DuPage Water Commission

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

AGENDA

DuPAGE WATER COMMISSION
THURSDAY, MAY 8, 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. Recognition

- Joe Mox – 15 years of service

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

VI. Approval of Minutes

- Regular Meeting of April 10, 2008

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

RECOMMENDED MOTION: To approve the Minutes of the April 10, 2008 Regular Meeting of the DuPage Water Commission (Voice Vote).

VII. Treasurer's Report – April 2008

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

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

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

VIII. Committee Reports

A. Administration Committee

1. Report of 5/8/08 Administration Committee

2. Actions on Items Listed on 5/8/08 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 5/8/08 Engineering & Construction Committee

2. Actions on Items Listed on 5/8/08 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 5/8/08 Finance Committee

2. Actions on Items Listed on 5/8/08 Finance Committee Agenda

IX. Chairman's Report

X. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-22-08: A Resolution Appointing Authorized Broker/Dealers of Securities

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

B. Resolution No. R-25-08: A Resolution Amending the Personnel Manual

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

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

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

A. Resolution No. R-23-08: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the May 8, 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—2 County + 3 Muni+2=7)

B. Resolution No. R-24-08 A Resolution Approving and Ratifying Certain Contract Change Orders at the May 8, 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—2 County + 3 Muni+2=7)

C. Resolution No. R-26-08: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—2 County + 3 Muni+2=7)

D. Resolution No. R-27-08: A Resolution Approving and Authorizing the Execution of a SafetyLogic Access Agreement between the DuPage Water Commission and Safetylogic.com, Inc. for Access to MSDS Management and Online Employee Training Applications

(TO SUSPEND: Two-Thirds Majority Vote of the Commissioners Present—minimum 5)

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

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

XII. Old Business

- Summary of Action Taken Since Previous Meeting

XIII. New Business

- Purchase Order No. 10633 (Joliet Junior College; $42,968.00)

(TO SUSPEND: Two-Thirds Majority Vote of the Commissioners Present—minimum 5)

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

RECOMMENDED MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10633 in the amount of $42,968.00 to Joliet Junior College (Roll Call).

XIV. 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—2 County + 3 Muni+2=7)

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of $4,047.00 subject to submission of all contractually required documentation (Roll Call).

XV. 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).

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, APRIL 10, 2008 600 E. BUTTERFIELD ROAD ELMHURST, ILLINOIS

The meeting was called to order by General Manager Martin at 7:32 P.M.

Commissioners in attendance: E. Chaplin, L. Hartwig, W. Maio, G. Mathews (by teleconference), W. Murphy, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox (by teleconference), and D. Zeilenga

Commissioners Absent: W. Mueller and L. Rathje

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

Due to the absences of both Chairman Rathje and Vice Chairman Mueller, Commissioner Murphy moved to appoint Commissioner Maio Chairman Pro Tem for the April Commission Meeting. Seconded by Commission Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Murphy moved to open the Charter Customer Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009. Seconded by Commissioner Vrdolyak and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

There being no comments, Commissioner Murphy moved to close the Charter Customer Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

PUBLIC COMMENTS

Laurel Bowen, 829 Clyde Drive, Downers Grove, Illinois, read from a prepared statement, noting her concerns with the proposed Fiscal Year 2008-2009 Budget.

APPROVAL OF MINUTES

Commissioner Chaplin moved to approve the Minutes of the March 13, 2008 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Saverino and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report for the month of March 2008 which showed receipts of $5,838,957.00, disbursements of $17,045,988.00, and a cash and investment balance of $80,016.718.00.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Hartwig

After Commissioner Hartwig reported that the Administration Committee reviewed and re-evaluated the Commission's Tuition Reimbursement Policy, Commissioner Hartwig moved to amend the Tuition Reimbursement Policy to limit reimbursement to $4,000.00 per employee per fiscal year. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Engineering & Construction Committee

No meeting due to lack of a quorum.

Finance Committee – Reported by Commissioner Poole

Although there was no meeting due to lack of a quorum, Commissioner Poole reported that the Financial Administrator requested that the total dollar amount of the accounts payable needed to be amended at the appropriate time in the agenda; that a representative from McGladrey and Pullen was in attendance to answer questions; and that he would recommend for approval the draft Vehicle Replacement Policy as presented.

CHAIRMAN'S REPORT

Chairman Maio began his report by calling attention to the presentation material included in the Board package material and asked General Manager Martin to provide a brief explanation. General Manager Martin explained that during the last Regional Water Supply Planning Group meeting, Dan Injerd of Illinois Department of Natural Resources made a presentation regarding Lake Michigan Water Allocations and the importance of water conservation. Commissioner Poole mentioned that he noticed, when he was reviewing Mr. Injerd's presentation material, a decrease in the number of communities receiving allocations. General Manager Martin advised that the reason for

the decrease was probably that communities not using their allocations, such as the Bensenville Park District, were losing their allocations.

Chairman Maio concluded his report by reminding the Commissioners that they will be taking their annual group picture at the May meeting.

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

Ayes: L. Chaplin, L. Hartwig, W. Maio, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Nays: None

Absent: W. Mueller and L. Rathje

Item 1: Resolution No. R-18-08: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund—"Majority Omnibus Vote"

Item 2: Resolution No. R-21-08: A Resolution Releasing Certain Executive Session Meeting Minutes at the April 10, 2008, DuPage Water Commission Meeting —"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Hartwig moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Zeilenga.

Commissioner Chaplin questioned why staff recommended awarding the Dedicated Cooling System contract to one of the bidding companies that failed to conform to the specific Request for Proposal requirements. After Staff Attorney Crowley and Manager of Water Operations McGhee advised that staff recommended awarding the contract to Hill Mechanical Group because they submitted the lowest price proposal and the page of explanations, clarifications, and additions attached to their proposal related to technical details that did not substantially deviate from Commission requirements, the motion was unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

Ayes: L. Chaplin, L. Hartwig, W. Maio, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Nays: None

Absent: W. Mueller and L. Rathje

Item 1: Ordinance No. O-3-08: An Ordinance Establishing Rates for Operation and Maintenance Costs—"Super/Special Majority Omnibus Vote"

Item 2: Ordinance No. O-4-08: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer—"Super/Special Majority Omnibus Vote"

Item 3: Resolution No. R-19-08: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Winfield Meter Station 27B (Contract MS-17/08)—"Super/Special Majority Omnibus Vote"

Item 4: Resolution No. R-20-08: A Resolution Awarding a Contract for the Installation of a Dedicated Cooling System in the Computer Equipment Room at the DuPage Pumping Station—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

In referring to the one year electrical supply agreement that the Commission entered into with Exelon Energy Company, Commissioner Poole noted that the costs were quite a bit higher than he had anticipated and he asked for copies of the current and prior agreements for comparison purposes. In response to Commissioner Poole's question, General Manager Martin advised that the proposed Fiscal Year 2008-2009 Budget did include an increase in electrical power costs but not necessarily the precise increase in question.

NEW BUSINESS

Commissioner Hartwig moved to approve Ordinance No. O-2-08: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009. Seconded by Commissioner Murphy.

Commissioner Chaplin commented that she was having a hard time approving a $400,000 budget for a Water Conservation Program that had yet to be agreed upon by the Board, noting, for example, Commissioner Hartwig's suggestion at the January meeting that the Commission should get the utility customers involved to compare ideas before any Commission funds were budgeted. General Manager Martin advised that

staff met with a coalition of municipalities and the county to discuss strategies and develop a Request for Proposal on the most effective way to use Commission funds allocated for water conservation efforts. In response to Commissioner Chaplin's question concerning whether the Board had been advised of the results of that meeting, General Manager Martin promised to report back to the Board with the results.

Commissioner Maio noted as a reminder that, even though the Board previously agreed to include a $400,000.00 budget for the Water Conservation Program, staff agreed not to spend any of the budgeted funds without prior Board approval.

In response to Commissioner Chaplin's questions concerning the intern budget, General Manager Martin advised that only one of the two intern positions budgeted was expected to be filled.

With respect to the safety training budget, Commissioner Chaplin suggested, and Safety Coordinator Bostick agreed, that a multi-year safety training plan needed to be developed using the matrices developed from OSHA guidelines and previously distributed to the Board by Safety Coordinator Bostick as a starting point. Commissioner Wilcox confirmed that funds budgeted for safety in fiscal year 2007-2008 were comparable to those proposed to be budgeted for fiscal year 2008-2009, with Safety Coordinator Bostick noting of the approximately $240,000 budgeted for fiscal year 2007-2008, it was expected that only approximately $165,000 would actually be spent.

After (1) Commissioner Wilcox requested detailed budget vs. expenditure comparisons in the future, noting that budgets should be based upon prior year expenditures, (2) Commissioner Chaplin agreed, noting that budget numbers needed to be more realistic or accurate, and (3) Commissioner Maio confirmed that no vehicles would be replaced until the Board had adopted a vehicle replacement policy, Commissioner Hartwig's motion to approve Ordinance No. O-2-08: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2008 and Ending April 30, 2009 was approved by a Roll Call Vote:

Ayes: L. Hartwig, W. Maio, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Nays: L. Chaplin

Absent: W. Mueller and L. Rathje

ACCOUNTS PAYABLE

Commissioner Murphy moved to approve the Accounts Payable in the amount of $4,531.64 subject to submission of all contractually required documentation. Seconded by Commissioner Hartwig.

After noting that a $295,000 deposit for Commonwealth Edison was added to the Accounts Payable, Commissioner Poole moved to amend Commissioner Murphy's motion by deleting the dollar amount $4,531.64 and inserting the dollar amount $299,531.64 in its place. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

At which point, Commissioner Murphy's amended motion to approve the Accounts Payable in the revised amount of $299,531.64 subject to submission of all contractually required documentation was unanimously approved by a Roll Call Vote:

Ayes: L. Chaplin, L. Hartwig, W. Maio, G. Mathews, W. Murphy, A. Poole, F. Saverino, J. Vrdolyak, G. Wilcox, and D. Zeilenga

Nays: None

Absent: W. Mueller and L. Rathje

EXECUTIVE SESSION

None

Commissioner Murphy moved to adjourn the meeting at 8:15 P.M. Seconded by Commissioner Zeilenga 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
April 30, 2008

	CURRENT MONTH			YEAR TO DATE		
	FY 2008	FY 2007	INC - (DEC)	FY 2008	FY 2007	INC - (DEC)
REVENUE						
WATER SALES (NOTE 1)	$ 3,131,827	3,066,888	64,939	34,857,187	44,791,784	(9,934,597)
SALES TAX	2,500,461	2,603,512	(103,051)	32,866,073	36,572,406	(3,706,333)
INVESTMENT INCOME	-	345,718	(345,718)	1,251,612	5,292,083	(4,040,471)
OTHER INCOME	-	-	-	-	132	(132)
TOTAL REVENUE	5,632,288	6,016,118	(383,830)	68,974,872	86,656,405	(17,681,533)
EXPENDITURES						
PERSONAL SERVICES	374,499	265,231	109,268	3,747,670	3,169,314	578,356
PROFESSIONAL SERVICES	41,602	50,008	(8,406)	318,809	222,757	96,052
CONTRACTUAL SERVICES	11,133	2,806	8,327	223,659	351,240	(127,581)
INSURANCE	8,246	7,541	705	90,231	713,021	(622,790)
WATER SUPPLY COSTS (NOTE 2)	4,085,982	3,863,236	222,746	45,555,743	48,643,280	(3,087,537)
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	25,989,262	27,739,963	(1,750,701)
LAND AND RIGHT OF WAY	-	-	-	-	100	(100)
CAPITAL EQUIPMENT PURCHASES	238,105	128,075	110,030	3,479,822	2,146,456	1,333,366
TOTAL EXPENDITURES	4,759,567	4,316,897	442,670	79,405,196	82,986,131	(3,580,935)
REBATES	-			40,000,000	-	
TRANSFER TO OTHER GOVERNMENTS	-	-		15,000,000	15,000,000	
NET INCREASE / (DECREASE) IN FUNDS	872,721	1,699,221	(826,500)	(65,430,324)	(11,329,726)	(14,100,598)

FUNDS CONSIST OF:	April 30, 2008	April 30, 2007	INC - (DEC)
PETTY CASH	800	800	-
CASH AT BANK ONE	7,526	7,526	-
CASH AT MB FINANCIAL LOCK BOX	1,000	210,128	(209,128)
CASH AT HARRIS BANK	130,450	65,155	65,295
TOTAL CASH	139,776	283,609	(143,833)

	April 30, 2008	April 30, 2007				% CHANGE
ILLINOIS FUNDS MONEY MARKET	11.58%	44.14%	9,395,109	62,998,418	(53,603,309)	-85.1%
ILLINOIS FUNDS PRIME FUND	22.39%	19.10%	18,151,541	27,256,291	(9,104,750)	-33.4%
GOVERNMENT MONEY MARKET FUNDS	15.44%	9.05%	12,516,463	12,913,262	(396,799)	-3.1%
U. S. TREASURY INVESTMENTS	17.90%	9.14%	14,509,873	13,042,711	1,467,162	11.2%
U. S. AGENCY INVESTMENTS	0.00%	0.00%	-	-	-	0.0%
CERTIFICATES OF DEPOSIT	32.69%	18.57%	26,500,000	26,500,000	-	0.0%
TOTAL INVESTMENTS	100.00%	100.00%	81,072,986	142,710,682	(61,637,696)	
TOTAL FUNDS			81,212,762	142,994,291	(61,781,529)	
UNRESTRICTED FUNDS			26,288,255	89,484,360	(63,196,105)	
RESTRICTED FUNDS			54,924,507	53,509,931	1,414,576	
TOTAL FUNDS			81,212,762	142,994,291	(61,781,529)	

NOTE 1 - REDUCED WATER SALES DUE TO REDUCED WATER RATE FOR FY 2008
NOTE 2 - INCREASED WATER SUPPLY COSTS DUE TO CITY OF CHICAGO RATE INCREASE EFFECTIVE JANUARY 1, 2008

DATE: May 2, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	**ORIGINATING DEPARTMENT**	Finance
ITEM	A Resolution Appointing Authorized Broker/Dealers of Securities Resolution No. R-22-08	**APPROVAL**	

Account Number: N/A

The broker/dealer list has been updated to reflect name changes of companies the Commission utilizes as its authorized dealers. This resolution authorizes these name changes.

