIR - 07/08	R	8/14/2008	3,551.76		004361		3,551.76
			*** VENDOR TOTALS ***			2 CHECKS		14,504.16
1586	DAIRYLAND ELECTRICAL IND.							
I-9506	POLARIZATION CELL REPLACEMENT	R	8/04/2008	48,629.00		004311		48,629.00
			*** VENDOR TOTALS ***			1 CHECKS		48,629.00
1025	DANKA OFFICE IMAGING							
I-706170774	COPIER USAGE: 07/28-10/27/08	R	8/14/2008	1,865.60		004362		1,865.60
			*** VENDOR TOTALS ***			1 CHECKS		1,865.60
1240	DOOR SYSTEMS, INC.							
I-0681988-IN	REPAIRS TO DOOR	R	8/27/2008	954.55		004413		954.55
			*** VENDOR TOTALS ***			1 CHECKS		954.55
1513	DUKES OIL SERVICE, INC.							
I-59397	WASTE OIL DISPOSAL	R	8/27/2008	50.00		004414		50.00
			*** VENDOR TOTALS ***			1 CHECKS		50.00
1444	EASTLAND INDUSTRIES, INC.							
I-41296	METER STATION MAINTENANCE	R	8/14/2008	646.18		004363		646.18

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
1444		EASTLAND INDUSTRIES, INC.							
	I-41343	METER STATION MAINTENANCE	R	8/27/2008	197.00		004415		197.00
				*** VENDOR TOTALS ***			2 CHECKS		843.18
1233		ELMHURST MEMORIAL HOSPITAL							
	I-46704	PRE-EMPLOYMENT PHYSICAL	R	8/04/2008	70.00		004312		70.00
1233		ELMHURST MEMORIAL HOSPITAL							
	I-46861	EMPLOYEE ANNUAL PHYSICALS	R	8/14/2008	699.00		004364		699.00
1233		ELMHURST MEMORIAL HOSPITAL							
	I-47374	EMPLOYEE DRUG SCREEN	R	8/27/2008	70.00		004416		70.00
				*** VENDOR TOTALS ***			3 CHECKS		839.00
1097		ELMHURST PLAZA STANDARD INC.							
	I-31248	VEHICLE MAINTENANCE: M-78556	R	8/27/2008	225.45		004417		
	I-31288	VEHICLE MAINTENANCE: M-153835	R	8/27/2008	195.00		004417		420.45
				*** VENDOR TOTALS ***			1 CHECKS		420.45
1446		EN ENGINEERING, LLC							
	I-0023382	CRCUC REPRESENT	R	8/14/2008	730.00		004365		
	I-0023384	CP DESIGN S. TR MAIN	R	8/14/2008	47.39		004365		
	I-0023385	DC STRAY CURRENT 90" MAIN	R	8/14/2008	1,736.78		004365		
	I-0023386	STATIC INT TST	R	8/14/2008	2,167.30		004365		
	I-0023394	INDETERMN CORR ASSIST	R	8/14/2008	1,822.80		004365		6,504.27
1446		EN ENGINEERING, LLC							
	I-0023383	ROV-11A STRAY CURRENT	R	8/27/2008	10,500.04		004418		10,500.04
				*** VENDOR TOTALS ***			2 CHECKS		17,004.31
1154		ENGLEWOOD ELECTRIC SUPPLY CO.							
	I-848590	MAINTENANCE SUPPLIES	R	8/14/2008	24.06		004366		
	I-865215	MAINTENANCE SUPPLIES	R	8/14/2008	26.80		004366		50.86
				*** VENDOR TOTALS ***			1 CHECKS		50.86
1578		EXELON ENERGY INC.							
	I-1470488	DPPS ELECT. SERV.: 06/23-07/23	R	8/04/2008	285,841.11		004313		285,841.11
				*** VENDOR TOTALS ***			1 CHECKS		285,841.11
1065		FEDEX							
	I-1258-0094-7	OVERNIGHT MAIL	R	8/04/2008	1,029.34		004314		1,029.34
				*** VENDOR TOTALS ***			1 CHECKS		1,029.34
1570		FIVE STAR SAFETY EQUIPMENT, IN							
	I-2426898	SAFETY SUPPLIES	R	8/04/2008	88.00		004315		88.00

