



DuPage Water Commission

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

AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, MAY 13, 2004
7:30 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

- I. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- II. Public Comments
- III. Approval of Minutes
 - A. Regular Meeting of April 7, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - B. Special Meeting of April 7, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - C. First Regular Executive Session Meeting of April 7, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - D. Second Regular Executive Session Meeting of April 7, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
 - E. Special Executive Session Meeting of April 7, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- IV. Treasurer's Report – April 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- V. Committee Reports
 - A. Administration Committee
 - 1. Report of 5/13/04 Meeting
 - 2. Actions on Items Listed on 5/13/04 Administration Committee Agenda

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

3. Executive Session
4. General Manager Employment Contract

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

B. Engineering & Construction Committee

1. Report of 5/13/04 Meeting
2. Actions on Items Listed on 5/13/04 Engineering & Construction Committee Agenda
3. Presentation on Electrical Generation Facility
4. Presentation on Future Reservoir
5. Executive Session

C. Finance Committee

1. Report of 5/13/04 Meeting
2. Actions on Items Listed on 5/13/04 Finance Committee Agenda

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

- A. Resolution R-22-04: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission

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

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

- A. Ordinance O-11-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Article XI)

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

- B. Resolution R-20-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the May 13, 2004 DuPage Water Commission Meeting

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

- C. Resolution R-21-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the May 13, 2004 DuPage Water Commission Meeting

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

D. Resolution R-23-04: A Resolution Approving and Authorizing the Execution of a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. for Professional Engineering Services

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

E. Resolution R-24-04: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Camp Dresser & McKee Inc. for the Pipe Loop Testing Program at the DuPage Pump Station

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

F. Resolution R-25-04: A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Design of Concrete Reservoirs for the DuPage Pump Station

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

G. Resolution R-26-04: A Resolution Approving and Ratifying Certain Task Orders Under a Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C. at the May 13, 2004, DuPage Water Commission Meeting

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

H. Resolution R-27-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-6/02 at the May 13, 2004 DuPage Water Commission Meeting

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

I. Resolution R-28-04: A Resolution Approving and Authorizing the Execution of a First Amendment to the Contract for Evaluation of Electrical Generation Supply Alternatives at the DuPage Pump Station

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

IX. Old Business

A. Summary of Action Taken Since Previous Meeting

B. Phase I of Contract TW-3 Area Under Summer Paving Project

1. Resolution R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village

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

2. Resolution R-30-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I)

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

3. Purchase Order No. 8092

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

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

X. New Business

A. Committee, Task Force, and Officer Appointments

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

B. Ordinance O-12-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 3 of Article IX)

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

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

C. Ratify Purchase Order No. 8047

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

D. Ratify Purchase Order No. 8063

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

XI. Accounts Payable

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

XII. Public Comments

XIII. Executive Session

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

XIV. Commissioner Briefing on Ethics Laws

XV. Adjournment

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

**MINUTES OF A SPECIAL MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON WEDNESDAY, APRIL 7, 2004
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 5:00 P.M.

Commissioners in attendance: R. Benson, E. Chaplin, R. Ferraro, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Commissioners absent: None

Also in attendance: K. Godden and R. Beezat (PAR Group – Paul Reaume, Ltd)

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

Ayes: R. Benson, E. Chaplin, R. Ferraro, T. Feltes, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

The Commission went into Executive Session at 5:07 P.M.

Commissioner Benson moved to come out of Executive Session at 6:25 P.M. Seconded by Commissioner Feltes and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Murphy moved to adjourn the meeting at 6:38 P.M. Seconded by Commissioner Mueller and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON WEDNESDAY, APRIL 7, 2004
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

Commissioners in attendance: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Commissioners absent: None

Also in attendance: Treasurer R. Thorn, M. Crowley, R. Martin, E. Kazmierczak, R. Skiba, B. Slowinski, W. Green (Alvord Burdick & Howson) and R. Shea (Alvord, Burdick & Howson)

Commissioner Wilcox moved to open the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005.
Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Gary Webster, Glen Ellyn City Manager, made the following comments regarding the proposed management budget:

- The most recent five-year financial plan of the DuPage Water Commission was issued in early January of this year. It projected spending over \$75 million for capital projects, eliminating the water-rate stabilization reserve, and reducing unrestricted and emergency cash reserves to \$21 million within three years.
- The financial plan projections include several significant assumptions:
 - Little or no expense with the C-Factor issue;
 - No funding identified for issues involving the Lexington Pump Station;
 - No change in the sales tax allocation to the Commission.
- In addition, the five-year financial plan has apparently not been updated to include the TIB-1 Transmission Main Project approved last year with an approximate \$5 million cost overrun. Also, the five-year plan does not reflect the nearly \$3 million of increased costs contained in the budget amendment issued Friday, April 2, 2004, or the discussed \$650,000 capacity study.

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- The proposed May 1 budget includes more than \$19 million for construction projects on page 13. These projects really commit the Commission to about \$45 million of construction costs for TW-3 and the reservoir projects. The Commission should defer these two projects. The need and value of the TW-3 project and the additional reservoir should be fully and completely reviewed to determine whether they are absolutely necessary and worth the \$45 million expense. Furthermore, the Commission should carefully recalculate and update the five year financial plan.

Joe Breinig, Carol Stream Village Manager, made the following comments regarding the proposed management budget:

- With respect to the services of the financial consultant included in the budget and draft Resolution R-17-04, Mr. Breinig inquired as to the selection process used in obtaining the services, the basis of the fee amount, and, given the open-ended nature of the services to be provided under the contract, the amount of the contract.
- With respect to the \$2,735,000 in engineering services included in the budget, Mr. Breinig inquired as to the selection process that was or will be used in obtaining the services. Mr. Breinig suggested the Board consider using a competitive selection process and also questioned whether the state statute that outlines the process to be used for the selection of engineers has been followed by the Commission.
- With respect to draft Resolution R-18-04, Mr. Breinig inquired whether \$2.6 or \$6,989,756 was the current estimate of the Commission's unfunded pension liability, as the copy of draft Resolution R-18-04 that he received showed \$6,989,756 but, according to other staff reports, the correct amount is \$2.6 million.
- In addition, Mr. Breinig also questioned the rationale for staff's recommendation to fully fund the currently unfunded prior service pension liability by year-end as well as the 7.5% return assumption. Mr. Breinig noted the assumption may be flawed because the 7.5% is only realized after member and annuitant reserves are satisfied.

John Perry, Woodridge Village Administrator, made the following comments regarding the proposed management budget:

- Mr. Perry echoed Mr. Webster's comments with respect to the Five Year Improvement Plan (CIP) that has not been adopted/updated; specifically, the following:
 - The \$5 million overage on the bid price for Contract TIB-1 is not "properly" reflected in the CIP and, thus, also not properly reflected in the budget.