MOTION: To approve Resolution No. R-22-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-22-08

A RESOLUTION APPOINTING AUTHORIZED
BROKER/DEALERS OF SECURITIES

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

SECTION ONE: RBC Dain Rauscher ("RBC"), William Blair & Co. ("WB&C"), U. S. Bank National Association ("USB") and The Bank of New York Trust Company, N. A. ("BNY") shall be, and they hereby are, authorized, in the name of the DuPage Water Commission (the "Commission") and at the risk of and for the benefit of the Commission, to purchase, sell, trade in, clear, transfer, pledge or otherwise acquire, retain or dispose of, and generally deal in and with, securities and any other instruments available through RBC, WB&C, USB and BNY, and the income and proceeds thereof, whether for immediate or future delivery, however traded and in whatever currency (the "Instruments"), pursuant to any written, oral, telephonic or electronic instructions received from the Commission pursuant to Section Two hereof.

SECTION TWO: The Treasurer, Finance Committee Chairman or Chairman of the Commission (each an "Authorizing Officer"), acting individually, shall be, and they hereby are, authorized and directed on behalf of the Commission:

(i) to designate, in writing, at any time and from time to time, officers (including themselves), agents and employees of the Commission (each a "Designated Person"), each of whom, on behalf of the Commission, shall be authorized to enter into Instruments and any related agreements with RBC, WB&C, USB and BNY in accordance with this Resolution, upon such terms and conditions which any Designated Person may deem advisable and, without limiting the generality of the foregoing, to purchase or sell Instruments, through RBC, WB&C, USB and BNY, either as agent, principal or otherwise, for immediate or future delivery, and receive, receipt for and

sign orders and issue written, telephonic, electronic or oral instructions for the purchase, handling, transfer, registration, sale, substitution, exchange and delivery of any Instruments, funds or other property held by or purchased or sold through RBC, WB&C, USB and BNY in the name of the Commission in accordance with this Resolution; such substitutions, exchanges, and deliveries, whether subject to payment or not, may also be made by the bearer of any order, receipt, or request so signed; and

(ii) to amend, revoke or terminate any designation made pursuant to the authority contained in this Section Two.

SECTION THREE: RBC, WB&C, USB and BNY shall be, and hereby are, authorized and directed to honor any written, oral, telephonic or electronic instructions received from the Commission pursuant to Section Two hereof.

SECTION FOUR: RBC, WB&C, USB and BNY, pursuant to any written, oral, telephonic or electronic instructions from a Designated Person regarding any Commission bank account ("Account") with the financial institution that has been designated by the Board of Commissioners of the DuPage Water Commission, by resolution duly adopted and in full force and effect, as the authorized custodian of Commission investments and collateral pledged to the Commission (the "Custodial Bank"), shall be, and hereby are, authorized and directed to instruct the Custodial Bank to debit or credit funds from or to an Account in accordance with the instructions from the Designated Person.

RBC, WB&C, USB and BNY, pursuant to any written, oral, telephonic or electronic instructions from a Designated Person regarding any Commission custody account with the Custodial Bank ("Custody Account") shall be, and they hereby are, authorized and directed to instruct the Custodial Bank to deliver securities and monies as part of a delivery against payment transaction and to deliver to the Custodial Bank with such

instruction a copy of the confirmation of the related transaction in accordance with the instructions from the Designated Person.

SECTION FIVE: The Custodial Bank shall be, and hereby is, authorized and directed to (i) debit or credit funds from or to an Account, (ii) accept securities for deposit in a Custody Account, and (iii) act in accordance with instructions given by RBC, WB&C, USB and BNY pursuant to the provisions of Section Four hereof, provided, however, that the Custodial Bank shall have first received corroborating written, telephonic, electronic or oral instruction from the Designated Person.

SECTION SIX: Resolution No. R-68-04 shall be, and it hereby is, repealed in its entirety and shall be of no further force or effect.

SECTION SEVEN: 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-22-08.doc

DATE: May 2, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	**ORIGINATING DEPARTMENT**	Administration
ITEM	A Resolution Amending the Personnel Manual Resolution No. R-25-08	**APPROVAL**	

At the April 10, 2008, Commission meetings, the Administration Committee recommended, and the Board agreed, to amend the Commission's Tuition Reimbursement Policy to limit reimbursement to $4,000.00 per employee per fiscal year. Resolution No. R-25-08 would amend the Personnel Manual to incorporate such a cap, effective as of April 10, 2008, except for classes previously approved for reimbursement under the FY 07/08 Management Budget which were in progress as of April 10, 2008.

MOTION: To approve Resolution No. R-25-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-25-08

A RESOLUTION AMENDING THE PERSONNEL MANUAL

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under 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.; and

WHEREAS, the Water Commission Act of 1985 provides that the Commission shall determine its own rules of proceeding; and

WHEREAS, in furtherance thereof, the Commission adopted By-Laws of the DuPage Water Commission, which By-Laws were restated by Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-10-99, O-7-00, O-11-02, O-2-04, O-11-04, O-12-04, O-1-05, and O-11-06 (the "By-Laws"); and

WHEREAS, pursuant to the By-Laws, the Board of Commissioners of the DuPage Water Commission has the power to pass and enforce all necessary ordinances, resolutions, rules, regulations, and administrative orders for the conduct of business and management of property of the Commission; and

WHEREAS, in furtherance thereof and pursuant to Resolution No. R-60-07, the Commission comprehensively amended and restated its regulations affecting Commission employment, working conditions, and employee benefits, effective as of January 1, 2008 (the "Personnel Manual"); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to amend the Personnel Manual to correct certain typographical errors

and, effective as of April 10, 2008, to limit reimbursement under the Commission's Advanced Education Tuition Reimbursement Program to $4,000.00 per employee per fiscal year except for classes previously approved for reimbursement under the FY 07/08 Management Budget which were in progress as of April 10, 2008;

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

SECTION ONE: Recitals. 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: Amendment to Section 4.25. The first sentence of Section 4.25, entitled "Use of Equipment and Facilities," of Chapter 4, entitled "Employment Policies, Procedures and Rules," of the Personnel Manual shall be and it hereby is amended in its entirety so that the first sentence of said Section 4.25 shall hereafter be and read as follows:

> "The Commission provides its employees with vehicles, equipment, uniforms, protective clothing, identification badges, manuals, instructions, and other items to be used in performing their job duties."

SECTION THREE: Amendment to Section 8.23. Effective as of April 10, 2008, except for classes previously approved for reimbursement under the FY 07/08 Management Budget which were in progress as of April 10, 2008, the fifth paragraph of Section 8.23, entitled "Advanced Education Tuition Reimbursement Program," of Chapter 8, entitled "Employee Benefits," of the Personnel Manual shall be and it hereby is amended in its entirety so that the fifth paragraph of said Section 8.23 shall hereafter be and read as follows:

"No time off with pay will be allowed for an Eligible Employee to attend courses under the Advanced Education Tuition Reimbursement Program. No meal or transportation allowance will be given and all classroom supplies are to be purchased by the Eligible Employee. The Eligible Employee may submit receipts for the purchase of required textbooks for approved course work subject to funding availability. However, reimbursement will be limited to four thousand dollars ($4,000.00) per Eligible Employee per fiscal year for tuition and textbook purchases."

SECTION FOUR: Distribution. The General Manager shall make copies of this Resolution available to all Commission employees within 10 days following its adoption.

SECTION FIVE: After its adoption, this Resolution shall be in full force and effective as of April 10, 2008.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-25-08.doc

DATE: May 2, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-7/05 at the May 8, 2008, DuPage Water Commission Meeting Resolution No. R-23-08	**APPROVAL**	

Account Number: 01-60-6631

The Commission entered into certain agreements dated August 29, 2005, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for providing yard storage for Commission property and/or quick response construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-23-08 would approve the following Work Authorization Orders under the Quick Response Contracts:

Work Authorization Order No. 018: This Work Authorization was issued in advance of Board approval for valve vault frame and lid adjustments at 55th Street and Park Ave. in the City of Downers Grove, and at Bloomingdale and Dale Roads in Glendale Heights.

Work at 55th Street and Park was performed on Monday, April 28th, prior to Board approval in response to a citizen's request received on the afternoon of Wednesday, April 23rd. Work on Bloomingdale Road was completed on Tuesday, April 29th, prior to Board approval because of the need to access the valve in connection with repair work at Tank Site No. 2.

The cost of this work is not known but is estimated to total $15,000.00 for both sites.

MOTION: To approve Resolution No. R-23-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-23-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-7/05 AT THE
MAY 8, 2008, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2008

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-23-08.doc

Exhibit 1

CONTRACT QR-7/05
WORK AUTHORIZATION ORDER

CONTRACT QR-7. 018 : QUICK RESPONSE CONTRACT

LOCATION:

1. Bloomingdale Road and Dale Roads in the City of Glendale Heights.
2. 55th Street and Park Ave, in the City of Downers Grove

CONTRACTOR:

Rossi Contractors Inc

DESCRIPTION OF WORK:

1. The scope of this work involves locating, removing, adjusting, and replacing an existing manhole frame and lid on Bloomingdale Road.
2. The scope of this work involves the removal and disposal of a damage manhole frame and lid, replacement with a new frame and lid, and associated pavement repair.

REASON FOR WORK:

1. Manhole frame and lid required adjustment to meet new roadway elevation.
2. Manhole frame and lid was broken.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[ ] IS [X] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

N/A

SHEET 2 OF 2

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DU PAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: 4/24/08

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: 4-24-08

CONSTRUCTION/QR-7FORMS/WORK AUTHORIZATION FORM.doc

DATE: May 2, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Approving and Ratifying Certain Contract Change Orders at the May 8, 2008, DuPage Water Commission Meeting Resolution No. R-24-08	**APPROVAL**	

Account Numbers: Change Order No. 1 to Contract for Supply of Engine Generator Units
Lexington 01-60-8201.01
DuPage 01-60-7213.01

Resolution No. R-24-08 would approve the following Change Orders:

Revised Change Order No. 1 to Contract for Supply of Engine Generator Units:

Pursuant to Resolution No. R-16-08, approved March 13, 2008, the Board approved Change Order No. 1 to Contract for Supply of Engine Generator Units which would have changed the Delivery Period under the Contract from March 1, 2009, and ending April 30, 2009, inclusive, to July 1, 2009, and ending August 31, 2009, inclusive. After the Board's approval of Change Order No. 1, the Generator Supply Contractor, Patten Industries, discovered that a materials cost escalation charge of $90,000.00 would normally be imposed by the manufacturer of the engine generators for a four month time extension but not for a two month time extension.

Due to the delay in the bidding of the Installation Contracts pursuant to which the Installation Contractors will install the engine generator units and appurtenances to be supplied by the Generator Supply Contractor, an extension of the original Delivery Period, though not critical, would be cost-effective in minimizing the impact of such delay on the Installation Contractors. As such, and in the interests of cooperation and to avoid disputes with the Generator Supply Contractor, staff and the consulting engineers believe a two month time extension to be sufficient.