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
1570		FIVE STAR SAFETY EQUIPMENT, IN							
	I-2427614	VEH CHARGERS, DESK CHARGERS	R	8/27/2008	4,185.00		004419		4,185.00
				*** VENDOR TOTALS ***			2 CHECKS		4,273.00
1587		FLOW-TECHNICS							
	I-1/098910	PM FOR PUMPS & MOTORS AT TS-1	R	8/04/2008	988.02		004316		988.02
				*** VENDOR TOTALS ***			1 CHECKS		988.02
1274		FRANK FRELKA							
	I-200808141788	ESRI USER CONFERENCE	R	8/14/2008	1,508.21		004367		1,508.21
				*** VENDOR TOTALS ***			1 CHECKS		1,508.21
1172		FULLIFE SAFETY CENTER							
	I-9498	SAFETY VESTS	R	8/04/2008	1,048.00		004317		1,048.00
1172		FULLIFE SAFETY CENTER							
	I-9497	HARD HATS	R	8/14/2008	737.00		004368		
	I-9720	HARD HATS	R	8/14/2008	182.00		004368		919.00
				*** VENDOR TOTALS ***			2 CHECKS		1,967.00
1193		GEXPRO							
	I-265-243522	MAINTENANCE SUPPLIES	R	8/04/2008	720.41		004318		
	I-265-246256	MAINTENANCE SUPPLIES	R	8/04/2008	245.23		004318		965.64
				*** VENDOR TOTALS ***			1 CHECKS		965.64
1166		GLENBARD ELECTRIC SUPPLY, INC.							
	I-1067175-01	METER STATION MAINTENANCE	R	8/04/2008	100.80		004319		100.80
1166		GLENBARD ELECTRIC SUPPLY, INC.							
	I-1067004-01	CORROSION TESTING & MITIGATION	R	8/14/2008	15,528.24		004369		15,528.24
				*** VENDOR TOTALS ***			2 CHECKS		15,629.04
1055		GRAINGER							
	I-9680455152	MAINTENANCE SUPPLIES	R	8/04/2008	400.73		004320		
	I-9683346754	PORTABLE HAND PUMP	R	8/04/2008	30.38		004320		
	I-9694624066	SCADA/INSTRUMENTATION	R	8/04/2008	25.26		004320		456.37
1055		GRAINGER							
	I-9698836294	MAINTENANCE SUPPLIES	R	8/14/2008	612.08		004370		612.08
1055		GRAINGER							
	I-9705219641	MAINTENANCE SUPPLIES	R	8/27/2008	38.64		004420		
	I-9707889367	MAINTENANCE SUPPLIES	R	8/27/2008	26.59		004420		
	I-9709316583	MAINT, MS, SCADA, METER TEST	R	8/27/2008	2,583.77		004420		
	I-9709365317	METER STATION MAINTENANCE	R	8/27/2008	341.82		004420		
	I-9709365325	METER STATION MAINTENANCE	R	8/27/2008	245.32		004420		3,236.14
				*** VENDOR TOTALS ***			3 CHECKS		4,304.59