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- The purchase of Lexington that Mr. Perry heard mentioned is not included in the CIP and, thus, not included in the budget.
- The capacity study that has been discussed by the Commission is not included in the CIP budget and, thus, is not included in the budget.
- Mr. Perry commended the Commission for retaining Ms. Crowley as staff attorney to retain institutional memory regarding legal services, but Mr. Perry suggested the Board re-evaluate its position on hiring outside legal counsel, noting current year budget/appropriation overruns in legal services, and specifically:
 - The Commission budgeted \$312,000 for General Counsel services in 03/04 but had to make a transfer of appropriations in order to pay \$168,000 to Greenberg Traurig as special counsel.
- For 04/05, Mr. Perry noted that even though the Commission hired a staff attorney to reduce the cost of legal services, it has budgeted \$135,000 for Greenberg Traurig under an arrangement where the Commission pays \$10,000 per month for no legal services, and budgeted for the services of three other special counsels.

Commissioner Hartwig made a motion to close the Hearing Regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005. Seconded by Commissioner Benson and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

PUBLIC COMMENTS – No public comments

Commissioner Chaplin moved to approve the Minutes of the March 11, 2004 regular meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the March 11, 2004 special meeting of the DuPage Water Commission. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Ferraro moved to approve the Minutes of the March 25, 2004 special meeting of the DuPage Water Commission. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

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All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Executive Session Minutes of the March 11, 2004 meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and approved by a Voice Vote.

All voted aye except Commissioner Murphy who passed. Motion carried.

Commissioner Chaplin moved to approve the First Regular Executive Session Minutes of the March 11, 2004 meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Second Regular Executive Session Minutes of the March 11, 2004 meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Executive Session Minutes of the March 25, 2004 special meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Treasurer Thorn presented the Treasurer's Report. The Treasurer's Report for the month of March 2004 showed receipts of \$6,426,522.41, disbursements of \$14,839,010.82 and a cash and investment balance of \$186,932,731.35.

Commissioner Feltes moved to accept the March 2004 Treasurer's Report. Seconded by Commissioner Benson and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Hartwig

The Administration Committee reviewed Ordinance No. O-11-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Article XI), the ordinance that was on first reading. The Staff Attorney noted the ordinance would adopt regulations restricting the political activities of the Commission's officers and employees and the solicitation and acceptance of gifts from certain prohibited sources in a manner no less restrictive than that required by the newly-adopted State Officials and Employees Ethics Act. The Staff Attorney highlighted the key provisions of the

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ordinance and the differences between the ordinance and the model ordinance prepared by the Illinois Attorney General's Office.

The Administration Committee also requested, if time permits at the May meeting, that the Staff Attorney present a 30 minute primer on the ethical obligations of the Commissioners and perhaps the Open Meetings Act.

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

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

The Commission went into Executive Session at 8:06 P.M.

Commissioner Chaplin moved to come out of Executive Session at 8:30 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson moved to take a five minute recess. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Chairman Vondra noted that the Financial Administrator tendered his resignation and had requested that his last day be April 15, 2004, per the conditions of Resolution No. R-29-03. Chairman Vondra also noted that, even though the Board previously indicated that it was not necessary to extend the proposed retirement date as allowed by Resolution No. R-29-03, it was the consensus of the Commissioners that the April 15th date needs to be extended in accordance with the Resolution.

Commissioner Feltes moved to exercise the Commission's right to extend the April 15, 2004, retirement date requested by Mr. Skiba, to July 16, 2004, pursuant to Resolution No. R-29-03. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

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Nays: None

Absent: None

Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee reviewed the change orders in the amount \$223,017.97 and recommended approval of Resolution R-19-04 during the Omnibus Vote Agenda.

The Acting General Manager informed the Commissioners that Change Order No. 42 would eliminate a metal-seated valve on Contract TW-2 that repeatedly failed to pass the contractually required testing procedures and performance standards. It was noted the metal-seated valve would be replaced with a spool piece in the short term and that a replacement rubber-seated valve would be installed at a later date. The Acting General Manager also informed the Commissioners that he desired to replace a leaking metal-seated valve on Contract TSW-3 with a rubber-seated valve, and that negotiations with the Contract TSW-3 contractor were close to final.

Commissioner Benson made a motion to authorize the Acting General Manager to issue a change order, for ratification at the May Commission meeting, directing the Contract TSW-3 contractor to replace the metal-seated valve with a rubber-seated valve for a credit in amount acceptable to the Acting General Manager. Seconded by Commissioner Chaplin and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

The Engineering Committee also reviewed Resolutions R-15-04 and R-16-04 and recommended approval during the Omnibus Vote Agenda.

Finance Committee – Report by Commissioner Poole

The Finance Committee reviewed the March financial statements and the accounts payable and recommended their approval. The Committee also reviewed and recommended approval of Ordinance Nos. O-7-04 through O-10-04 and Resolution Nos. R-13-04, R-14-04, and R-18-04.

Chairman's Report

Chairman Vondra distributed a copy of the April 5, 2004 Crain's Chicago Business article entitled "DuPage water fight soaks GOP leaders," after which discussion ensued.

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Discussion then ensued concerning the need to maintain confidential the matters discussed in Executive Session and, particularly, an article that appeared in the March 13, 2004 Daily Herald entitled "Water pipeline expansion creates rift with members." Commissioner Mathews requested it be noted that he understands the confidential nature of matters discussed in Executive Session and that he has not disclosed to the press or anyone else the matters that were discussed in Executive Session. Chairman Vondra responded by noting he did not intend to imply that Commissioner Mathews had violated the confidentiality of Executive Session.

Chairman Vondra concluded his report by noting he was unable to discuss committee assignments with some of the new Commissioners and that he would make his committee assignments for approval at the next meeting.

OMNIBUS VOTE AGENDA

Commissioner Murphy requested that Ordinance No. O-8-04 be removed from the Omnibus Vote Agenda for separate consideration.

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

Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: W. Mueller

Absent: None

Item 1. Ordinance O-7-04: Transfer of Appropriations Ordinance for the Fiscal Year Commencing May 1, 2003 and Ending April 30, 2004 – "Majority Omnibus Vote"

Item 2. Resolution R-13-04: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund – "Majority Omnibus Vote"

Item 3. Resolution R-14-04: A Resolution Establishing the Policy of the DuPage Water Commission with Respect to Fund Balances and Construction and Rate Stabilization Reserves for the Fiscal Year Ending April 30, 2004 – "Majority Omnibus Vote"

Item 4. Resolution R-16-04: A Resolution Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and

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the Village of Villa Park Concerning Watermain Replacement Work in the Village of Villa Park – “Majority Omnibus Vote”

- Item 5. Resolution R-18-04: A Resolution Amending Resolution No. R-16-03, being “A Resolution Implementing Certain Employee Benefit Changes” – “Majority Omnibus Vote”

Commissioner Chaplin moved to approve Ordinance No. O-8-04: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005. Seconded by Commissioner Wilcox.