Resolution No. R-24-08 would approve a Revised Change Order No. 1, changing the Delivery Period under the Contract from March 1, 2009, and ending April 30, 2009, inclusive, to May 1, 2009, and ending June 30, 2009, inclusive, and repeal the approval of the original Change Order No. 1.

MOTION: To approve Resolution No. R-24-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-24-08

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
MAY 8, 2008, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders are in the best interest of the DuPage Water Commission and authorized by law; provided, however, that with respect to the approval and/or ratification of Revised Change Order No. 1 to the Contract for Supply of Engine Generator Units, such approval and/or ratification by the Board of Commissioners of the DuPage Water Commission is subject to the approval of the City of Chicago as required by the January 22, 2007, Intergovernmental Agreement Concerning the Construction, Operation, and Maintenance of Electrical Generation Facilities and Other Capital Improvements at the Lexington Pumping Station between the Commission and the City of Chicago.

SECTION TWO: Resolution No. R-16-08 shall be and it hereby is repealed in its entirety and shall be of no further force or effect.

Resolution No. R-24-08

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-24-08.doc

Exhibit 1

Resolution No. R-24-08

1. Revised Change Order No. 1 to the Contract for Supply of Engine Generator Units changing the Delivery Period under the Contract from March 1, 2009, and ending April 30, 2009, inclusive, to May 1, 2009, and ending June 30, 2009, inclusive.

DATE: May 2, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	**ORIGINATING DEPARTMENT**	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station Resolution No. R-26-08	**APPROVAL**	

Account Number: 01-60-7213.01

Resolution No. R-26-08 would authorize advertisement for bids on a Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.

MOTION: To approve Resolution No. R-26-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-26-08

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT FOR THE CONSTRUCTION OF ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION FOR THE DuPAGE PUMPING STATION
(Contract PSD-7/08)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of Electrical Generation Facility and Office/Garage Expansion for the DuPage Pumping Station—Contract PSD-7/08" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-26-08.doc

EXHIBIT A

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Camp Dresser & McKee Inc.
125 South Wacker Drive
Suite 600
Chicago, Illinois 60606

1. Invitation to Bid

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

> Providing, performing, and completing at the Work Site described below and in the manner described and specified in this Bid Package all necessary design, work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the expansion/conversion of an existing service building to a new electrical generator building; the installation, start-up testing, calibration, and field acceptance testing of, and the operation and maintenance training for, the four stationary engine generator sets and appurtenances and one portable engine generator set and appurtenances in trailer to be furnished by Patten Industries, Inc. under separate contract with Owner; the expansion/conversion of an existing service building to a new office building; and the construction and installation of a new garage, new covered parking area, and new surface and site improvements, including all appurtenant Work, at the DuPage Pumping Station in the City of Elmhurst, Cook County, Illinois.

The Work shall be performed at the following Work Site:

> DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Cook County, Illinois 60126.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and

shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

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

(1) Invitation for Bidder's Proposals;

(2) General Instructions to Bidders;

(3) Special Instructions to Bidders;

(4) Addenda, if issued;

(5) Bidder's Proposal;

(6) Bidder's Sworn Acknowledgment;

(7) Bidder's Sworn Work History Statement;

(8) Form of Bid Bond;

(9) Request for Additional Information, if any;

(10) Bidder's Sworn Statement of Responsibility, if requested;

(11) Other Information Submitted by Bidder, if requested; and

(12) Notice of Award.

4. **The Contract**

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

(1) Contract Agreement;

(2) Contractor's Certification;

(3) Schedule of Prices;

(4) General Conditions of Contract;

(5) Special Conditions of Contract;

(6) Contract Drawings;

(7) Specifications;

(8) Form of Performance Bond;

(9) Form of Labor and Material Payment Bond;

(10) Prevailing Wage Ordinance; and

(11) Addenda, if issued.

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

5. **Inspection and Examination; Pre-Bid Conference**

A. Non-Disclosure and Confidentiality Agreement. A Non-Disclosure and Confidentiality Agreement must be signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package before Owner will release the Bidding Documents and the Contract to a prospective Bidder. The Non-Disclosure and Confidentiality Agreement may be examined and obtained at the offices of Owner and Engineer as listed above.

B. Bid Package. The Bidding Documents and the Contract may be examined by a prospective Bidder at the offices of Owner and Engineer as listed above; provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. A copy of the Bidding Documents and the Contract may be purchased by a prospective Bidder at the office of Engineer upon payment of ***[$250.00]*** per set, which fee is non-refundable; and provided, however, that the required Non-Disclosure and Confidentiality Agreement shall have been signed in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package. Persons requesting documents to be sent by mail shall include an additional ***[$25.00]*** per set to cover postage.

C. Inspection and Examination. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall

obtain permission from Owner or other appropriate property owner prior to commencement of any such activity.

Owner will provide access to the DuPage Pumping Station for such pre-bid inspections ***[from X:00 x.m. to X:00 x.m. on the following days: TBD (if any)]***

; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection ***[X]*** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. ***[For access on other dates or times, contact Engineer.]***

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

D. Mandatory Pre-Bid Conference. A pre-bid conference of all prospective Bidders shall be held at the Work Site on ***[XX]***, 2008, at ***[X]***:00 o'clock, ***[X]***.M., local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection ***[X]*** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

6. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, ***[XXX]***, 2008, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. Bid Security, Bonds, and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal

Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

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

DATED this ***[XX]*** day of ***[XXX]***, 2008.

DuPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

2. **Interpretation of the Bidding Documents and the Contract**

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

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

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

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

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

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

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle

such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

3. **Calculation of Unit Price Proposals and Compensation**

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

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

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

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

4. **Prevailing Wages**

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

5. **Taxes and Benefits**

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

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

6. **Permits and Licenses**

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

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

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

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

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

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

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

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

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

(1) Bidder's Sworn Acknowledgment included in this Bid Package;

(2) Bidder's Sworn Work History Statement included in this Bid Package;

(3) Bid Security as required by Section 9 of these General Instructions to Bidders;

(4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;

(5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and

(6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this Bid Package.

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

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

8. **Signature Requirements**

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

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

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

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.

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

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

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

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

9. **Bid Security**

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

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

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

(1) A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.

(2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates

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

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

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

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

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

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

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

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

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

14. **Qualification of Bidders**

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

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

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

15. **Disqualification of Bidders**

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

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

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

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

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

(1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;

(2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;

(3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;

(4) submits an unsigned or improperly signed Bidder's Proposal;

(5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or

(6) submits a Bidder's Proposal that is not prepared in ink.

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

16. Award of Contract

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

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

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

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

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

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

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

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

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

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

21. **Confidentiality**

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

EXHIBIT C

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

ELECTRICAL GENERATION FACILITY AND OFFICE/GARAGE EXPANSION
FOR THE DuPAGE PUMPING STATION
CONTRACT PSD-7/08

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

A. Generator Sets to be Furnished by Others. Bidders are specially instructed to note that Owner has awarded a Contract for Supply of Engine Generator Units (the "Generator Supply Contract") to Patten Industries, Inc. (the "Generator Supply Contractor") to furnish four stationary engine generator sets and appurtenances and one portable engine generator set and appurtenances in trailer to the Work Site for installation, calibration, testing, and training or, with respect to the portable engine generator set and appurtenances in trailer, calibration, testing, and training by the successful Bidder under the Contract, all as set forth in Subsection ***[X]*** of the Special Conditions of Contract included in this Bid Package, and to exclude such costs from their Price Proposal accordingly. Bidders shall familiarize themselves with the Generator Supply Contract and any shop drawings approved thereunder, copies of which can be obtained from Owner or Engineer, but this information is not part of the Bid Package nor will it become a part of the Contract as awarded.

The successful Bidder will be responsible to coordinate delivery, installation, calibration, testing, and training with Engineer, Owner, and the Generator Supply Contractor; will be required to retain the services of, and pay all costs incurred by, the Generator Supply Contractor to furnish qualified field superintendent(s) to assist and direct the successful Bidder in the proper installation, start-up testing, calibration, and field acceptance testing of, and the operation and maintenance training for, the engine generator sets and appurtenances; will have sole responsibility for the proper installation, calibration, and testing of the four stationary engine generator sets and appurtenances and for all risk of loss or damage or destruction to the four stationary engine generator sets and appurtenances from and after delivery to the Work Site and until Final Payment; and will have sole responsibility for the proper calibration and testing of the portable engine generator set and appurtenances in trailer and for all risk of loss or damage or destruction to the portable engine generator set and appurtenances in trailer from and after delivery to the Work Site and until removed from the Work Site.

B. Materials, Equipment, Supplies, and Services to be Furnished by Owner. Bidders are specifically instructed to note the materials, equipment, supplies, and services to be furnished by Owner, as set forth in Subsection ***[X]*** of the Special Conditions of Contract included in this Bid Package, and to exclude such costs from their Price Proposal accordingly.

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

D. Allowances. Bidders are specifically instructed to note that Price Proposals for the Work are deemed to include certain allowances. Bidders are directed to Section ***[XX]*** of the Special Conditions of Contract and Section ***[XX]*** of Specification Section ***[XXX]*** included in this Bid Package for a further description of the allowances deemed included in the Bidder's Price Proposal for the Work.

E. Pre-Existing Project Record Documents. Information as to the location and manufacture of Owner's existing facilities and equipment has been indicated or provided solely for the convenience of prospective Bidders. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of such information and such information is not guaranteed. Bidders may examine at the offices of Owner and Engineer the "Drawings of Record" from the initial construction of the DuPage Pumping Station and appurtenances within the Work Site. Such information is made available solely for the convenience of Bidders and is not guaranteed. Bidders are directed to Section 1 of the General Instructions to Bidders included in this Bid Package for provisions related to the improper use of this information.

As noted in Section 1.5 of the General Conditions of Contract included in this Bid Package, the successful Bidder will be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching or 200 lineal feet in advance of such excavation or trenching, whichever is earlier. All locating of Owner's underground installations such as yard piping is to be performed by the successful Bidder without assistance from Owner, and Owner will not be responsible for marking the approximate locations of those facilities.

F. Pre-Bid Work Site Inspections. As noted in Section 1 of the General Instructions to Bidders included in this Bid Package, each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles,

unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid Package; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. Any prospective Bidder desiring to make borings, explorations, or observations to determine conditions at or around the Work Site shall obtain permission from Owner or other appropriate property owner prior to commencement of any such activity. Owner will provide access to the DuPage Pumping Station for such pre-bid inspections ***[from X:00 x.m. to X:00 x.m. on the following days: TBD (if any)]***

; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection ***[X]*** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance. ***[For access on other dates or times, contact Engineer.]***

G. Mandatory Pre-Bid Conference. A pre-bid conference of all prospective Bidders shall be held at the Work Site on ***[XXX]***, 2008, at ***[X]***:00 o'clock, ***[X]***.M., local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder in the manner required pursuant to Section 8 of the General Instructions to Bidders included in this Bid Package; and (ii) the security requirements set forth in Subsection ***[X]*** of the Special Conditions of Contract included in this Bid Package shall have been complied with, including without limitation providing to Engineer a list of all Persons requiring access at least 48 hours in advance.

[H. Materials to be Removed for Owner Salvage. The successful Bidder shall be required to carefully remove, protect, and deliver to Owner the XXX as provided in Section 1.19 of Specification Section 16000 included in this Bid Package].

I. Testing. All quality control testing is to be performed by the successful Bidder unless the Specifications included in this Bid Package specifically identify Owner as the entity responsible for such testing.

J. Special Warranty Obligations. As part of the successful Bidder's warranty obligations under the Contract, the successful Bidder will be required to provide the seasonal training specified in Subsection 1.08B of Specification Section 01730, the maintenance specified in Subsection 3.17B of Specification Section 15030 and in Subsection 3.02B of Specification Section 16500, and any other post-

construction seasonal or deferred landscaping, restoration, maintenance, or testing Work, and associated Work specified in the Specifications included in this Bid Package. **AS A RESULT, BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT OWNER MAY RETAIN OUT OF THE MONEYS OTHERWISE PAYABLE TO THE SUCCESSFUL BIDDER AT FINAL PAYMENT UP TO *[$45,000.00]* FROM THE CONTRACT PRICE AND MAY EXPEND THE SAME IN THE MANNER PROVIDED IN SECTION 3.4 OF THE GENERAL CONDITIONS OF CONTRACT INCLUDED IN THIS BID PACKAGE.**

2. **Special Construction Considerations**

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

BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SCHEDULE THE WORK AS NECESSARY TO ENABLE THE SUCCESSFUL BIDDER TO REQUEST DELIVERY OF THE FOUR STATIONARY ENGINE GENERATOR SETS AND APPURTENANCES TO BE FURNISHED BY THE GENERATOR SUPPLY CONTRACTOR UNDER THE GENERATOR SUPPLY CONTRACT WITHIN THE PERIOD BEGINNING *[MAY 1, 2009, AND ENDING JUNE 30, 2009,]* FOR INSTALLATION AT THE WORK SITE NO LATER THAN ONE WEEK AFTER DELIVERY.