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
1399		GREELEY AND HANSEN							
	I-INV-0000265305	ELECTRICAL SAFETY REQUIREMENTS	R	8/27/2008	1,443.09		004421		
	I-INV-0000266057	LEX PS GENERATION FACILITIES	R	8/27/2008	6,766.70		004421		
	I-INV-0000266058	LEX PS GENERATION FACILITIES	R	8/27/2008	4,938.52		004421		
	I-INV-0000266059	LEXINGTON PS VAR FREQ DRIVES	R	8/27/2008	3,427.34		004421		
	I-INV-0000266060	LEXINGTON PS PHOTOVOLTAIC CELL	R	8/27/2008	12,008.52		004421		28,584.17
				*** VENDOR TOTALS ***			1 CHECKS		28,584.17
1068		HACH COMPANY							
	I-5852419	SCADA/INSTRUMENTATION	R	8/27/2008	129.90		004422		129.90
				*** VENDOR TOTALS ***			1 CHECKS		129.90
1101		HOLLAND & KNIGHT LLP							
	I-200808011778	LEGAL SERVICES: JUNE 2008	R	8/27/2008	1,356.50		004423		1,356.50
				*** VENDOR TOTALS ***			1 CHECKS		1,356.50
1050		HOME DEPOT CREDIT SERVICES							
	I-1042043	PIPELINE SUPPLIES	R	8/14/2008	128.05		004371		
	I-2134230	MAINTENANCE SUPPLIES	R	8/14/2008	24.97		004371		
	I-3054596	MAINTENANCE SUPPLIES	R	8/14/2008	54.68		004371		
	I-7136461	MAINTENANCE SUPPLIES	R	8/14/2008	8.92		004371		
	I-8012558	MAINTENANCE SUPPLIES	R	8/14/2008	28.02		004371		
	I-8022145	MAINTENANCE SUPPLIES	R	8/14/2008	2.79		004371		
	I-8053413	MAINTENANCE SUPPLIES	R	8/14/2008	29.94		004371		
	I-9565677	PIPELINE SUPPLIES	R	8/14/2008	16.62		004371		293.99
				*** VENDOR TOTALS ***			1 CHECKS		293.99
1425		HR PLUS							
	I-3759867	BACKGROUND CHECKS	R	8/14/2008	247.00		004372		247.00
				*** VENDOR TOTALS ***			1 CHECKS		247.00
1057		HSQ TECHNOLOGY							
	I-06-1503/8970	24 PORT SWITCHES	R	8/14/2008	6,000.00		004373		6,000.00
				*** VENDOR TOTALS ***			1 CHECKS		6,000.00
1225		IKON OFFICE SOLUTIONS							
	I-5008838597	COPIER USAGE: 06/30-07/30/08	R	8/04/2008	482.70		004321		482.70
				*** VENDOR TOTALS ***			1 CHECKS		482.70
1053		ILLINOIS PUBLIC RISK FUND							
	I-200807301775	WORKERS COMPENSATION INS.	R	8/04/2008	8,247.00		004322		8,247.00
1053		ILLINOIS PUBLIC RISK FUND							
	I-200808261798	WORKERS COMPENSATION INS.	R	8/27/2008	8,246.00		004424		8,246.00
				*** VENDOR TOTALS ***			2 CHECKS		16,493.00

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
1443		ILLINOIS STATE POLICE - BUREAU							
	I-200807301776	SECURITY CHECKS	R	8/04/2008	200.00		004323		200.00
				*** VENDOR TOTALS ***			1 CHECKS		200.00
1496		INFOR GLOBAL SOLUTIONS, INC.							
	I-27647-00D1	DATASTREAM 7I UPGRADE	R	8/04/2008	5,400.00		004324		5,400.00
				*** VENDOR TOTALS ***			1 CHECKS		5,400.00
1104		ITG SOLUTIONS, INC.							
	I-87516	HVAC REPAIRS	R	8/14/2008	845.15		004374		845.15
				*** VENDOR TOTALS ***			1 CHECKS		845.15
1508		JOHNSON CONTROLS, INC.							
	I-0807303594	MAINTENANCE & REPAIR - HVAC	R	8/14/2008	1,181.93		004375		
	I-0807312552	MAINTENANCE & REPAIRS - HVAC	R	8/14/2008	676.01		004375		1,857.94
1508		JOHNSON CONTROLS, INC.							
	I-00058840115	ANNUAL SERVICE CONTRACT	R	8/27/2008	3,710.00		004425		3,710.00
				*** VENDOR TOTALS ***			2 CHECKS		5,567.94
1033		JOLIET JUNIOR COLLEGE							
	I-001734720	ELECTRICAL TRAINING - SEC 1	R	8/14/2008	14,625.00		004376		
	I-001734721	ELECTRICAL TRAINING - SEC 2	R	8/14/2008	17,700.00		004376		32,325.00
				*** VENDOR TOTALS ***			1 CHECKS		32,325.00
1032		JULIE, INC.							
	I-07-08-0437	UTILITY LOCATES: JULY 2008	R	8/14/2008	5,934.50		004377		5,934.50
				*** VENDOR TOTALS ***			1 CHECKS		5,934.50
1196		KARA COMPANY, INC.							
	I-239845	LOCATING PAINT	R	8/04/2008	76.80		004325		
	I-239846	LOCATING PAINT	R	8/04/2008	384.00		004325		
	I-240640	VERIZON DATA LINE GPS DATA	R	8/04/2008	60.70		004325		521.50
				*** VENDOR TOTALS ***			1 CHECKS		521.50
1105		KINGSBURY, INC.							
	I-RSDV 3827	REPAIRS TO PUMP # 8	R	8/04/2008	16,717.84		004326		16,717.84
1105		KINGSBURY, INC.							
	I-RSVD 3850	REPAIRS TO PUMP # 8	R	8/14/2008	8,091.24		004378		8,091.24
				*** VENDOR TOTALS ***			2 CHECKS		24,809.08
1036		LAWSON PRODUCTS, INC.							
	I-7117890	MAINTENANCE SUPPLIES	R	8/14/2008	400.32		004379		400.32