Commissioner Murphy noted a number of comments were raised during the budget hearing and he expected staff to respond. Commissioner Murphy also noted that even though he would be voting in favor of the budget his vote should not be construed as endorsing any of the construction projects that formed the basis of the budget. After the Staff Attorney clarified that adoption of the budget would not authorize the commencement of any particular construction project nor the prepayment of the Commission’s unfunded prior service pension liability, Ordinance No. O-8-04 was approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: W. Mueller

Absent: None

Commissioner Wilcox moved to remove from the Super/Special Majority Omnibus Vote Agenda and table Resolution No. R-17-04: A Resolution Approving and Authorizing the Execution of a Consulting Agreement with McBeath & Fates PC. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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

Super/Special Majority Omnibus Vote

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: W. Mueller

Absent: None

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- Item 1. Ordinance O-9-04: An Ordinance Establishing a Rate for Operation and Maintenance Costs for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005 – “Super/Special Majority Omnibus Vote”
- Item 2. Ordinance O-10-04: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005 – “Super/Special Majority Omnibus Vote”
- Item 3. Resolution R-15-04: A Resolution Approving and Ratifying Certain Work Authorization Order(s) Under Quick Response Contract QR-6/02 at the April 7, 2004 DuPage Water Commission Meeting – “Super/Special Majority Omnibus Vote”
- Item 4. Resolution R-19-04: A Resolution Approving Certain Contract Change Orders at the April 7, 2004 DuPage Water Commission Meeting – “Super/Special Majority Omnibus Vote”

NEW BUSINESS

Commissioner Chaplin moved to suspend the purchasing procedures of the Commission’s By-Laws and approve Purchase Order No. 8027 in the amount of \$15,627.83 to Danka Office Imaging. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

Commissioners Poole and Wilcox reported on their meeting regarding the capacity study and interfund borrowing.

Chairman Vondra noted that Ordinance No. O-11-04: “An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Article XI)” was on first reading.

ACCOUNTS PAYABLE

Commissioner Poole moved to approve the Accounts Payable in the amount of \$3,967,694.94 subject to submission of all contractually required documentation. Seconded by Commissioner Ferraro and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

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Nays: W. Murphy

Absent: None

Commissioner Murphy noted he was voting against the Accounts Payable because of the Greenberg Traurig legal services invoice.

PUBLIC COMMENTS – No comments

Commissioner Ferraro moved to take a five minute recess and then go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1). Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

The Commission went into Executive Session at 9:40 P.M.

Commissioner Mueller moved to come out of Executive Session at 11:26 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mathews moved to appoint Robert Martin as General Manager subject to negotiation of a satisfactory employment contract, including level of compensation and term. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

Commissioner Wilcox moved to retain the services of Moss and Bloomberg to assist the Chairman in negotiating the employment contract with the General Manager. Seconded by Commissioner Murphy and unanimously approved by a Roll Call Vote:

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Ayes: R. Benson, E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga and M. Vondra

Nays: None

Absent: None

Commissioner Mueller moved to adjourn the meeting at 11:35 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
April 30, 2004

REVENUE	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL FY 2004	ACTUAL FY 2003	INCR. - (DECR.)	ACTUAL FY 2004	ACTUAL FY 2003	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	0.00	0.00	145,211,098.56	0.00	145,211,098.56
WATER SALES	4,534,199.84	4,013,956.61	520,243.23	53,133,975.21	53,855,431.79	(721,456.58)
SALES TAXES	2,237,107.69	2,106,121.28	130,986.41	31,589,982.04	31,454,457.16	135,524.88
INVESTMENT INCOME	660,572.83	945,231.90	(284,659.07)	4,124,299.24	5,929,216.61	(1,804,917.37)
OTHER INCOME	7,297.62	62,904.21	(55,606.59)	197,699.11	1,076,332.98	(878,633.87)
TOTAL REVENUE	7,439,177.98	7,128,214.00	310,963.98	234,257,054.16	92,315,438.54	141,941,615.62
EXPENSES						
PERSONAL SERVICES	156,342.11	188,646.11	(32,304.00)	4,351,583.02	2,361,059.96	1,990,523.06
PROFESSIONAL SERVICES	15,939.65	37,018.56	(21,078.91)	467,813.77	416,456.67	51,357.10
CONTRACTUAL SERVICES	22,485.31	87,878.06	(65,392.75)	591,264.47	281,138.17	310,126.30
INSURANCE	3,370.00	2,757.00	613.00	1,049,343.54	752,949.59	296,393.95
ADMINISTRATIVE COSTS	27,892.03	8,770.27	19,121.76	125,838.35	103,204.18	22,634.17
WATER SUPPLY COSTS	2,991,613.55	2,700,232.08	291,381.47	39,004,083.41	37,736,891.40	1,267,192.01
BOND PRINCIPAL & INTEREST	0.00	0.00	0.00	179,099,036.97	30,729,307.50	148,369,729.47
LAND AND RIGHT OF WAY	0.00	0.00	0.00	2,995.00	3,495.00	(500.00)
CAPITAL OUTLAY	757.00	6,206.79	(5,449.79)	70,900.27	114,702.05	(43,801.78)
TOTAL OPERATING EXPENSES	3,218,399.65	3,031,508.87	186,890.78	224,762,858.80	72,499,204.52	152,263,654.28
CONSTRUCTION EXPENDITURES - (REIMBURSEMENTS)	322,302.96	(195,786.37)	518,089.33	3,648,042.88	7,860,805.40	(4,212,762.52)
TRANSFERS TO OTHER GOVERNMENTS	600,000.00	0.00	600,000.00	18,971,700.00	0.00	18,971,700.00
TOTAL EXPENSES	4,140,702.61	2,835,722.50	1,304,980.11	247,382,601.68	80,360,009.92	167,022,591.76
NET FUND TRANSACTIONS	3,298,475.37	4,292,491.50	(994,016.13)	(13,125,547.52)	11,955,428.62	(25,080,976.14)
BEGINNING BALANCE				203,356,754.24	191,401,325.62	11,955,428.62
ENDING BALANCE				190,231,206.72	203,356,754.24	(13,125,547.52)
FUNDS CONSIST OF:				April 30, 2004	April 30, 2003	INCR. - (DECR.)
PETTY CASH				500.00	500.00	0.00
CASH AT BANK ONE				4,914.26	20,854.09	(15,939.83)
CASH AT OAK BROOK BANK LOCK BOX				826,803.66	172,541.74	654,261.92
CASH AT VILLA PARK TRUST & SAVINGS				1,382.73	1,012.14	370.59
TOTAL CASH	April 30, 2004	April 30, 2003	% CHANGE	833,600.65	194,907.97	638,692.68
ILLINOIS FUNDS MONEY MARKET	15.9%	8.0%	84.9%	30,119,754.12	16,285,911.30	13,833,842.82
ILLINOIS FUNDS PRIME FUND	29.2%	8.2%	233.3%	55,365,413.81	16,608,794.39	38,756,619.42
GOVERNMENT MONEY MARKET FUNDS	7.6%	6.8%	4.3%	14,315,271.73	13,721,360.92	593,910.81
U. S. TREASURY INVESTMENTS	12.6%	34.4%	-65.8%	23,888,460.16	69,918,069.53	(46,029,609.37)
U. S. AGENCY INVESTMENTS	21.5%	30.3%	-33.9%	40,708,706.25	61,627,710.13	(20,919,003.88)
CERTIFICATES OF DEPOSIT	13.2%	12.3%	0.0%	25,000,000.00	25,000,000.00	0.00
TOTAL INVESTMENTS	100.0%	100.0%	-6.8%	189,397,606.07	203,161,846.27	(13,764,240.20)
TOTAL FUNDS				190,231,206.72	203,356,754.24	(13,125,547.52)