BIDDERS ARE ALSO SPECIFICALLY INSTRUCTED TO NOTE THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SCHEDULE THE NEW PARKING LOT WORK AS NECESSARY TO PERFORM SUCH WORK AT OR BY THE TIMES SPECIFIED IN SPECIFICATION SECTION 01014 INCLUDED IN THIS BID PACKAGE.

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

B. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner will obtain the necessary permits from the Illinois

Environmental Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith.

The successful Bidder shall be required to pay all fees, give all notices and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved.

The following Persons have been contacted in reference to the above:

[Mr. Jerry Kuhn
Illinois Environmental Protection Agency
Division of Public Water Supplies
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Kevin E. Hall
Commonwealth Edison Company
Projects and Contracts
Three Lincoln Center
Oakbrook Terrace, Illinois 60181-4260
630-437-2142]

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

C. Limited Access. The successful Bidder shall be required to confine its operations to the areas of the Work Site shown on the Contract Drawings for the successful Bidder's non-exclusive use. On all other lands, the successful Bidder shall have no right unless it obtains them from the proper parties. In addition, Owner will be occupying the Work Site for the conduct of its normal operations. The successful Bidder shall be required to cooperate with Owner and Engineer to minimize conflict and to facilitate Owner's usage.

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

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

DATE: May 2, 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 SafetyLogic Access Agreement between the DuPage Water Commission and Safetylogic.com, Inc. for Access to MSDS Management and Online Employee Training Applications Resolution No. R-27-08	**APPROVAL**	

Account No. 01-60-6627

Resolution No. R-27-08 would suspend the purchasing procedures of the Commission's By-Laws and approve an agreement for access to Safetylogic.com's MSDS Management and Online Employee Training applications at an estimated cost of $38,240.00 over a three-year term. The annual cost is under the FY08/09 budget by approximately 13%.

Having access to the Safetylogic material safety data sheet (MSDS) management application will allow the Commission to more effectively manage and maintain its MSDSs in order to protect employees from the hazards associated with the improper handling and storage of hazardous materials. Access to Safetylogic's training applications will help the Commission provide employee safety training that is designed to meet OSHA compliance requirements, with each course including an interactive learning presentation with audio/narration, graphics/pictures, a test on the material, and other features. In addition, the applications allow robust tracking and reporting functions.

Six (6) different software packages were initially demonstrated for the Employee Safety Committee twice. The Employee Safety Committee then ranked the vendors in order of favorability and the three (3) most favorably ranked vendors demonstrated the software packages and capabilities for a third time. By consensus of the Employee Safety Committee, Aon's Safetylogic.com management systems were determined to have the best features, including user interface, document search capability, and the most understandable document formatting, and provided the highest overall ranked package that met the Commission's safety information and training needs.

MOTION: To approve Resolution No. R-27-08.

DRAFT

DuPAGE WATER COMMISSION

RESOLUTION NO. R-27-08

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SAFETYLOGIC ACCESS AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND SAFETYLOGIC.COM, INC. FOR ACCESS TO MSDS MANAGEMENT AND ONLINE EMPLOYEE TRAINING APPLICATIONS

WHEREAS, the Commission desires to obtain, and Safetylogic.com, Inc. desires to provide, access to its MSDS Management and Online Employee Training applications;

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: An Access Agreement between the DuPage Water Commission and Safetylogic.com, Inc. for access to its MSDS Management and Online Employee Training applications, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved; the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

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

Agreement executed by Safetylogic.com, Inc. with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the Access Agreement, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2008.

_____
Chairman

ATTEST:

_____
Clerk

Board/Resolutions/R-27-08.doc

EXHIBIT 1

SAFETYLOGIC ACCESS AGREEMENT

This Access Agreement (the "Agreement") is effective as of May 9, 2008 ("Effective Date") and is by and between Safetylogic.com, Inc., an Oregon corporation, whose mailing address is 1000 North Milwaukee Avenue, Glenview, IL 60025 ("Safetylogic.com") and DuPage Water Commission, whose mailing address is 600 E. Butterfield Rd. Elmhurst, IL 60126 ("Client").

1. Safetylogic.com and Client Responsibilities. Safetylogic.com and Client shall have the duties and responsibilities set forth in **Exhibit A** attached hereto, as may be amended from time to time.

2. Responsibility for Account and Use of Service.

2.1 Client agrees to pay Safetylogic.com in accordance with **Exhibit B**. Safetylogic.com reserves the right to change the prices set forth in Exhibit B upon not less than thirty (30) days notice to Client prior to the annual renewal date. Any price increase, if applicable, would take effect upon the annual renewal date, but at no time within the initial 3-year term.

2.2 Client is responsible for all access to and use of the Service through Client's password. Use of the Service is limited to current employees of Client and Client's Affiliates or such other persons as Client may authorize from time to time to use the Service by written notice to Safetylogic.com. Client shall keep its password(s) strictly confidential and shall not grant access to the Service or to Client's Site to any third party without proper notification to Safetylogic.com.

2.3 Client is responsible for establishing and maintaining, at its own expense, all telecommunications equipment and access lines necessary to access and support transmission of the Service. Client acknowledges and understands that the access to and through the Internet may be interrupted from time to time and that the Service and/or Client's Site may be down from time to time for routine maintenance and the installation of enhancements.

3. Terms and Termination.

3.1 The initial term of this Agreement shall be three (3) years from the Effective Date first set forth above and it shall renew automatically for successive one-year periods unless within thirty (30) days prior to the end of the initial 3-year term and each annual term thereafter, either party has so notified the other that it does not intend to renew for an additional one year term.

3.2 This Agreement may be voluntarily terminated by Safetylogic; (i) in the event that the Client fails to comply with any material term or condition hereof and such failure is not remedied within sixty (60) days after written notification of such failure has been given to the other party; (ii) in the event that the Client becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver or trustee in bankruptcy or similar officer for all parts of its business or assets; or (iii) in the event that the Client avails itself of or becomes subject to any bankruptcy proceeding under Federal law or any statute of any state relating to insolvency or the protection of rights of creditors.

3.3 Upon termination of this Agreement, Safetylogic.com shall promptly remove Client's Site and all information contained therein, from the Service. The confidentiality obligations of Section 12, any outstanding payment amounts, and indemnity obligations of Section 5, shall survive the termination of this Agreement.

4. Definitions. For purposes of this Agreement, the following definitions shall apply:

4.1 "Affiliate(s)" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with either Safetylogic.com or Client, as applicable.

4.2 "Client's Site" shall mean the portion of the Service (defined below) associated with and/or containing information concerning the risk management and/or other program(s) maintained for Client by Safetylogic.com.

4.3 "Safetylogic.com Content" shall mean any information, data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content available through the Service (defined below) which is proprietary to Safetylogic.com or its Affiliates.

4.4 "Service" shall mean the online service described in **Exhibit A** attached hereto, provided, operated and managed by Safetylogic.com or its Affiliates, which provides or makes accessible certain information, content and communication, including, without limitation, the Safetylogic.com Content, Third Party Content, e-mail functionality, discussion groups, Internet links and Client's Site, all as presented under or in association with the Safetylogic.com name or a similar or a successor name.

4.5 "Third Party Content" shall mean any information, data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content placed on the Service (defined above) which is provided by or is proprietary to third parties.

4.6 "User" shall mean an individual who is authorized by Client to access the Service.

5. Indemnity and Indemnity Procedures.

5.1 Client shall indemnify, defend and hold harmless Safetylogic.com and its officers, directors, Affiliates, subsidiaries and employees (collectively "Indemnities") from and against any and all claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees (individually and collectively "Loss") in connection with any claim, action or proceeding brought by any third party resulting from or arising out of (i) any breach by Client of any of its representations and warranties set forth herein and (ii) any material placed on the Service by Client which (a) is defamatory or illegal, or (b) infringes on the proprietary or intellectual property rights of a third party, or (c) violates a third party's right of publicity or right of privacy.

5.2 Safetylogic.com shall indemnify, defend and hold harmless Client and Client's Indemnities from and against any Loss in connection with any claim, action or proceeding brought by any third party resulting from or arising out of (i) any breach by Safetylogic.com of any of its representations and warranties set forth herein and (ii) any Safetylogic.com Content available through the Service which (a) is defamatory or illegal, or (b) infringes on the proprietary or intellectual property rights of a third party, or (c) violates a third party's right of publicity or right of privacy.

5.3 If a third party asserts any claim or allegation which, if proven, would trigger the indemnification obligations set forth in Sections 5.1 and 5.2, the indemnified party shall (i) promptly notify the indemnifying party in writing of such claim; (ii) give the indemnifying party the opportunity to defend or negotiate a settlement of any such claim (at the indemnifying party's expense); and (iii) reasonably cooperate with the indemnifying party in the defense or settlement of such claim (at the indemnifying party's expense). The indemnifying party shall not settle any claim involving the indemnified party without the latter's prior written consent, unless such settlement includes an unconditional release of the indemnified party from all liability relating to the Loss.

6. System Modifications and Upgrades. Safetylogic.com may upgrade or revise any or all aspects of the Service, in its sole discretion

and without prior notice to Client or its Users. Client understands and acknowledges that during the modification and/or upgrade times, the Service and Client's Site may not be accessible by Client and its Users. Safetylogic.com shall use reasonable efforts to minimize the disruption caused during such upgrade or modification periods.

7. **Warranties, Disclaimer of Warranties and Exclusion of Liability:**

7.1 Safetylogic.com represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and to provide the Service; (ii) neither Client's use of the Service, nor any Safetylogic.com Content provided through the Service will, to the best of Safetylogic.com's knowledge, infringe any proprietary or intellectual property right of any third party or will violate any third party's right of publicity or privacy; (iii) any Safetylogic.com Content provided through the Service is not illegal or defamatory but does not warranty the accuracy and maintenance of its Content on the system; (iv) Client's Site is secure and may only be accessed by Safetylogic.com and persons in possession of Client's password; (v) Safetylogic.com is authorized to place Third Party Content on Client's Site by Third Party Content owners with whom it directly contracts; (vi) Safetylogic.com will not place Third Party Content on Client's Site which it knows infringes the rights of a third party; and (vii) in the event that Safetylogic.com becomes aware of a claim of infringement arising out of the placement, distribution, reproduction or use of any Third Party Content on Client's Site it will so notify Client and take prompt steps to either obtain a license for the continued use of the Third Party Content (at no additional cost to Client) or to remove the Third Party Content from Client's Site, or take steps to dispute the claim of infringement.

7.2 Client represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and to use the Service; (ii) it will comply with all applicable international, national and local laws, regulations and practices; (iii) in using the Service, it will not infringe any copyrights, patents, trade secrets, trademarks, service marks, trade names or other proprietary rights of a third party (collectively "Infringements"); (iv) it will not post to Client's Site any obscene material or material constituting child pornography or any other pornography under applicable law; (v) it will not post any material which is defamatory; (vi) it will not post any material containing Trojan horses, worms, time bombs, cancelbots or other computer programming code or defects which are intended to damage Clients or User's Site or data, or Service; (vii) it will not permit its Users to compromise the computer security or disrupt or overload the Service; (viii) any material placed on Client's Site by Client or its representatives shall not infringe the copyrights, patents, trademarks, trade secrets, or other proprietary rights of a third party.

7.3 THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE SERVICE AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) ARISING FROM THE USE OR PROVISION OF THE SERVICE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5 OF THIS AGREEMENT, IN NO EVENT SHALL SAFETYLOGIC.COM'S LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND MALPRACTICE) OR OTHERWISE, EXCEED THE COMPENSATION PAID TO SAFETYLOGIC.COM UNDER THIS AGREEMENT.