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
1036		LAWSON PRODUCTS, INC.							
	I-7176857	MAINTENANCE SUPPLIES	R	8/27/2008	294.76	2.85CR	004426		291.91
				*** VENDOR TOTALS ***			2 CHECKS		692.23
1597		LELUND ENTERPRISES INC.							
	I-44192	METER STATION MAINTENANCE	R	8/27/2008	298.00		004427		298.00
				*** VENDOR TOTALS ***			1 CHECKS		298.00
1396		LIEBERT GLOBAL SERVICES							
	I-MI3229702	SEMI-ANNUAL PM ON UPS SYSTEM	R	8/14/2008	8,588.40		004380		8,588.40
				*** VENDOR TOTALS ***			1 CHECKS		8,588.40
1069		MEL'S ACE HARDWARE							
	I-406707/4	LOCATING SUPPLIES	R	8/04/2008	27.24		004327		27.24
				*** VENDOR TOTALS ***			1 CHECKS		27.24
1051		MENARDS- HILLSIDE							
	I-24319	MAINTENANCE SUPPLIES	R	8/04/2008	1.96		004328		
	I-24643	MAINTENANCE SUPPLIES	R	8/04/2008	27.97		004328		
	I-24854	MAINTENANCE SUPPLIES	R	8/04/2008	69.54		004328		
	I-25139	MAINTENANCE SUPPLIES	R	8/04/2008	1.18		004328		100.65
				*** VENDOR TOTALS ***			1 CHECKS		100.65
1439		METROTECH							
	I-428065	LOCATOR BATTERY	R	8/04/2008	260.30		004329		260.30
				*** VENDOR TOTALS ***			1 CHECKS		260.30
1021		NAPERVILLE, CITY OF							
	I-200807301777	METER STATION ELECTRIC SERVICE	R	8/04/2008	163.21		004330		163.21
1021		NAPERVILLE, CITY OF							
	I-200808141789	METER STATION ELECTRIC SERVICE	R	8/14/2008	74.69		004381		74.69
1021		NAPERVILLE, CITY OF							
	I-200808261800	METER STATION ELECTRIC	R	8/27/2008	122.06		004428		122.06
				*** VENDOR TOTALS ***			3 CHECKS		359.96
1070		NATIONAL CITY BANK							
	I-540069	SAFEKEEPING FEES: JUNE 2008	R	8/04/2008	927.30		004331		927.30
				*** VENDOR TOTALS ***			1 CHECKS		927.30
1203		NATIONAL SAFETY COUNCIL							
	I-2027855	PUBLIC FLAGGER CLASS	R	8/27/2008	285.00		004429		285.00
				*** VENDOR TOTALS ***			1 CHECKS		285.00