DU PAGE WATER COMMISSION**RESOLUTION NO. R-22-04****A RESOLUTION AUTHORIZING THE DISPOSAL
OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DU PAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to the Illinois Municipal Code, 65 ILCS 5/11-135-6 (1992); and

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

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

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

EXHIBIT A

Resolution No. R-22-04

<u>Quantity</u>	<u>DWC Inventory #</u>	<u>Description</u>	<u>Date Purchased</u>
1	117	Computer Stand	11/16/87
1	273	Panasonic KX-P1624 Printer	11/16/90
1	505	Blue Line Printer (defective)	7/1/91
1	931	Keyboard (defective)	3/1/93
1	1047	AST Monitor 14" (defective)	12/28/94
1	1129	Pentium 100 computer (defective)	5/24/96
1	1175	VT510 Monitor (defective)	9/24/97
1	No Tag	Proliant 1600 server (defective)	9/7/00

DUPAGE WATER COMMISSION

ORDINANCE NO. O-11-04

AN ORDINANCE AMENDING THE
BY-LAWS OF THE DUPAGE WATER COMMISSION
(Amending Article XI)

WHEREAS, the DuPage Water Commission (the “Commission”) is a county water commission and as such a political subdivision and unit of local government organized and existing under the laws of the State of Illinois for the public purpose of acquiring and operating a common source of supply of Lake Michigan water; and

WHEREAS, on May 31, 2003, the General Assembly adopted the State Officials and Employees Ethics Act, which Act became effective on November 19, 2003; and

WHEREAS, on November 20, 2003, the General Assembly adopted Senate Bill 702, which Senate Bill amended the State Officials and Employees Ethics Act, repealed the State Gift Ban Act, and became effective on December 9, 2003 (the State Officials and Employees Ethics Act, as amended, is hereinafter collectively referred to as the “Act”); and

WHEREAS, the Act regulates (i) the political activities of certain governmental officials and employees and (ii) the soliciting and accepting of gifts from any prohibited source; and

WHEREAS, the Act requires that units of local government adopt local policies regulating the political activities of its officers and employees and the solicitation and acceptance of gifts that are no less restrictive than the provisions of the Act; and

WHEREAS, in order to comply with the Act, the Board of Commissioners of the DuPage Water Commission has determined that it is appropriate and in the best interests of the Commission to amend the Commission’s By-Laws, as restated in Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-

Ordinance No. O-11-04

10-99, O-7-00, O-11-02, and O-2-04, to adopt new regulations regarding the political activities of its officers and employee and to amend its existing regulations regarding the solicitation and acceptance of gifts by officers and employees of the Commission;

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

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

SECTION TWO: Amendment. Section 3, entitled "Gift Ban," of Article XI, "Conduct of the Commissioners, Officers and Employees of the Commission," of the Commission's By-Laws shall be, and it is hereby, amended in its entirety, including the caption thereof, so that said Section 3, including the caption thereof, shall hereafter be and read as follows:

"Section 3. Gift Ban and Prohibited Political Activities

- (a) Definitions: Whenever the following words or terms are used in this Section 3, they shall have the meanings ascribed to them below:

CAMPAIGN FOR ELECTIVE OFFICE: Any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, state, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action,¹ (ii) relating to collective bargaining,² or (iii) that are otherwise in furtherance of the person's official duties.

CANDIDATE: Any person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at either a general primary election or general election.

¹ As those terms are defined in Section 2 of the Lobbyist Registration Act, 25 ILCS 170/2.

² As defined in Section 3 of the Illinois Public Labor Relations Act, 5 ILCS 315/3.

COMPENSATED TIME: With respect to an employee, any time worked by or credited to an employee that counts toward any minimum work time requirement imposed as a condition of his or her employment but, for purposes of this Section 3, does not include any designated holidays, vacation periods, personal time, compensatory time off, or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, compensated time includes any period of time when the officer or employee is on the premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

COMPENSATORY TIME OFF: Any authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

EMPLOYEE: All full-time, part-time, and contractual employees of the Commission.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

INTRA-OFFICE GIFT: Any gift given to an officer or employee of the Commission from another officer or employee of the Commission.

INTER-OFFICE GIFT: Any gift given to an officer or employee of the Commission from a member of the Illinois General Assembly; or from the Governor, the Lieutenant Governor, the Attorney General, the Secretary of State, the Controller, the Treasurer or the Auditor General of the State of Illinois; or from a member, officer, appointee, or employee of any State Agency as defined in the State Officials and Employees Ethics Act,³ or of any federal agency, or of any unit of local government or school district.

LEAVE OF ABSENCE: Any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the Commission.

OFFICER: All appointed and elected officials of the Commission, regardless of whether the official is compensated.

³ 5 ILCS 430/1-1 *et seq.*

POLITICAL: Any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

POLITICAL ORGANIZATION: A party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code,⁴ but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

PROHIBITED POLITICAL ACTIVITY:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

⁴ 10 ILCS 5/9-3.

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7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

PROHIBITED SOURCE: Any person or entity who:

1. is seeking official action by the Commission or by an officer or employee of the Commission;
2. does business or seeks to do business with the Commission or with an officer or employee of the Commission;
3. conducts activities regulated by the Commission or by an officer or employee of the Commission;

4. has interests that may be substantially affected by the performance or non-performance of the official duties of the Commission or an officer or employee of the Commission; or
5. is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act., except that an entity does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.

RELATIVE: Those people related to the officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the officer's or employee's spouse and the officer's or employee's fiancé or fiancée.

(b) Gifts:

1. Gifts Prohibited: Except as otherwise provided in Paragraph 3(b)2 below, no officer or employee, spouse of an officer or employee, or immediate family member living with an officer or employee, shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or state statute, rule, or regulation. No prohibited source shall intentionally offer or make a gift that violates this subsection.
2. Exceptions: The restrictions set forth in Subsection 3(b)1 above shall not apply to the following:
 - A. Opportunities, benefits, and services that are available on the same conditions as for the general public.
 - B. Anything for which the officer or employee pays the market value or anything not used and promptly disposed of as provided in Paragraph 3(b)3 below.
 - C. A contribution, as defined in Article 9 of the Illinois Election Code,⁵ that is lawfully made under that Code or under the State Officials and Employees Ethics Act, or activities

⁵ 10 ILCS 5/9-1 *et seq.*

associated with a fundraising event in support of a political organization or candidate.