7.6 Safetylogic.com does not by virtue of the Service expressly or impliedly undertake to perform or assume any duty owed by Client to any of Client's employees, visitors or other third person in respect to the safe/healthful maintenance and/or operation of the workplace. Client therefore shall defend, protect, indemnify and/or hold Safetylogic.com harmless from liability to any employee or customer, or other third party, claiming damages based upon alleged breach by Safetylogic.com of a duty owed by Client to such employee or third party. It is understood that Client shall be free to adopt or reject, in whole or in part, any information and/or recommendations contained on the System or generated through Client's use of the System. Therefore, no undertaking by Safetylogic.com pursuant to this Agreement shall be construed to create a basis for reliance by any employee of Client or by any third person on the safety of any device, machine, method or process used or employed within Client's premises nor shall it be deemed or considered, based on Client's use of the System, to fulfill any legal or regulatory requirements.

8. **Limitation on Use of Content.**

8.1 Safetylogic.com retains all intellectual property rights in and to the Safetylogic.com Content and Service and no transfer of such rights results from entering into this Agreement. Except as may be otherwise prohibited by a restrictive legend in the Safetylogic.com Content and subject to Client's compliance with all terms contained herein, Safetylogic.com authorizes Client to use and distribute Safetylogic.com Content provided that (a) the use and distribution of Safetylogic.com Content is limited to Client's and its Affiliates' internal organization and their respective representatives and (b) all copies of Safetylogic.com Content and Service shall contain all copyright or proprietary notices or restrictive legends. Any other use or distribution of Safetylogic.com Content, unless authorized in writing by Safetylogic.com, is prohibited.

8.2 Client grants Aon Safetylogic.com permission to post bulletins on Client's Site for informational purposes, from time to time.

9. **Choice of Law:** This Agreement and all of the parties' respective rights and obligations in connection herewith shall be governed by and construed in accordance with the laws of the United States of America and, excluding conflicts rules, of the State of Illinois. Any proceeding to interpret or enforce any term or condition of this Agreement shall be commenced in the state or federal court located in Chicago, Illinois. Client hereby consents to the jurisdiction of the courts in the State of Illinois.

10. **Confidentiality.**

10.1 Safetylogic.com and Client agree that without the express written consent of the other, none of its officers, directors, employees, agents or representatives will disclose to any third party any confidential information furnished by or obtained from the other party pursuant to this Agreement. Confidential information means software programs and the materials and documentation relating to them as well as other proprietary business data and any other information designated as such by a party disclosing such information ("Discloser") at the time of disclosure ("Confidential Information"). Information regarded as Confidential includes, but is not limited to, the terms of this Agreement. Both Parties' obligation with respect to confidential and proprietary information shall not apply to 1) information which was known to the receiving party before disclosure by the disclosing party; or 2) which is or becomes information within the public domain (through no fault of the receiving party); or 3) which is independently developed by the receiving party; or 4) which is rightfully received by the receiving party from third parties not subject to an obligation of confidence to the disclosing party; or 5) the release of which is approved by the disclosing party in writing; or 6) which is disclosed pursuant to the Illinois Freedom of Information Act. In addition, Safety Logic.com Inc. acknowledges and approves that this Agreement will be publicly disclosed in a public meeting of Client's Governing Board conducted pursuant to the Illinois Open Meetings Act, will be attached, in its entirety, to an approving resolution of Client's Governing Board which will be posted on the Commission's website, for a limited time of approximately 60 days, and a summary of the pricing which will remain on the website.

10.2 If either Party, or any of its representatives ("Recipient"), is required or requested by government authority, or court, of competent jurisdiction to disclose any Confidential Information, the Recipient will

promptly notify the Discloser so that the Discloser may seek an appropriate protective order, or waive this Section. If Discloser does not waive this Section, and such protective order is not obtained prior to 48 hours of the constraint(s) of the required or requested disclosure issued by government authority, or court, of competent jurisdiction, compliance with this Section is waived immediately.

11. Excusable Delay/ Force Majeure.

Safetylogic shall not be responsible or deemed to be in default for non-performance or delays in performance of this Agreement due to causes beyond its control including but not limited to, civil war, war, terrorism, Internet viruses, computer worms, insurrection, unforeseeable strikes, riots, fires, floods, explosions, earthquakes, acts of God or the public enemy, and any statute, order, regulation, proclamation, ordinance, demand or requirement of any governmental agency imposed after the effective date of this Agreement which has a material impact on Safetylogic's ability to perform. Upon the occurrence of such event, and upon giving prompt written notification to the Client, Safetylogic shall be excused from such performance to the extent of such prevention, restriction, or interference provided that Safetylogic shall take all responsible steps to avoid or remove such causes of non-performance and shall continue performance hereunder with dispatch whenever such causes are removed.

12. General.

12.1 This Agreement is the entire agreement between the parties about the subject matter hereof and it incorporates or supersedes all other prior or contemporaneous written and oral communications. This Agreement may be changed or supplemented only by a writing signed by authorized representatives of the parties.

12.2 Safetylogic.com and Client are each independent contractors. The parties do not intend to form any type of partnership or joint venture as a result of this Agreement.

12.3 Failure to enforce any term or provision of this Agreement shall not operate as a waiver of any similar or the same right at any subsequent time or with regard to any other term or condition.

12.4 Captions used in this Agreement are for convenience only.

12.5 This Agreement may be executed on two counterparts, each of which shall be deemed to be an original, but both of which shall constitute only one agreement.

13. Notices. Any and all notices to Safetylogic shall be sent to the address set forth below and shall be deemed received three days after deposit with the United States Postal Service if sent by certified mail, return receipt requested. Notices may also be sent by facsimile, e-mail, or overnight delivery or by hand delivery and shall be deemed received upon actual receipt of such notice.

Attn: Steve Rodell / Client Service Manager
Aon Safetylogic
1000 N. Milwaukee Avenue
Glenview, Illinois 60025
Tel: 847-953-5152
Fax: 847-953-5141
E-Mail: steve_rodell@safetylogic.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Safetylogic.com Inc.	**DuPage Water Commission**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: Robert L. Martin
Title: _____	Title: General Manager
Date: _____	Date: _____

ACCESS AGREEMENT - EXHIBIT A

Client shall receive full use of the MSDS Vault Subscription Service.

Subscription Service

Aon Safetylogic / Actio's Vault System:

- Unlimited site access to the client Vault application: no license, location or user fees.
- Configuration and implementation of Vault module by Actio
- MSDS sourcing,and revision maintainence by Actio
- 24 x 7 x 365 Customer service from Actio. Unlimited Technical assistance from Actio
- Dedicated Actio Client Service Manager who will be the Project Manager for the implementation of Actio services and will act as clients single point of contact at Actio's for customer support on an on-going basis.
- 5 Hours annually of Account Management from Aon Safetylogic.
- Online training for client administrators by Actio.
- A biannual, searchable CD-ROM copy of the client *MSDS Vault* provided by Actio.

Notes:

- Implementation timeline will vary based on several factors, including certain factors beyond the control of Safetylogic.com and Actio.
- Client customization, by quote.

Aon Safetylogic / Online Employee Training

Includes access to courseware licensed to client and access to the Learning Management System (LMS). Note: All features which are available currently on the system, are subject to change from time to time.

Client Service Plan for Online Employee Training

> For the Implementation, 10 hours of account setup is included.

> For Ongoing support, 12 hours per year (starting after the implementation is complete) for help desk calls and administrative help is included.

> For Administrative Training, 2 conference call/WebEx training sessions are included during implementation (each person only needs to attend one of the sessions; and Safetylogic typically likes to train up to 10 people per session).

Note: 2 additional training sessions throughout the 3 year term are also included that can be used at any time during the term

> Timelines for implementation will vary based on receipt of client deliverables (user lists, course lists, etc.).

Client Responsibilities:

1. Provide all required information to Safetylogic.com to complete initial content loading, including contact names. If customization of Client's Site is contracted for, Client will allocate the resources necessary to aid Safetylogic.com in organizing and designing customization project;
2. Attend scheduled training sessions as they may occur;
3. Review and edit Client's Site customization prior to implementation date or access to Users;
4. Provide Internet access to all Users using the Service;
5. Understand the security configuration, technical and content specifications for the Service, as may be amended and updated from time to time; and,
6. Promote use of the Service among Users within Client's company; each User shall become familiar with the Service as outlined in the User Guide, as may be amended from time to time.

7. Maintain the following configurations needed to access the Safetylogic systems, which may be updated as needed:

- **Minimum Requirements**
  - Windows® 98, Windows® 2000
  - Microsoft Internet Explorer 5.5, SP2 or higher.
  - 128MB+ of RAM
  - 56Kbps Internet connection (or higher)
  - "Cookies enabled" browser setting (default on most browsers)
  - Secure Web Site Access (SSL) enabled
  - Minimum screen resolution of 800 x 600
  - Adobe Acrobat Reader (free software)
  - Macromedia Flash (free software)

ACCESS AGREEMENT - EXHIBIT B

Pricing – MSDS Management

- For up to 650 MSDS, the Year 1 cost, which includes setup and subscription is $7,875 [PLUS $15 PER MSDS OVER 650 MSDS'S]
- For Years 2 & 3, subscription fee would be $6.30 / MSDS. Additional MSDSs, if needed, over 650 would incur a first year setup and subscription fee of $15 / MSDS.
- Minimum fee is Years 2 & 3 is $4095

Free logo added to system (once a user logs in)

Pricing – Online Employee Training – Enterprise Model

- **Set-up Fee (Year 1) - $1,000**
- **Annual Maintenance Fee (Years 1, 2 & 3) - $1,500/Year**
- **Topic Costs (licensed topics) – 50 Topics (6 Topics at N/C) – 44 x $200 = $8,800**
- **Annual Subscription Fees – 35 Employees at $75/Employee = $2,625/Year**
- **Year 1 Cost = $13,925, Years 2 and 3 Cost = $4,125/Year**

Note: Pricing for the Online Employee Training has been provided to client and will be valid until May 9, 2008. Minimum fee for Years 2 & 3 for Online Employee Training is $4125 / year. Note: If the 10-part PPE course is desired, it counts as 6 licensed topics (instead of 10). Topic costs above are one-time fees per the duration of the 3-year term.

Additional hours of client support or implementation from Safetylogic, if needed, shall be at $175 / hour.

DuPage Water Commission
MEMORANDUM

TO: Chairman Rathje and Commissioners

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

DATE: May 2, 2008

SUBJECT: Summary of Action Since Previous Meeting

1. The contract agreement was executed with Hill Mechanical Group for the dedicated cooling system in the Computer Equipment Room. This was authorized by Resolution No. R-20-08.

2. Commissioner Mueller has been reappointed as municipal commissioner from District 2.

Administration/Memorandums/Summary of Action 080502.doc

DATE: May 2, 2008

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	**ORIGINATING DEPARTMENT**	Safety Coordinator
ITEM	Purchase Order No. 10633	**APPROVAL**	

Account Number: 01-60-6627

Attached is Purchase Order No. 10633 to Joliet Junior College in the amount of $42,968.00 for safety related training and other training in electrical systems.

This training program is being established to provide base line knowledge for Commission employees as one component of being designated as "Qualified" and authorized, as required by OSHA and the National Fire Protection Agency (NFPA), to perform examinations, testing, troubleshooting, voltage measuring, adjustments, service and maintenance work on or near energized electrical equipment.

Joliet Junior College, a community college, has the technical instructors to perform the training utilizing adult learning techniques, has the laboratory facilities to perform the training, and most importantly, has the ability to provide the evaluative feedback on Commission employees receiving this training.

The attached purchase order in the amount of $42,968.00 is to cover the costs of the courses and instructional materials to perform the training listed in the attached spreadsheet.

MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 10633 in the amount of $42,968.00 to Joliet Junior College.

Week #	Course Title	Pipeline Employees	I/RF Employees	Operations Employees	Total Employees	Instructional Materials Cost	TOTAL Instructional Materials Cost	Session Cost (2 Sessions)	Instructional Cost Based on Current Number of Employees to be Enrolled
1	**NFPA 70E Part I (8-hrs)**	9	7	10	26	$55	$1,430	$5,400	$6,830
2	**NFPA 70E Part II (4-hrs)**	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.
3	**Digital Multimeter Certification**	0	7	10	17	$35	$595	$3,600	$4,195
4	**Basic Electrical Circuits**	0	7	10	17	$0	$0	$3,600	$3,600
5	**Electrical Principles and Practices**	0	7	10	17	$65	$1,105	$3,600	$4,705
6	**Electric Diagrams and Circuits**	0	7	10	17	$65	$1,105	$3,600	$4,705
7	**Understanding AC & DC Motors Part I (8-hrs)**	0	7	10	17	$0	$0	$7,200	$7,200
8	**Understanding AC & DC Motors Part II (8-hrs)**	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.
9	**Motor and Motor Controls Part I (8-hrs)**	0	7	10	17	$90	$1,530	$7,200	$8,730
10	**Motor and Motor Controls Part II (8-hrs)**	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.
11	**VFD's Set-Up and Trouble Shooting Part I (8-hrs)**	0	7	10	17	$49	$833	$7,200	$8,033
12	**VFD's Set-Up and Trouble Shooting Part II (8-hrs)**	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.
13	**Grounding Electrical Systems**	0	7	10	17	$0	$0	$1,800	$1,800
							Grand Total		**$42,968**

All classes/sessions are 8 hours unless otherwise noted.