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
1591	JENESSA NESBITT							
I-200808211793	DOC COPIES - EASEMENTS	R	8/21/2008	45.50		004400		45.50
				*** VENDOR TOTALS ***		1 CHECKS		45.50
1060	NTG, INC.							
I-55129	CORROSION TELEMETRY	R	8/14/2008	66.25		004382		66.25
				*** VENDOR TOTALS ***		1 CHECKS		66.25
1020	NEXTEL COMMUNICATIONS							
I-648652511-077	CELL PHONE SERV.: 06/09-07/08	R	8/04/2008	1,100.22		004332		1,100.22
1020	NEXTEL COMMUNICATIONS							
I-648652511-078	CELL PHONE SERV.: 07/09-08/08	R	8/27/2008	1,120.75		004430		1,120.75
				*** VENDOR TOTALS ***		2 CHECKS		2,220.97
1395	OFFICE DEPOT							
I-437124868-001	OFFICE SUPPLIES	R	8/04/2008	140.93		004333		140.93
1395	OFFICE DEPOT							
I-437905953-001	OFFICE SUPPLIES	R	8/14/2008	208.97		004383		
I-439333726-001	OFFICE SUPPLIES	R	8/14/2008	126.53		004383		335.50
1395	OFFICE DEPOT							
I-440559116-001	OFFICE SUPPLIES	R	8/27/2008	106.26		004431		106.26
				*** VENDOR TOTALS ***		3 CHECKS		582.69
1584	OFFICE MAX INCORPORATED							
I-492606	OFFICE SUPPLIES	R	8/04/2008	468.73		004334		468.73
1584	OFFICE MAX INCORPORATED							
I-798272	OFFICE SUPPLIES	R	8/27/2008	160.96		004432		160.96
				*** VENDOR TOTALS ***		2 CHECKS		629.69
1520	ORKIN							
I-39501108	EXTERMINATOR: 08/08	R	8/14/2008	61.00		004384		61.00
				*** VENDOR TOTALS ***		1 CHECKS		61.00
1081	PATRICK ENGINEERING INC.							
I-20706.042-3	ARCIMS & ARCSDE & ARCGIS	R	8/04/2008	750.00		004335		
I-20806.003-3	GIS SUPPORT	R	8/04/2008	406.50		004335		1,156.50
				*** VENDOR TOTALS ***		1 CHECKS		1,156.50
1279	PETERS & ASSOCIATES							
C-35270	DR IMPLEMENTATION	R	8/04/2008	3,675.00CR		004336		
I-35351	IT MASTER PLANNING & DR TEST	R	8/04/2008	375.00		004336		
I-35364	COMPUTER NETWORK SERVICES	R	8/04/2008	9,873.00		004336		
I-35866C	SQL SERVER UPGRADE	R	8/04/2008	412.50		004336		
I-35937	SQL SERVER UPGRADE	R	8/04/2008	75.00		004336		7,060.50