- D. Educational materials and missions.
- E. Travel expenses for a meeting to discuss Commission business.
- F. A gift from a relative of an officer or employee.
- G. Anything provided by an individual on the basis of a personal friendship unless the officer or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the officer or employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the officer or employee shall consider the circumstances under which the gift was offered, such as:
 - (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
 - (ii) whether to the actual knowledge of the officer or employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
 - (iii) whether to the actual knowledge of the officer or employee the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees.
- H. Food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are:
 - (i) Consumed on the premises from which they were purchased or prepared; or
 - (ii) Purchased ready to eat and delivered by any means.
- I. Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the officer or employee as an office holder or

employee) of the officer or employee, or the spouse of the officer or employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee and are customarily provided to others in similar circumstances.

- J. Intra-office and inter-office gifts.
- K. Bequests, inheritances, and other transfers at death.
- L. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

- 3. Disposition of Gifts: An officer or employee that is a recipient of a gift that is given in violation of this Section 3 may, at his or her discretion, return the item to the donor or give the item or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)3 of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

(c) Prohibited Political Activities:

- 1. No officer or employee shall intentionally perform any prohibited political activity during any compensated time. No officer or employee shall intentionally use any property or resources of the Commission in connection with any prohibited political activity.
- 2. At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off.
- 3. No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded any additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise., nor shall any officer or employee be awarded additional compensation or any benefit in consideration for the officer's or employee's participation in any prohibited political activity.
- 4. Nothing in this Subsection 3(c) prohibits activities that are otherwise permissible an officer or employee to engage in as a part of his or

her official or employment duties or activities that are undertaken by an officer or employee on a voluntary basis as permitted by law.

5. No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

(d) **Ethics Officer:** The General Manager, or the General Manager's designee, shall be designated the Ethics Officer for the Commission. The Ethics Officer's duties and responsibilities shall include:

1. providing guidance to officers and employees in completing statements of economic interest before they are filed with the appropriate office; and
2. providing guidance to officers and employees in the interpretation and implementation of this Section 3 and the requirements of Section 5-15 and Article 10 of the State Officials and Employees Ethics Act; and
3. providing guidance to officers and employees in the interpretation and implementation of other applicable statutes, ordinances, rules, or regulations of the Commission, the State of Illinois, or the federal government dealing with ethics, conflicts of interest, interests in contracts, jobs, work, or materials, or the profits thereof, or services to be performed for or by the Commission.

Without needing prior authorization from the Board of Commissioners, the Ethics Officer shall have the authority to retain the services of Special Counsel for the Commission, at a cost not to exceed the sum of \$10,000 except as authorized by the Board of Commissioners, in the event the Ethics Officer determines that legal counsel and advice beyond the expertise of the Staff Attorney or the General Counsel of the Commission is required in performing the duties and responsibilities of the Ethics Officer.

(e) **Interpretation:** It is the intent of the Commission that the provisions of this Section 3 shall be substantially in accordance with the requirements of Section 5-15 and Article 10 of the State Officials and Employees Ethics Act. To the extent that Section 5-15 or Article 10 of the State Officials and Employees Ethics Act may, from time to time, be more restrictive than the

Ordinance No. O-11-04

requirements of this Section 3, the provisions of Section 5-15 and Article 10 of the State Officials and Employees Ethics Act shall control. This Section 3 does not repeal or otherwise modify Section 105, entitled "Employment Ethics," of the Commission's Personnel Manual (the "Existing Regulations"). To the extent that the Existing Regulations are less restrictive than Section 5-15 or Article 10 of the State Officials and Employees Ethics Act and this Section 3, the provisions of Section 5-15 and Article 10 of the State Officials and Employees Ethics Act and this Section 3 shall control."

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2004

Chairman

ATTEST:

Clerk

Board/Ordinances/O-11-04.DOC

DU PAGE WATER COMMISSION

RESOLUTION NO. R-20-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
MAY 13, 2004 DU PAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution R-20-04

1. Change Order No. 30: Contract TSW-3 (Southwest Transmission Main) in the credit amount of \$8,800.00
2. Change Order No. 43: Contract TW-2 (West Transmission Main) in the amount of \$330,000.00

Total amount of the Change Order is \$321,200.

DU PAGE WATER COMMISSION

RESOLUTION NO. R-21-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-1/02
AT THE MAY 13, 2004 DU PAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a certain agreement dated January 29, 2002 with Divane Bros. Electric Company for quick response electrical work related to the Commission's Waterworks System (said agreement being hereinafter referred to as "Contract QRE-1/02"); and

WHEREAS, Contract QRE-1/02 is designed to allow the Commission to direct the quick response electrical contractor to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time Contract QRE-1/02 was 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

Resolution R-21-04

DuPage Water Commission has determined that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time Contract QRE-1/02 was signed, the Work Authorization Orders are germane to Contract QRE-1/02 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 _____, 2004.

Chairman

ATTEST:

Clerk

Resolution R-21-04

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-1/02: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-1.007

LOCATION:

Meter Station at 229 Middaugh, Clarendon Hills, IL

CONTRACTOR:

Divane Electric

DESCRIPTION OF WORK:

ComEd says our electrical feed from the pole to the meter station is shorted. ComEd has disconnect our service. Determine problem and correct.

REASON FOR WORK:

Need electricity at meter station.

MINIMUM RESPONSE TIME:

ASAP today, 4/16/04.

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

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

DUPAGE WATER COMMISSION

By:

Robert H. Mascha
Signature of Authorized
Representative

DATE:

4/20/04

CONTRACTOR RECEIPT ACKNOWLEDGED:

By:

Michael Hamosh
Signature of Authorized
Representative

DATE:

4-16-04

DUPAGE WATER COMMISSION

RESOLUTION NO. R-23-04

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A MASTER CONTRACT WITH CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

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

WHEREAS, the Commission desires to obtain from time to time, and Consoer Townsend Envirodyne Engineers, Inc. a Delaware corporation ("Consultant"), desires to provide from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission; and

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

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desire to provide under the master contract, professional engineering services in connection with (i) the relocation of the Commission's pipe storage yard from the DuPage Pumping Station to Tank Site No. 4 and (ii) the

evaluation of remedial measures to address the blockage of the Plainfield Road culvert/storm sewer, east of Clarendon Hills Road, in the City of Darien;

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

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

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

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order Nos. 1 and 2 to the Master Contract, in substantially the forms attached hereto and by this reference incorporated herein and made a part hereof as Exhibits 2 and 3, respectively, with such modifications

as may be required or approved by the General Manager, shall be and they hereby are approved and the General Manager shall be and hereby is authorized and directed to execute Task Order Nos. 1 and 2 to the Master Contract in substantially the forms attached hereto as Exhibits 2 and 3, respectively, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order Nos. 1 and 2 to the Master Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of Task Order Nos. 1 and 2 executed by Consoer Townsend Envirodyne Engineers, Inc. Upon execution by the General Manager, Task Order Nos. 1 and 2 to the Master Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-23-04.doc

EXHIBIT 1

**MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN
 DuPAGE WATER COMMISSION
 AND
 CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
 FOR
 PROFESSIONAL ENGINEERING SERVICES**

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ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois (“Owner”), and Consoer Townsend Envirodyne Engineers, Inc., 303 East Wacker Drive, Chicago, Illinois 60601, a Delaware corporation (“Consultant”), make this Contract as of the 14th day of May, 2004, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Subcontractors

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

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

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

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

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract.