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

Phone: (630) 834-0100 Fax: (630) 834-0120

Purchase Order: 10633

Ordered By:	BOSTICK CHRIS	Supplier:	Joliet Junior College
Order Date:	04/30/2008	Address:	1215 Houbolt Road Joliet IL 60431
Due Date:	04/30/2008	Telephone:	815-280-1512
		Fax No.:	
		Contact	Bruce Kuzmanich

Delivery Address: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Line	Account	Manufact Part	Item	QTY	UOM	Unit Price	Total
1	01-60-6627		Electrical Training Program per JJC Proposal April 30,2008	1	EA	42,968.00	42,968.00

Total 42,968.00

Account

Total 42,968.00

Ship Via Best Way
Payment Terms Net 45
FOB Point Point of Destination
Tax Exempt

PACKET: 00991 HOLD FOR BOARD APPROVAL
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

---------ID--------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1101 HOLLAND & KNIGHT LLP						
I-200804301680		LEGAL SERVICES: MAR. 2008	4,047.00			
5/08/2008	IL	DUE: 4/10/2008 DISC: 4/10/2008		1099: N		
		LEGAL SERVICES: MAR. 2008		01 60-6251	LEGAL SERVICES- GENERAL	4,047.00
		*** VENDOR TOTALS ***	4,047.00			
		*** PACKET TOTALS ***	4,047.00			

PACKET: 00991 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	4,047.00
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00
BATCH TOTALS	4,047.00

** 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	4,047.00	90,000	85,953.00				
			** 2008-2009 YEAR TOTALS	4,047.00						

PACKET: 00991 HOLD FOR BOARD APPROVAL

VENDOR SET: 01 DUPAGE WATER COMMISSION

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	5/2008	4,047.00

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

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

Items Paid

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1460		ACRES GROUP							
	I-AEI_0047004	LANDSCAPE MAINT.: APRIL 2008	R	4/25/2008	3,375.00		003967		3,375.00
				*** VENDOR TOTALS ***			1 CHECKS		3,375.00
1087		ALLIANCE WINDOW CLEANING INC.							
	I-91517	WINDOW WASHING: APR. 2008	R	4/25/2008	164.00		003968		164.00
				*** VENDOR TOTALS ***			1 CHECKS		164.00
1459		ALPHA BUILDING MAINTENANCE SER							
	I-8393 DWC	SEMI-ANNUAL SERVICES	R	4/11/2008	650.00		003906		
	I-8394 DWC	QUARTERLY CLEANING SERVICES	R	4/11/2008	4,199.80		003906		
	I-8430 DWC	JANITORIAL SERVICE: 04/08	R	4/11/2008	1,584.00		003906		
	I-8431 DWC	JANITORIAL SUPPLIES	R	4/11/2008	403.03		003906		6,836.83
				*** VENDOR TOTALS ***			1 CHECKS		6,836.83
1088		AMERICAN WATER WORKS ASSOCIATI							
	I-6001615110	WATERNET ON CD-ROM	R	4/25/2008	319.00		003969		319.00
				*** VENDOR TOTALS ***			1 CHECKS		319.00
1516		ARAMARK REFRESHMENT SERVICES							
	I-112645	COFFEE & SUPPLIES	R	4/11/2008	195.55		003907		195.55
1516		ARAMARK REFRESHMENT SERVICES							
	I-108688	COFFEE & SUPPLIES	R	4/25/2008	270.00		003970		270.00
				*** VENDOR TOTALS ***			2 CHECKS		465.55
1397		AT&T							
	I-200804031651	DPPS PHONE SERV.: 03/22-04/21	R	4/11/2008	397.51		003908		
	I-200804031652	DPPS PHONE SERV.: 03/16-04/15	R	4/11/2008	772.96		003908		1,170.47
1397		AT&T							
	I-200804171665	TANK SITE # 1: 04/04-05/03	R	4/25/2008	20.81		003971		20.81
				*** VENDOR TOTALS ***			2 CHECKS		1,191.28
1393		AT&T LONG DISTANCE							
	I-200804101658	DPPS LONG DIST. SERV.: 03/08	R	4/11/2008	94.23		003909		94.23
				*** VENDOR TOTALS ***			1 CHECKS		94.23
1015		AUTOZONE, INC.							
	I-2568271060	GASKET FOR PUMP # 8	R	4/25/2008	11.99		003972		11.99
				*** VENDOR TOTALS ***			1 CHECKS		11.99
1072		AVALON PETROLEUM COMPANY							
	I-523197	GASOLINE	R	4/11/2008	3,096.00		003910		3,096.00

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
1072		AVALON PETROLEUM COMPANY							
	I-524215	GASOLINE	R	4/25/2008	3,075.22		003973		3,075.22
				*** VENDOR TOTALS ***			2 CHECKS		6,171.22
1089		BERLAND'S HOUSE OF TOOLS							
	I-700956	MAINTENANCE SUPPLIES	R	4/11/2008	83.49		003911		83.49
				*** VENDOR TOTALS ***			1 CHECKS		83.49
1461		BUSINESS CARD							
	I-200804221672	WATER SUPPLY COMPLIANCE	R	4/25/2008	130.00		003974		
	I-200804251677	I-PASS, GAS, ADMIN, PUBLIC.	R	4/25/2008	1,866.17		003974		1,996.17
				*** VENDOR TOTALS ***			1 CHECKS		1,996.17
1049		CAMP DRESSER & MCKEE INC.							
	I-80279076/38	PIPE LOOP TESTING: 01/06-02/02	R	4/11/2008	3,760.53		003912		
	I-80281525/45	EVAL. ELECT. GEN. SUP. ALT.	R	4/11/2008	117,884.85		003912		121,645.38
1049		CAMP DRESSER & MCKEE INC.							
	I-80281447/39	PIPE LOOP TESTING: 02/03-03/01	R	4/25/2008	2,320.47		003975		2,320.47
				*** VENDOR TOTALS ***			2 CHECKS		123,965.85
1023		CDW GOVERNMENT, INC.							
	I-JZJ9556	HP PRINTER	R	4/25/2008	258.75		003976		
	I-KBQ1084	FILE SERVER	R	4/25/2008	5,022.71		003976		
	I-KBS7422	COMPUTER MAINTENANCE	R	4/25/2008	30.24		003976		
	I-KBX8133	FILE SERVER	R	4/25/2008	609.00		003976		
	I-KCC0552	SCADA/INSTRUMENTATION	R	4/25/2008	178.51		003976		6,099.21
				*** VENDOR TOTALS ***			1 CHECKS		6,099.21
1575		CENTURY TILE							
	I-3134083	MAINTENANCE SUPPLIES	R	4/25/2008	408.36		003977		408.36
				*** VENDOR TOTALS ***			1 CHECKS		408.36
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200804101659	LEX. PUMP STA. LABOR: 02/08	R	4/11/2008	32,961.74		003913		32,961.74
1134		CITY OF CHICAGO DEPARTMENT OF							
	I-200804171666	LEX. STA. ELECT.: 11/27-12/30	R	4/25/2008	110,995.34		003978		
	I-200804171667	LEX. STA. ELECT.: 12/30-01/30	R	4/25/2008	107,201.32		003978		
	I-200804171668	LEX. STA. ELECT.: 01/30-02/28	R	4/25/2008	98,156.18		003978		316,352.84
				*** VENDOR TOTALS ***			2 CHECKS		349,314.58
1135		CITY OF CHICAGO SUPERINTENDENT							
	I-200804031653	WATER BILLING: 03/01-03/31/08	R	4/11/2008	3,434,008.76		003914		3,434,008.76
				*** VENDOR TOTALS ***			1 CHECKS		3,434,008.76

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
1091		CINTAS FIRST AID & SAFETY							
	I-343482512	FIRST AID SUPPLIES	R	4/11/2008	149.30		003915		149.30
				*** VENDOR TOTALS ***			1 CHECKS		149.30
1009		COMED							
	I-200804111663	METER STATION ELECTRIC SERVICE	R	4/11/2008	16,102.72		003916		16,102.72
				*** VENDOR TOTALS ***			1 CHECKS		16,102.72
1136		CONSTELLATION NEWENERGY							
	I-0000470673	DPPS ELECT. SERV.: 02/25-03/24	R	4/25/2008	143,446.48		003979		143,446.48
				*** VENDOR TOTALS ***			1 CHECKS		143,446.48
1092		COUNTY OF COOK DEPARTMENT OF R							
	I-152047	ANN. LICENSE FEE: 07/07-06/08	R	4/11/2008	2,995.00		003917		2,995.00
				*** VENDOR TOTALS ***			1 CHECKS		2,995.00
1569		ED COUGHLIN							
	I-200804251675	SECURITY	R	4/25/2008	75.00		003980		75.00
				*** VENDOR TOTALS ***			1 CHECKS		75.00
1024		CTE ENGINEERS							
	I-4067537	CONCRETE RESERVOIR - 03/08	R	4/25/2008	1,041.60		003981		
	I-60017667-09	SEC. CON. POINT FOR WINFIELD	R	4/25/2008	2,445.08		003981		3,486.68
				*** VENDOR TOTALS ***			1 CHECKS		3,486.68
1574		CURRIE MOTORS FRANKFORT, INC.							
	I-H2946	FORD F350	R	4/25/2008	52,538.00		003982		52,538.00
				*** VENDOR TOTALS ***			1 CHECKS		52,538.00
1014		DHL EXPRESS (USA) INC.							
	I-J6510906	OVERNIGHT MAIL	R	4/11/2008	326.53		003918		326.53
				*** VENDOR TOTALS ***			1 CHECKS		326.53
1143		DISCOUNT TIRE CO. INC.							
	I-1327349	VEHICLE MAINTENANCE: M-99818	R	4/11/2008	355.00		003919		355.00
				*** VENDOR TOTALS ***			1 CHECKS		355.00
1240		DOOR SYSTEMS, INC.							
	I-0671524-IN	REPAIR DOOR SAFETY EDGE	R	4/11/2008	1,652.73		003920		1,652.73
				*** VENDOR TOTALS ***			1 CHECKS		1,652.73
1444		EASTLAND INDUSTRIES, INC.							
	I-40655	REBUILD VALVE ACUATOR MOTORS	R	4/11/2008	1,115.44		003921		1,115.44
				*** VENDOR TOTALS ***			1 CHECKS		1,115.44

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
1171		ELAN TECHNOLOGIES, INC.							
	I-20080076	REPAIR ANTENNA CABLE MS7B/8F	R	4/25/2008	1,704.00		003983		1,704.00
				*** VENDOR TOTALS ***			1 CHECKS		1,704.00
1095		ELECTRO-KINETICS							
	I-145013	PROXIMITY SWITCHES	R	4/25/2008	1,764.37		003984		1,764.37
				*** VENDOR TOTALS ***			1 CHECKS		1,764.37
1029		ELECTRONIC ENTRY SYSTEMS, INC.							
	I-200801170	REPAIRS TO SERVICE GATE	R	4/25/2008	802.75		003985		802.75
				*** VENDOR TOTALS ***			1 CHECKS		802.75
1233		ELMHURST MEMORIAL HOSPITAL							
	I-44689	ANNUAL EMPLOYEE PHYSICALS	R	4/11/2008	5,863.00		003922		5,863.00
				*** VENDOR TOTALS ***			1 CHECKS		5,863.00
1097		ELMHURST PLAZA STANDARD INC.							
	I-01146	ARROW BOARD REPAIR	R	4/11/2008	12.50		003923		12.50
1097		ELMHURST PLAZA STANDARD INC.							
	I-31071	VEHICLE MAINTENANCE: M-66159	R	4/25/2008	1,323.95		003986		1,323.95
				*** VENDOR TOTALS ***			2 CHECKS		1,336.45
1446		EN ENGINEERING, LLC							
	I-0022712	ROV-11A STRAY CURRENT	R	4/11/2008	3,714.93		003924		
	I-0022713	ROV-8B CORR. INVEST.	R	4/11/2008	4,316.84		003924		
	I-0022714	CP DESIGN S. TR MAIN	R	4/11/2008	5,494.70		003924		
	I-0022715	DC STRAY CURRENT 90" MAIN	R	4/11/2008	5,254.50		003924		
	I-0022716	TW-4 CORROSION ASSIST	R	4/11/2008	297.58		003924		
	I-0022717	STATIC INT TST	R	4/11/2008	1,207.05		003924		
	I-0022728	POWER GEN DESIGN	R	4/11/2008	1,314.28		003924		21,599.88
				*** VENDOR TOTALS ***			1 CHECKS		21,599.88
1154		ENGLEWOOD ELECTRIC SUPPLY CO.							
	I-668698	EXIT LIGHT BATTERIES	R	4/25/2008	144.74		003987		144.74
				*** VENDOR TOTALS ***			1 CHECKS		144.74
1027		ERRAND BOY							
	I-EBD0167-1204	MESSENGER SERVICE	R	4/25/2008	49.99		003988		49.99
				*** VENDOR TOTALS ***			1 CHECKS		49.99
1065		FEDEX							
	I-2-611-02218	OVERNIGHT MAIL	R	4/11/2008	932.92		003925		932.92
				*** VENDOR TOTALS ***			1 CHECKS		932.92