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
1279	PETERS & ASSOCIATES							
I-36557	COMPUTER NETWORK SERVICES	R	8/27/2008	2,000.00		004433		2,000.00
			*** VENDOR TOTALS ***			2 CHECKS		9,060.50
1590	PRESENTATION STUDIOS INTERNATI							
I-1167	CLEAN & REPAIR MODEL	R	8/14/2008	480.00		004385		480.00
			*** VENDOR TOTALS ***			1 CHECKS		480.00
1280	PRIMERA							
I-0020391	COMPUTER ROOM HVAC UPGRADES	R	8/04/2008	1,829.94		004337		1,829.94
1280	PRIMERA							
I-0020589	COMPUTER ROOM HVAC UPGRADES	R	8/27/2008	2,091.36		004434		2,091.36
			*** VENDOR TOTALS ***			2 CHECKS		3,921.30
1059	RED WING SHOE STORE							
I-450000002636	SAFETY SHOES	R	8/14/2008	314.48		004386		314.48
1059	RED WING SHOE STORE							
I-450000002668	SAFETY SHOES	R	8/27/2008	526.96		004435		526.96
			*** VENDOR TOTALS ***			2 CHECKS		841.44
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-32335	VEHICLE MAINTENANCE: M-78556	R	8/04/2008	618.29		004338		618.29
			*** VENDOR TOTALS ***			1 CHECKS		618.29
1592	ROOFS, INC.							
I-1 - FINAL	FALL PROTECTION CTRLS AT DPPS	R	8/21/2008	113,200.00		004401		113,200.00
			*** VENDOR TOTALS ***			1 CHECKS		113,200.00
1137	ROSSI CONTRACTORS, INC.							
I-355001	INS & BONDS - QR-8/08	R	8/04/2008	12,000.00		004339		12,000.00
			*** VENDOR TOTALS ***			1 CHECKS		12,000.00
1044	ROYAL GRAPHICS PRINTERS							
I-71093	BUSINESS CARDS: M. WEED	R	8/14/2008	105.68		004387		
I-71113	BUSINESS CARDS: M. WEED	R	8/14/2008	32.50		004387		138.18
1044	ROYAL GRAPHICS PRINTERS							
I-71198	LETTERHEAD & SECOND SHEETS	R	8/27/2008	1,205.10		004436		1,205.10
			*** VENDOR TOTALS ***			2 CHECKS		1,343.28
1119	ROYAL OFFICE PRODUCTS							
I-OE-623810-1	OFFICE SUPPLIES	R	8/27/2008	313.68		004437		313.68
			*** VENDOR TOTALS ***			1 CHECKS		313.68

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
1596		RWW RESOURCES							
	I-200808261799	CPR/FIRST AID/AED TRAINING	R	8/27/2008	2,960.00		004438		2,960.00
				*** VENDOR TOTALS ***			1 CHECKS		2,960.00
1588		SAFETYLOGIC							
	I-1100000000133	MSDS MGMT & ONLINE TRAINING	R	8/04/2008	13,925.00		004340		13,925.00
				*** VENDOR TOTALS ***			1 CHECKS		13,925.00
1329		C. SEMRAD & ASSOCIATES							
	I-200808061783	CONSULTING	R	8/14/2008	5,906.25		004388		5,906.25
				*** VENDOR TOTALS ***			1 CHECKS		5,906.25
1598		SERVICEMASTER OF AURORA & KEND							
	I-112260	METER STATION MAINTENANCE	R	8/27/2008	1,169.85		004439		1,169.85
				*** VENDOR TOTALS ***			1 CHECKS		1,169.85
1302		SIR SPEEDY							
	I-50585	ADMINISTRATIVE EXPENSE	R	8/14/2008	932.85		004389		
	I-50618	ADMINISTRATIVE EXPENSE	R	8/14/2008	166.01		004389		1,098.86
				*** VENDOR TOTALS ***			1 CHECKS		1,098.86
1040		SPECIALTY MAT SERVICE							
	I-449414	MAT SERVICE: 07/07/08	R	8/04/2008	56.20		004341		
	I-450482	MAT SERVICE: 07/14/08	R	8/04/2008	56.20		004341		
	I-452438	MAT SERVICE: 07/28/08	R	8/04/2008	56.20		004341		168.60
1040		SPECIALTY MAT SERVICE							
	I-454402	MAT SERVICE: 08/11/08	R	8/27/2008	56.20		004440		
	I-456324	MAT SERVICE: 08/25/08	R	8/27/2008	56.20		004440		112.40
				*** VENDOR TOTALS ***			2 CHECKS		281.00
1462		SPRINT							
	I-948089810-008	CONNECTION CARD: 07/07-08/06	R	8/14/2008	50.72		004390		50.72
				*** VENDOR TOTALS ***			1 CHECKS		50.72
1223		SUBURBAN LABORATORIES, INC.							
	I-90049	WATER TESTING	R	8/14/2008	30.00		004391		30.00
				*** VENDOR TOTALS ***			1 CHECKS		30.00
1084		TELSPAN							
	I-176445	TELECONFERENCE CHARGES	R	8/14/2008	14.22		004392		14.22
				*** VENDOR TOTALS ***			1 CHECKS		14.22
1123		THOMPSON ELEVATOR INSPECTION S							
	I-08-3664	ELEVATOR INSPECTION	R	8/14/2008	55.00		004393		55.00
				*** VENDOR TOTALS ***			1 CHECKS		55.00