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

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled. Consultant shall be entitled to additional compensation or the right to terminate such Task Order in the event of any suspension that exceeds a period of 90 days.

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

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

ARTICLE III CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Warranty of Services

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

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors'

methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

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

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain

and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:
 - (a) Worker's Compensation: Statutory;
 - (b) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

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

All employees shall be included as insureds.

3. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of this Contract and each Task Order issued pursuant to this Contract.
4. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

4.2 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

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

provided Consultant with advance written notice of any such event, and Consultant has failed to cure such matter within ten business days after receipt of such written notice.

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

5.6 Accounting

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

ARTICLE VI REMEDIES

6.1 Owner's Remedies

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

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

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and

performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion/Prohibited Interests

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

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

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

7.4 Assignment

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

Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

7.5 Confidential Information

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

7.6 Security

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

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

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

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

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

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

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

7.7 No Waiver

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

7.8 No Third Party Beneficiaries

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

7.9 Notices

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

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

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

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

Consoer Townsend Envirodyne Engineers, Inc.
303 East Wacker Drive
Suite 600
Chicago, Illinois 60601
Attention: Michael H. Winegard, P.E., Vice President

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

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

7.10 Governing Laws

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

7.11 Changes in Laws

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

7.12 Compliance with Laws and Grants

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

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

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

7.13 Documents

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

least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.14 Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments

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

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

(SEAL)

Attest/Witness:

DuPAGE WATER COMMISSION

By: _____
Maureen A. Crowley
Clerk

By: _____
Robert L. Martin
General Manager

Attest/Witness:

**CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

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

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

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

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

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

ATTACHMENT B

FORM OF TASK ORDER

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

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

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

B. Additional Services:

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

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 200_.

5. **Completion Date:**

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

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

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

For use with multiple phase projects with separate completion dates:

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

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

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

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

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

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

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

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

LUMP SUM TASK ORDER

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

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

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

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

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

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

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

COST PLUS FIXED FEE TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

DIRECT COST TASK ORDER

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

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

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

For use with multiple phase projects with separate pricing:

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

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

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

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

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

9. **Payments:**

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

For use with Lump Sum Task Orders:

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

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

For use with Cost Plus Fixed Fee Task Orders:

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

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

For use with Direct Cost Task Orders:

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

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

For use with Percentage of Construction Cost Task Orders:

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

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

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

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

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

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

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

10. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

11. **Attachments:**

[List or state "none"]

Task Order No. ____

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

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

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

Task Order No. ____

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 303 East Wacker Drive, Chicago, Illinois 60601

E-mail Address:

Phone:

Fax:

EXHIBIT 2

TASK ORDER NO. 1

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

1. **Project:**

Design of Pipe Storage Facilities at Tank Site No. 4 to accommodate materials stored in Owner's existing pipe storage yard at the DuPage Pumping Station. The Pipe Storage Facilities shall include a metal pre-engineered four-sided building with large airplane hangar type manual opening doors, skylights, interior, exterior, and emergency lighting, and door contacts for alarms.

2. **Services of Consultant:**

A. Basic Services:

1. **Preliminary Design Phase.**

- a. Determine the general scope, extent and character the Project.
- b. Prepare preliminary design documents consisting of a site plan of the Project.
- c. Furnish five copies of the Preliminary Design Documents, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

2. **Final Design Phase.**

After written authorization to proceed:

- a. On basis of accepted Preliminary Design Documents and the opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
- b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to

obtain permits and to prepare other bidding and construction contract documents.

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

3. Bidding Phase.

After written authorization to proceed:

- a. Assist Owner in advertising for and obtaining bids. Maintain a record of prospective bidders to whom bidding documents have been issue and attend any pre-bid conferences.
- b. Issue addenda as appropriate and approved by Owner.
- c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
- d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
- e. Attend bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding the construction contract.

4. Construction Phase.

After written authorization to proceed:

- a. Furnish advice and consulting services during the construction period.
- b. Review, return and comment on shop drawings and other equipment drawings furnished by the contractor for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
- c. Consult and advise on the interpretation of the construction contract.

- d. Submit recommendations on proposed change orders when requested.
- e. Prepare drawings of record based upon information submitted by Owner and submit one set of reproducible drawings of record to Owner within 90 days following receipt of information from Owner.

B. Additional Services:

None

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

None

4. **Commencement Date:**

May 14, 2004

5. **Completion Date:**

- A. Preliminary Design Phase: 30 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Final Design Phase: 60 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- C. Bidding Phase: To be established by Change Order issued pursuant to Section 2.1 of the Contract as Owner and Consultant may agree prior to the commencement of such phase of Services.
- E. Construction Phase: To be established by Change Order issued pursuant to Section 2.1 of the Contract as Owner and Consultant may agree prior to the commencement of such phase of Services.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

Richard G. Lundgoot

312-938-0300 (x4308)

8. **Contract Price:**

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Preliminary Design	1.93	\$6,560.00
Final Design	1.93	\$54,556.00
Bidding	1.93	\$3,000.00
Construction	1.93	\$16,000.00

9. **Payments:**

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

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is May 14, 2004.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Chris Bostick

Title: Project Coordinator

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Drive, Chicago, Illinois 60601

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

Phone: (312) 938-0300

Fax: (312) 938-1109

EXHIBIT 3

TASK ORDER NO. 2

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

1. **Project:**

Evaluation of remedial measures to address the blockage of the Plainfield Road culvert/storm sewer, east of Clarendon Hills Road, in the City of Darien

2. **Services of Consultant:**

A. Basic Services:

1. Review and analyze available data and site conditions.
2. Provide comparative studies of prospective solutions.
3. For each of the alternatives studied, prepare a site plan and a section drawing.
4. For each of the alternatives studied, identify the permits, if any, that may be required. Also, identify any problems and/or difficulties that may be encountered.
5. Upon completion of the study, prepare a report including such graphs, tables, drawings, and text as are necessary to describe each of the alternatives studied and the conclusions reached. The report should also include a summary of pertinent facts, including an opinion of probable cost for each alternative studied and a recommended course of action based upon the results of the alternatives studied.
6. Provide five copies of a draft report for review and approval by Owner and review them in person with Owner.
7. Revise the draft report in response to Owner's comments and provide twenty-five copies of the final report to Owner.
8. Provide monthly status reports and review them in person with Owner.