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-2425300	SAFETY EQUIPMENT	R	4/25/2008	1,085.00		003989		
	I-2425402	SAFETY EQUIPMENT	R	4/25/2008	3,225.00		003989		4,310.00
				*** VENDOR TOTALS ***			1 CHECKS		4,310.00
1573		FOX RIVER GRAPHICS							
	I-NYV18553	CONTROL ROOM MONITORS	R	4/11/2008	17,990.00		003926		17,990.00
				*** VENDOR TOTALS ***			1 CHECKS		17,990.00
1166		GLENBARD ELECTRIC SUPPLY, INC.							
	I-1063116-5001	METER STATION MAINTENANCE	R	4/11/2008	102.00		003927		102.00
				*** VENDOR TOTALS ***			1 CHECKS		102.00
1064		GOVERNMENT FINANCE OFFICERS AS							
	I-200804101660	ANNUAL MEMBERSHIP - RICHTER	R	4/11/2008	155.00		003928		155.00
				*** VENDOR TOTALS ***			1 CHECKS		155.00
1055		GRAINGER							
	I-9606875293	METER STATION MAINTENANCE	R	4/11/2008	556.72		003929		556.72
1055		GRAINGER							
	I-9606345214	MAINTENANCE SUPPLIES	R	4/25/2008	26.67		003990		
	I-9611983967	MAINTENANCE SUPPLIES	R	4/25/2008	196.65		003990		
	I-9615021921	MAINTENANCE SUPPLIES	R	4/25/2008	14.72		003990		
	I-9618961537	SCADA, MS MAINT, MAINT. SUP.	R	4/25/2008	355.72		003990		593.76
				*** VENDOR TOTALS ***			2 CHECKS		1,150.48
1399		GREELEY AND HANSEN							
	I-INV-0000246565	LEX PS GENERATION FACILITIES	R	4/25/2008	2,406.80		003991		
	I-INV-0000246566	LEXINGTON PS VAR FREQ DRIVES	R	4/25/2008	721.53		003991		
	I-INV-0000246567	LEXINGTON PS PHOTOVOLTAIC CELL	R	4/25/2008	24,320.86		003991		
	I-INV-0000247132	LEX PS GENERATION FACILITIES	R	4/25/2008	11,111.14		003991		38,560.33
				*** VENDOR TOTALS ***			1 CHECKS		38,560.33
1197		HD SUPPLY WATERWORKS, LTD.							
	I-6966194	METER STATION MAINTENANCE	R	4/25/2008	974.00		003992		974.00
				*** VENDOR TOTALS ***			1 CHECKS		974.00
1101		HOLLAND & KNIGHT LLP							
	I-200804021650	LEGAL SERVICES: FEB. 2008	R	4/11/2008	2,537.50		003930		2,537.50
				*** VENDOR TOTALS ***			1 CHECKS		2,537.50
1050		HOME DEPOT CREDIT SERVICES							
	C-6173957	MAINTENANCE SUPPLIES RETURNED	R	4/11/2008	21.96CR		003931		
	I-0023051	MAINTENANCE SUPPLIES	R	4/11/2008	53.56		003931		
	I-0120598	MAINTENANCE SUPPLIES	R	4/11/2008	84.54		003931		
	I-2131667	MAINTENANCE SUPPLIES	R	4/11/2008	74.76		003931		
	I-3022833	MAINTENANCE SUPPLIES	R	4/11/2008	33.42		003931		
	I-3051031	VEH. MAINT., MAINT. SUPPLIES	R	4/11/2008	137.88		003931		

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1050		HOME DEPOT CREDIT SERVCONT							
	I-4035524	MAINTENANCE SUPPLIES	R	4/11/2008	49.97		003931		
	I-5052742	METER STATION MAINTENANCE	R	4/11/2008	10.92		003931		
	I-6013120	MAINTENANCE SUPPLIES	R	4/11/2008	26.77		003931		
	I-6041773	MAINTENANCE SUPPLIES	R	4/11/2008	63.84		003931		
	I-6061116	MAINTENANCE SUPPLIES	R	4/11/2008	32.63		003931		
	I-6061703	MAINTENANCE SUPPLIES	R	4/11/2008	20.35		003931		
	I-6114428	MAINTENANCE SUPPLIES	R	4/11/2008	13.70		003931		
	I-6114875	MAINTENANCE SUPPLIES	R	4/11/2008	4.74		003931		
	I-7012552	MAINTENANCE SUPPLIES	R	4/11/2008	9.72		003931		
	I-7013029	MAINTENANCE SUPPLIES	R	4/11/2008	19.82		003931		
	I-7132170	MAINTENANCE SUPPLIES	R	4/11/2008	43.17		003931		
	I-8012525	MAINTENANCE SUPPLIES	R	4/11/2008	16.72		003931		
	I-9012896	MAINTENANCE SUPPLIES	R	4/11/2008	43.77		003931		718.32
				*** VENDOR TOTALS ***			1 CHECKS		718.32
1057		HSQ TECHNOLOGY							
	I-03-0281/8756	RTU	R	4/25/2008	8,800.00		003993		8,800.00
				*** VENDOR TOTALS ***			1 CHECKS		8,800.00
1319		ICI PAINTS							
	I-0169-183859	MAINTENANCE SUPPLIES	R	4/25/2008	87.70		003994		87.70
				*** VENDOR TOTALS ***			1 CHECKS		87.70
1225		IKON OFFICE SOLUTIONS							
	I-5007886260	COPIER USAGE: 02/29-03/30/08	R	4/11/2008	1,538.95		003932		1,538.95
				*** VENDOR TOTALS ***			1 CHECKS		1,538.95
1053		ILLINOIS PUBLIC RISK FUND							
	I-200804231673	WORKERS COMPENSATION INS.	R	4/25/2008	8,246.00		003995		8,246.00
				*** VENDOR TOTALS ***			1 CHECKS		8,246.00
1063		ILLINOIS SECTION AWWA							
	I-5159	PUMP & PUMP TROUBLESHOOTING	R	4/11/2008	50.00		003933		50.00
1063		ILLINOIS SECTION AWWA							
	I-5194	TRAINING: LADEGAARD	R	4/25/2008	85.00		003996		85.00
				*** VENDOR TOTALS ***			2 CHECKS		135.00
1033		JOLIET JUNIOR COLLEGE							
	I-0354233S08	WATER STORAGE CLASS: MOORE	R	4/11/2008	59.00		003934		59.00
				*** VENDOR TOTALS ***			1 CHECKS		59.00
1032		JULIE, INC.							
	I-03-08-0435	UTILITY LOCATES: MAR. 2008	R	4/11/2008	3,089.40		003935		3,089.40
				*** VENDOR TOTALS ***			1 CHECKS		3,089.40

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
1196		KARA COMPANY, INC.							
	I-233648	VEHICLE MAINTENANCE	V	3/14/2008	139.99		003836		
	I-233719	VERIZON DATA LINE GPS DATA	V	3/14/2008	60.70		003836		200.69
1196		KARA COMPANY, INC.							
	I-235140	VERIZON DATA LINE GPS DATA	R	4/11/2008	60.70		003936		60.70
1196		KARA COMPANY, INC.							
	I-233648	VEHICLE MAINTENANCE	R	4/25/2008	139.99		003997		
	I-233719	VERIZON DATA LINE GPS DATA	R	4/25/2008	60.70		003997		200.69
				*** VENDOR TOTALS ***			2 CHECKS		261.39
1235		LAB SAFETY SUPPLY, INC.							
	I-1011234771	MAINTENANCE SUPPLIES	R	4/11/2008	263.28		003937		263.28
				*** VENDOR TOTALS ***			1 CHECKS		263.28
1054		MCMASTER-CARR SUPPLY COMPANY							
	C-84288996	MAINTENANCE SUPPLIES RETURNED	R	4/11/2008	93.49CR		003938		
	I-84193309	MAINTENANCE SUPPLIES	R	4/11/2008	373.96	7.48CR	003938		
	I-84278066	MAINTENANCE SUPPLIES	R	4/11/2008	155.88	3.12CR	003938		
	I-84278067	MAINTENANCE SUPPLIES	R	4/11/2008	280.47	5.61CR	003938		700.61
				*** VENDOR TOTALS ***			1 CHECKS		700.61
1537		MEDCOM PAINTING							
	I-569	REMOVE & REPLACE WALL PAPER	R	4/25/2008	6,248.66		003998		6,248.66
				*** VENDOR TOTALS ***			1 CHECKS		6,248.66
1069		MEL'S ACE HARDWARE							
	C-405462/4	MAINTENANCE SUPPLIES RETURNED	R	4/11/2008	0.27CR		003939		
	C-405521/4	MAINTENANCE SUPPLIES RETURNED	R	4/11/2008	7.18CR		003939		
	I-405361/4	MAINTENANCE SUPPLIES	R	4/11/2008	90.78		003939		
	I-405456/4	MAINTENANCE SUPPLIES	R	4/11/2008	1.25		003939		
	I-405483/4	VEHICLE MAINT., OFFICE SUP.	R	4/11/2008	16.33		003939		
	I-405490/4	MAINTENANCE SUPPLIES	R	4/11/2008	12.13		003939		
	I-405501/4	METER STATION MAINTENANCE	R	4/11/2008	26.25		003939		
	I-405503/4	METER STATION MAINTENANCE	R	4/11/2008	0.99		003939		
	I-405505/4	MAINTENANCE SUPPLIES	R	4/11/2008	13.93		003939		
	I-405520/4	MAINTENANCE SUPPLIES	R	4/11/2008	32.34		003939		
	I-405543/4	MAINTENANCE SUPPLIES	R	4/11/2008	5.38		003939		
	I-405557/4	MAINTENANCE SUPPLIES	R	4/11/2008	17.99		003939		209.92
				*** VENDOR TOTALS ***			1 CHECKS		209.92
1051		MENARDS- HILLSIDE							
	C-1596	MAINTENANCE SUPPLIES RETURNED	R	4/11/2008	2.78CR		003940		
	I-1168	MAINTENANCE SUPPLIES	R	4/11/2008	8.99		003940		
	I-1203	MAINTENANCE SUPPLIES	R	4/11/2008	103.85		003940		
	I-1210	MAINTENANCE SUPPLIES	R	4/11/2008	13.22		003940		
	I-1266	MAINTENANCE SUPPLIES	R	4/11/2008	12.98		003940		
	I-1298	MAINTENANCE SUPPLIES	R	4/11/2008	69.87		003940		