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1058		THYSSENKRUPP ELEVATOR CORP.							
	I-622266	ELEVATOR MAINT. - 07/08-09/08	R	8/04/2008	747.18		004342		747.18
				*** VENDOR TOTALS ***			1 CHECKS		747.18
1282		U.S. POSTAL SERVICE (POSTAGE-B							
	I-200808141791	U.S. POSTAL SERVICE (POSTAGE-B	R	8/14/2008	3,000.00		004394		3,000.00
				*** VENDOR TOTALS ***			1 CHECKS		3,000.00
1047		UNITED RADIO COMMUNICATIONS							
	I-17378800	RADIO REPAIRS	R	8/04/2008	39.75		004343		39.75
1047		UNITED RADIO COMMUNICATIONS							
	I-17414800	RADIO REPAIRS	R	8/14/2008	79.50		004395		
	I-17414900	RADIO REPAIRS	R	8/14/2008	79.50		004395		159.00
				*** VENDOR TOTALS ***			2 CHECKS		198.75
1221		USA BLUE BOOK							
	I-649989	MANHOLE SAFETY PLATFORM	R	8/14/2008	467.06	4.49CR	004396		462.57
				*** VENDOR TOTALS ***			1 CHECKS		462.57
1589		VERTICLE BLINDS & MORE							
	I-4559	BUILDING MAINTENANCE	R	8/04/2008	525.00		004344		525.00
				*** VENDOR TOTALS ***			1 CHECKS		525.00
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	I-01694912	UNIFORMS: H. VILLEGAS	R	8/04/2008	71.25		004345		
	I-01694914	UNIFORMS: M. CASTANEDA	R	8/04/2008	677.75		004345		
	I-01695219	UNIFORMS: M. CASTANEDA	R	8/04/2008	4.50		004345		753.50
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	I-01697106	UNIFORMS: M. CASTANEDA	R	8/14/2008	232.50		004397		232.50
				*** VENDOR TOTALS ***			2 CHECKS		986.00
1131		VILLA PARK OFFICE EQUIPMENT							
	I-26764	OFFICE SUPPLIES	R	8/04/2008	445.00		004346		445.00
				*** VENDOR TOTALS ***			1 CHECKS		445.00
1403		VWR INTERNATIONAL INC.							
	I-35186169	WATER TESTING SUPPLIES	R	8/04/2008	423.51		004347		423.51
				*** VENDOR TOTALS ***			1 CHECKS		423.51
1062		WASTE MANAGEMENT							
	I-1913064-2008-1	REFUSE DISPOSAL	R	8/04/2008	451.63		004348		451.63
				*** VENDOR TOTALS ***			1 CHECKS		451.63

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
1010	WEST							
I-816454779	WESTLAW: 07/01/08-07/31/08	R	8/14/2008	384.60		004398		384.60
				*** VENDOR TOTALS ***		1 CHECKS		384.60
1412	WESTIN ENGINEERING, INC.							
I-30920	ASSET MGMT BEST PRACT. PHASE 4	R	8/14/2008	19,172.63		004399		
I-31124	ASSET MGMT BEST PRACT. PHASE 4	R	8/14/2008	6,667.90		004399		25,840.53
				*** VENDOR TOTALS ***		1 CHECKS		25,840.53

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	146	5,990,832.13	7.34	5,990,839.47
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	146	5,990,832.13	0.00	5,990,832.13
BANK: TOTALS:	146	5,990,832.13	7.34	5,990,839.47
REPORT TOTALS:	146	5,990,832.13	7.34	5,990,839.47

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: 8/01/2008 THRU 8/31/2008
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: NO

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

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