B. Additional Services:

None

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

None

4. **Commencement Date:**

May 14, 2004

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

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

9. **Payments:**

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

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is May 14, 2004.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Chris Bostick

Title: Project Coordinator

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

E-mail Address: bostick@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael H. Winegard

Title: Vice President

Address: 303 East Wacker Drive, Chicago, Illinois 60601

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

Phone: (312) 938-0300

Fax: (312) 938-1109

DuPAGE WATER COMMISSION

RESOLUTION NO. R-24-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A CONTRACT BETWEEN THE DuPAGE WATER COMMISSION
AND CAMP DRESSER & MCKEE INC. FOR THE PIPE LOOP
TESTING PROGRAM AT THE DuPAGE PUMP STATION

WHEREAS, the Commission has observed unusually high hydraulic losses in its distribution system that it believes are due to pipe depositions resulting from corrosion control chemicals applied during the initial treatment of the Lake Michigan water supply; and

WHEREAS, the Commission desires to develop a testing program to identify and examine strategies that the Commission may implement to control and/or remove the deposition without adversely affecting water quality; and

WHEREAS, the Commission desires to retain the services of Camp Dresser & McKee Inc. in connection with the construction, delivery, and installation of lead and ductile iron pipe loops and pipe loop testing support testing;

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

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

SECTION TWO: A Contract between the DuPage Water Commission and Camp Dresser & McKee Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the DuPage Water Commission, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Contract shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Contract executed by Camp Dresser & McKee Inc. Upon execution by the General Manager, the Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Resolution No. R-24-04

Exhibit 1

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
PIPE LOOP TESTING PROGRAM
AT THE DuPAGE PUMP STATION

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
PIPE LOOP TESTING PROGRAM
AT THE DuPAGE PUMP STATION

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ATTACHMENT B - Scope of Services

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CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
PIPE LOOP TESTING PROGRAM
AT THE DuPAGE PUMP STATION

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Camp Dresser & McKee Inc., 125 South Wacker Drive, Suite 600, Chicago, Illinois, 60606, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"), make this Contract as of the 13th day of May, 2004, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Consultant shall provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
3. Insurance. Procure and furnish all certificates of insurance specified in this Contract.
4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with recognized

industry standards of professional practice and in compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in compliance with this Contract not later than the “Completion Date” or, if the Services are to be performed in separate phases with separate completion dates, the “Completion Dates” set forth in Attachment A, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment B and Attachment C and shall, in addition, submit to Owner all such reports, documents, data, and information related to the Project as may be reasonably requested by Owner to fully document the Services (“Required Submittals”).

B. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time to permit Owner to review the same. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. Owner’s review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract except for delays resulting from causes that could not be avoided or controlled by Consultant.

1.4 Review and Incorporation of Contract Provisions

Consultant represents that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the

necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time, as adjusted by Change Order for delays resulting from causes that could not be avoided or controlled by Consultant, is sufficient time to permit completion of the Services in compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed reassignment or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such reassignment, resignation, or substitution.

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

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

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment timely on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

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

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

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of

overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

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

Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Quality of Services

A. Scope of Representation. Consultant represents that the Services and all of its components shall be free from material defects and flaws in design; shall conform to the requirements of this Contract; shall be generally fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services. The representation herein expressed shall be in addition to any other representations expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

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

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items produced by Consultant and its Subcontractors and of all Services provided by Consultant and its Subcontractors under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's negligent errors or omissions, negligent acts, or misrepresentations.

3.3 Risk of Loss

Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's negligent errors or omissions, negligent acts, or misrepresentations and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, acts or misrepresentations. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of

Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A in a form acceptable to Owner and evidencing insurance coverages from companies with a general rating of A minus or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify and save harmless Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise out of or in connection with any negligent act, error, or omission in Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies,

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A (“Progress Payments”).

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

C. Date of Payment. Consultant shall be paid no later than 30 days following Owner’s approval of each pay request, and the amount of the Progress Payment requested, at a meeting of Owner’s governing body, which meeting shall generally be held no later than 45 days following submission of the pay request. Owner shall have no obligation to approve any pay request that is not in full compliance with the requirements of this Contract nor approve the amount of the Progress Payment requested if the Services covered by the invoice were not done in compliance with, and as required by or pursuant to, this Contract.

5.4 Final Acceptance and Final Payment

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

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

5.5 Deductions

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

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

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of

three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI REMEDIES

6.1 Owner's Remedies

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

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

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a

termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

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

person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

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

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner. No waiver by Consultant of a breach hereof or a default hereunder by Owner shall be deemed a waiver by Consultant of a subsequent breach or default of like or similar nature.

7.7 No Third Party Beneficiaries

There are no third party beneficiaries under this Contract. Nothing herein shall be construed to create or give any rights or benefits hereunder to anyone other than Owner and Consultant.

7.8 Notices

All notices and communications given under or pursuant to this Contract shall be in writing and shall be deemed received by the addressee thereof: (a) if delivered in

person, when actually received at the address set forth below as evidenced by a receipt and (b) if mailed, when received at the address set forth below as evidenced by a certified or registered mail return receipt.

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

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

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

Camp Dresser McKee Inc.
125 South Wacker Drive
Suite 600
Chicago, Illinois 60606
Attention: Cuneyt A. Feizoulof, Principal Engineer

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

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it.

7.9 Governing Laws

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

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time; provided, however, that for any changes in laws, rules, or regulations that affect the Services, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such changes in laws, rules, or regulations.

7.11 Compliance with Laws and Grants

Consultant shall give all notices, pay all fees, and take all other action that may be necessary so that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and

completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that arise out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Documents

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall, upon payment to Consultant of all amounts due hereunder, be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services. However, Consultant shall retain its property interest in Consultant's preexisting information including, but not limited to, computer programs, software, standard details, figures, templates, specifications, or Consultant's or the licensed professional's seal, stamp, or certification, and any use thereof by Owner other than in connection with the Project shall be at Owner's sole risk and cost. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____

By: _____

Robert L. Martin

Title: _____

Title: General Manager

Attest/Witness:

CAMP DRESSER & MCKEE INC.

By: _____

By: _____

Cuneyt A. Feizoulof

Title: _____

Title: Principal Engineer

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Pipe Loop Testing Program at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations: None

3. **Commencement Date:**

May 13, 2004

4. **Completion Date:**

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

5. **Insurance Coverages:**

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

(1) **Worker's Compensation:** Statutory;

(2) **Employer's Liability:**

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

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

All employees shall be included as insureds.

C. **Professional Liability** with a limit of liability of not less than \$1,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent errors or omissions, negligent acts, or misrepresentations. Such insurance, or such insurance as may then be commercially available in the

marketplace, shall be maintained for a three year period from and after Final Payment.