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
1051	MENARDS- HILLSIDE CONT							
I-1565	MAINTENANCE SUPPLIES	R	4/11/2008	11.55		003940		
I-1586	MAINTENANCE SUPPLIES	R	4/11/2008	55.56		003940		
I-1593	MAINTENANCE SUPPLIES	R	4/11/2008	21.29		003940		
I-1597	MAINTENANCE SUPPLIES	R	4/11/2008	35.38		003940		
I-1606	MAINTENANCE SUPPLIES	R	4/11/2008	1.05		003940		
I-1965	MAINTENANCE SUPPLIES	R	4/11/2008	8.56		003940		
I-2112	MAINTENANCE SUPPLIES	R	4/11/2008	20.78		003940		
I-2248	MAINTENANCE SUPPLIES	R	4/11/2008	4.28		003940		
I-2298	MAINTENANCE SUPPLIES	R	4/11/2008	8.11		003940		
I-2725	MAINTENANCE SUPPLIES	R	4/11/2008	20.05		003940		392.74
			*** VENDOR TOTALS ***			1 CHECKS		392.74
1021	NAPERVILLE, CITY OF							
I-200804031654	METER STATION ELECTRIC SERVICE	R	4/11/2008	198.31		003941		198.31
1021	NAPERVILLE, CITY OF							
I-200804171669	METER STATION ELECTRIC SERVICE	R	4/25/2008	349.60		003999		
I-200804231674	METER STATION ELECTRIC SERVICE	R	4/25/2008	167.48		003999		
I-200804251676	METER STATION ELECTRIC SERVICE	R	4/25/2008	149.83		003999		666.91
			*** VENDOR TOTALS ***			2 CHECKS		865.22
1070	NATIONAL CITY BANK							
I-459647	SAFEKEEPING FEES: FEB. 2008	R	4/11/2008	1,051.30		003942		1,051.30
			*** VENDOR TOTALS ***			1 CHECKS		1,051.30
1060	NTG, INC.							
I-54249	CORROSION TELEMETRY: 03/08	R	4/25/2008	59.00		004000		59.00
			*** VENDOR TOTALS ***			1 CHECKS		59.00
1020	NEXTEL COMMUNICATIONS							
I-648652511-074	CELL PHONE SERV.: 03/09-04/08	R	4/25/2008	1,118.14		004001		1,118.14
			*** VENDOR TOTALS ***			1 CHECKS		1,118.14
1038	ORR SAFETY							
I-INV1033643	AIR MONITOR REPAIRS	R	4/11/2008	250.00		003943		250.00
			*** VENDOR TOTALS ***			1 CHECKS		250.00
1081	PATRICK ENGINEERING INC.							
I-20706.042-2	ARCIMS & ARCSDE & ARCGIS	R	4/11/2008	990.00		003944		990.00
			*** VENDOR TOTALS ***			1 CHECKS		990.00
1321	PERSPECTIVES, LTD.							
I-63961	EMPLOYEE ASSIST 04/08-06/08	R	4/11/2008	273.00		003945		273.00
			*** VENDOR TOTALS ***			1 CHECKS		273.00

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
1279		PETERS & ASSOCIATES							
	I-34928	IT MASTER PLANNING & DR TEST	R	4/11/2008	1,950.00		003946		
	I-INV0021788	VIRUS PROTECTION	R	4/11/2008	374.00		003946		2,324.00
				*** VENDOR TOTALS ***			1 CHECKS		2,324.00
1340		PREMIO, INC.							
	I-141239 SI	COMPUTERS	R	4/25/2008	3,220.00		004002		3,220.00
				*** VENDOR TOTALS ***			1 CHECKS		3,220.00
1280		PRIMERA							
	I-0019852	COMPUTER ROOM HVAC UPGRADES	R	4/25/2008	759.39		004003		759.39
				*** VENDOR TOTALS ***			1 CHECKS		759.39
1039		QUILL CORPORATION							
	I-6186979	OFFICE SUPPLIES	R	4/11/2008	435.26		003947		
	I-6187079	OFFICE SUPPLIES	R	4/11/2008	147.96		003947		
	I-6229242	OFFICE SUPPLIES	R	4/11/2008	90.53		003947		673.75
1039		QUILL CORPORATION							
	I-6431003	OFFICE SUPPLIES	R	4/25/2008	480.63		004004		
	I-6502034	OFFICE SUPPLIES	R	4/25/2008	75.25		004004		
	I-6626933	OFFICE SUPPLIES	R	4/25/2008	96.96		004004		
	I-6679165	OFFICE SUPPLIES	R	4/25/2008	116.99		004004		
	I-6725347	OFFICE SUPPLIES	R	4/25/2008	158.36		004004		928.19
				*** VENDOR TOTALS ***			2 CHECKS		1,601.94
1059		RED WING SHOE STORE							
	I-450000002454	SAFETY SHOES: DUTTON, BOSTICK	R	4/11/2008	261.98		003948		261.98
				*** VENDOR TOTALS ***			1 CHECKS		261.98
1141		RIDGEWOOD ENGINEERING, INC.							
	I-QRE3-002A	REPAIR/REPLACE POWER FEED	R	4/11/2008	1,994.14		003949		1,994.14
				*** VENDOR TOTALS ***			1 CHECKS		1,994.14
1137		ROSSI CONTRACTORS, INC.							
	I-330014	INS. & BONDS - QR-7/05	R	4/11/2008	1,000.00		003950		1,000.00
				*** VENDOR TOTALS ***			1 CHECKS		1,000.00
1119		ROYAL OFFICE PRODUCTS							
	I-OE-562895-1	OFFICE SUPPLIES	R	4/11/2008	189.22		003951		189.22
				*** VENDOR TOTALS ***			1 CHECKS		189.22
1184		JOHN SCHORI							
	I-200804031655	WATER OPERATOR RENEWAL	R	4/11/2008	10.00		003952		10.00
				*** VENDOR TOTALS ***			1 CHECKS		10.00

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

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1329		C. SEMRAD & ASSOCIATES							
	I-200804031656	CONSULTING	R	4/11/2008	468.75		003953		468.75
				*** VENDOR TOTALS ***			1 CHECKS		468.75
1043		SOOPER LUBE							
	I-133073	VEHICLE MAINTENANCE: M-79697	R	4/11/2008	36.45		003954		36.45
				*** VENDOR TOTALS ***			1 CHECKS		36.45
1040		SPECIALTY MAT SERVICE							
	I-435703	MAT SERVICE: 03/31/08	R	4/11/2008	56.20		003955		56.20
				*** VENDOR TOTALS ***			1 CHECKS		56.20
1121		SPI ENERGY GROUP							
	I-200804111661	ELECTRIC CONTRACT	R	4/11/2008	2,242.50		003956		2,242.50
				*** VENDOR TOTALS ***			1 CHECKS		2,242.50
1462		SPRINT							
	I-200804111662	CONNECTION CARD: 03/07-04/06	R	4/11/2008	50.72		003957		50.72
				*** VENDOR TOTALS ***			1 CHECKS		50.72
1392		STONKUS HYDRAULIC, INC.							
	I-G-080077	REPAIRS TO PARCO CONTROL CAB.	R	4/11/2008	5,242.88		003958		
	I-G-080110	MAINTENANCE SUPPLIES	R	4/11/2008	315.28		003958		5,558.16
				*** VENDOR TOTALS ***			1 CHECKS		5,558.16
1058		THYSSENKRUPP ELEVATOR CORP.							
	I-527264	ELEVATOR MAINT. - 04/08-06/08	R	4/11/2008	702.90		003959		702.90
				*** VENDOR TOTALS ***			1 CHECKS		702.90
1125		TOTAL FIRE & SAFETY, INC.							
	I-AR031008A	FIRE EXTINGUISHER INSPECTIONS	R	4/11/2008	93.50		003960		93.50
				*** VENDOR TOTALS ***			1 CHECKS		93.50
1047		UNITED RADIO COMMUNICATIONS							
	I-16956100	PORTABLE RADIO REPAIR	R	4/11/2008	39.75		003961		39.75
				*** VENDOR TOTALS ***			1 CHECKS		39.75
1427		VILLA PARK ELECTRIC SUPPLY CO.							
	C-01686437	UNIFORMS RETURNED: ARREDONDO	R	4/11/2008	89.75CR		003962		
	I-01685850	UNIFORMS: WEED	R	4/11/2008	89.75		003962		
	I-01685851	UNIFORMS: NILES	R	4/11/2008	89.75		003962		
	I-01685852	UNIFORMS: VILLEGAS	R	4/11/2008	97.25		003962		
	I-01685853	UNIFORMS: SCHWEIZER	R	4/11/2008	89.75		003962		
	I-01685854	UNIFORMS: MELGOZA	R	4/11/2008	96.75		003962		
	I-01685855	UNIFORMS: SCHORI	R	4/11/2008	89.75		003962		
	I-01685856	UNIFORMS: MC GHEE	R	4/11/2008	89.75		003962		
	I-01685857	UNIFORMS: DRISCOLL	R	4/11/2008	118.00		003962		
	I-01685858	UNIFORMS: MOORE	R	4/11/2008	225.00		003962		
	I-01685860	UNIFORMS: DUTTON	R	4/11/2008	89.75		003962		

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
1427	VILLA PARK ELECTRIC SUCONT							
I-01685862	UNIFORMS	R	4/11/2008	86.25		003962		
I-01686546	UNIFORMS: GUBBINS	R	4/11/2008	225.00		003962		1,297.00
			*** VENDOR TOTALS ***			1 CHECKS		1,297.00
1131	VILLA PARK OFFICE EQUIPMENT							
C-01685850	UNIFORMS: WEED	N	4/11/2008	89.75CR		000000		
C-01685851	UNIFORMS: NILES	N	4/11/2008	89.75CR		000000		
C-01685852	UNIFORMS: VILLEGAS	N	4/11/2008	97.25CR		000000		
C-01685853	UNIFORMS: SCHWEIZER	N	4/11/2008	89.75CR		000000		
C-01685854	UNIFORMS: MELGOZA	N	4/11/2008	96.75CR		000000		
C-01685855	UNIFORMS: SCHORI	N	4/11/2008	89.75CR		000000		
C-01685856	UNIFORMS: MC GHEE	N	4/11/2008	89.75CR		000000		
C-01685857	UNIFORMS: DRISCOLL	N	4/11/2008	118.00CR		000000		
C-01685858	UNIFORMS: MOORE	N	4/11/2008	225.00CR		000000		
C-01685860	UNIFORMS: DUTTON	N	4/11/2008	89.75CR		000000		
C-01685862	UNIFORMS	N	4/11/2008	86.25CR		000000		
C-01686437	UNIFORMS RETURNED: ARREDONDO	N	4/11/2008	89.75CR		000000		
I-01685850	UNIFORMS: WEED	N	4/11/2008	89.75		000000		
I-01685851	UNIFORMS: NILES	N	4/11/2008	89.75		000000		
I-01685852	UNIFORMS: VILLEGAS	N	4/11/2008	97.25		000000		
I-01685853	UNIFORMS: SCHWEIZER	N	4/11/2008	89.75		000000		
I-01685854	UNIFORMS: MELGOZA	N	4/11/2008	96.75		000000		
I-01685855	UNIFORMS: SCHORI	N	4/11/2008	89.75		000000		
I-01685856	UNIFORMS: MC GHEE	N	4/11/2008	89.75		000000		
I-01685857	UNIFORMS: DRISCOLL	N	4/11/2008	118.00		000000		
I-01685858	UNIFORMS: MOORE	N	4/11/2008	225.00		000000		
I-01685860	UNIFORMS: DUTTON	N	4/11/2008	89.75		000000		
I-01685862	UNIFORMS	N	4/11/2008	86.25		000000		
I-01686437	UNIFORMS: ARREDONDO	N	4/11/2008	89.75		000000		
1062	WASTE MANAGEMENT							
I-1863444-2008-5	REFUSE DISPOSAL	R	4/11/2008	401.75		003963		401.75
			*** VENDOR TOTALS ***			1 CHECKS		401.75
1010	WEST							
I-815702666	WESTLAW: 03/01/08-03/31/08	R	4/11/2008	380.81		003964		380.81
1010	WEST							
I-815675436	OCC SAFETY & HEALTH LAW 2008	R	4/25/2008	93.00		004005		93.00
			*** VENDOR TOTALS ***			2 CHECKS		473.81
1498	WEST & SONS TOWING, INC.							
I-340601	TOWING: M-76785	R	4/11/2008	106.00		003965		106.00
			*** VENDOR TOTALS ***			1 CHECKS		106.00

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
1557	THE CITY OF WEST CHICAGO							
I-200804031657	TRANSFER OF SALES TAX	R	4/11/2008	183,103.95		003966		183,103.95
				*** VENDOR TOTALS ***		1 CHECKS		183,103.95
1412	WESTIN ENGINEERING, INC.							
I-30312	ASSET MGMT BEST PRACT. PHASE 3	R	4/25/2008	3,288.60		004006		
I-30313	ASSET MGMT BEST PRACT. PHASE 4	R	4/25/2008	2,192.77		004006		5,481.37
				*** VENDOR TOTALS ***		1 CHECKS		5,481.37
1048	ZIEBELL WATER SERVICE PRODUCTS							
I-198717-000	METER STATION MAINTENANCE	R	4/25/2008	1,185.50		004007		1,185.50
				*** VENDOR TOTALS ***		1 CHECKS		1,185.50

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	102	4,504,742.42	16.21	4,504,758.63
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:	1	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	1	200.69	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTAL	104	4,504,943.11	0.00	4,504,943.11
BANK:	TOTALS:	104	4,504,943.11	16.21	4,504,959.32
REPORT TOTALS:		104	4,504,943.11	16.21	4,504,959.32

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: 4/01/2008 THRU 4/30/2008
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