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

6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times a factor of 3.1, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Pipe Loop Construction	\$158,700.00
Pipe Loop Testing	\$115,160.00

7. **Payments:**

For purposes of payments to Consultant:

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

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

ATTACHMENT B

SCOPE OF SERVICES

Introduction

In 1998, the DuPage Water Commission (DWC) contacted the Chicago Department of Water Management (CDWM) to indicate that the DWC was observing unusually high hydraulic losses in their distribution system. The DWC indicated that the losses were due to pipe depositions resulting from chemicals applied by the CDWM for corrosion control.

Since that time, the CDWM has been working to qualify the nature of the deposition and identify potential strategies to minimize and/or eliminate the deposition. The work to-date has shown that the deposition is an aluminum phosphate compound. The CDWM's efforts have focused on reducing and/or changing the quantity/type of aluminum or phosphate that are present to determine whether the deposition can be reduced without an adverse impact on water quality, e.g., increased lead levels.

The DWC has indicated that, in conjunction with the CDWM's work, they would like to begin investigating strategies that can reduce and/or eliminate the deposition. The purpose of this testing program is to identify and examine strategies that the DWC can implement to control and/or remove the deposition without adversely affecting water quality.

The testing program will include:

- Construction, delivery, and installation of lead and ductile iron pipe loops; and
- Pipe loop testing support

Description of Tasks

TASK 1 – PIPE LOOP CONSTRUCTION, DELIVERY & INSTALLATION

Purpose:

The lead and ductile iron pipe loops shall be designed, constructed, delivered and installed. The pipe loop system includes:

- Lead Service Line Pipe Loops (quantity: 3)
- Ductile Iron Pipe Loops (quantity: 3)
- Electrical Module (quantity: 1)
- Cole-Parmer Chemical Feed Pumps (quantity: 12)

CDM's Scope:

- Design, construct, deliver, install, start-up and test the pipe loop systems
- Monthly equipment inspection

DWC's Scope:

- DWC to provide approximately 500 gpm of potable water at 35 psi
- DWC to provide lead service lines (approximately 120 linear feet with a minimum section length of 5.5 ft)
- DWC to provide electrical service and drains (drain capacity approximately 500 gpm)

TASK 2 – PIPE LOOP TESTING

Purpose:

The DWC will provide daily oversight and weekly sampling for the pipe loop systems. CDM will analyze lab results, prepare quarterly reports and a final report. CDM will be responsible for independent laboratory analyses. Our level of effort is based on a 52 week testing period.

CDM's Scope:

- Develop sampling data sheets
- Data reduction and analysis
- Prepare quarterly reports
- Prepare draft and final reports
- Attend kickoff, quarterly and final progress meetings
- Independent laboratory analyses for aluminum, orthophosphate, total phosphate and lead

DWC's Scope:

- DWC to provide daily inspection for pipe loop operation
- DWC to sample pipe loops on a weekly basis
- DWC to analyze sample for: pH, temperature, and turbidity
- DWC to furnish chemicals used for testing, e.g., sodium hydroxide for pH adjustment, etc.

ATTACHMENT C

SUBMITTAL SCHEDULE

Deliverable:	Due Date:
Installation of Pipe Loops	16 Weeks Following Commencement Date
1 st Quarterly Report	15 Weeks Following Pipe Loop Installation
2 nd Quarterly Report	28 Weeks Following Pipe Loop Installation
3 rd Quarterly Report	41 Weeks Following Pipe Loop Installation
Draft Final Report	56 Weeks Following Pipe Loop Installation

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:	Telephone:
Cuneyt Feizoulof	312-346-5000

2. Security:

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

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

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

- a. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
- b. Education History
- c. Military Service
- d. Character and Reputation References

e. Verification of Identity

f. Fingerprints

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

- C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.
- D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.
- E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-25-04

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A FIRST AMENDMENT TO THE CONTRACT FOR
DESIGN OF CONCRETE RESERVOIRS FOR THE DuPAGE PUMP STATION

WHEREAS, the DuPage Water Commission (the "Commission") and Consoer Townsend Envirodyne Engineers, Inc. ("Consultant") previously entered into a certain "Contract for Design of Concrete Reservoirs for the DuPage Pump Station," dated as of the 4th day November, 2003, and approved pursuant to Resolution No. R-36-03, adopted on September 11, 2003 (the "Design Contract") and

WHEREAS, the Commission and Consultant desire to amend the Design Contract (a) to include the design of (i) a garage and a material storage structure, (ii) the two-story superstructure for the potential ozone generation building, (iii) retaining walls on three sides of the new reservoirs to support roof-top soil and grass, (iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing along the fence line, and (v) replacement roof hatches for the existing reservoirs and (b) to modify certain not-to-exceed limitations on the cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Design Contract with Consultant was signed, the changes are germane to the Design Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

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

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

Resolution No. R-25-04

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-25-04.doc

EXHIBIT 1

FIRST AMENDMENT
TO
CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
FOR
DESIGN OF CONCRETE RESERVOIRS FOR THE DuPAGE PUMP STATION

THIS FIRST AMENDMENT TO CONTRACT FOR DESIGN OF CONCRETE RESERVOIRS FOR THE DUPAGE PUMP STATION ("First Amendment"), made and entered into as of this ____ day of _____, 2004, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Consoer Townsend Envirodyne Engineers, Inc., 303 East Wacker Drive, Chicago, Illinois 60601, a Delaware corporation ("Consultant"),

W I T N E S S E T H:

WHEREAS, Owner and Consultant previously entered into a certain "Contract for Design of Concrete Reservoirs for the DuPage Pump Station," dated as of the 4th day November, 2003, and approved pursuant to Resolution No. R-36-03, adopted on September 11, 2003 (the "Design Contract"); and

WHEREAS, Owner and Consultant desire to amend the Design Contract (a) to include the design of (i) a garage and a material storage structure, (ii) the two-story superstructure for the potential ozone generation building, (iii) retaining walls on three sides of the new reservoirs to support roof-top soil and grass, (iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing

along the fence line, and (v) replacement roof hatches for the existing reservoirs and (b) to modify certain not-to-exceed limitations on the cost of the work;

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

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

“1. **Project:**

Hydraulic modeling and design of (i) two additional cast-in-place concrete 15 million gallon reservoirs with retaining walls on three sides to support roof-top soil and grass; (ii) a garage without HVAC and a material storage structure; (iii) an ozone contactor facility, with the ozone contactor facility allowing for the potential addition of lox storage in the future, and the two-story superstructure for a potential ozone generation building with no partitions, basic heating and ventilation, electric lighting, power panel, and sub lighting panel, elevator, and single washroom; iv) additional electrical and control systems for the new reservoirs, including hatch alarms, fiber optic communications, motor operated valves, and motion detection and vibration sensing along the fence line; and (v) replacement roof hatches for the existing reservoirs, all at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642. The reservoirs and superstructure for potential ozone generation building to be designed so they are able to accommodate the installation of the ozonation facilities and treatment equipment in the future with minimal structural changes.”

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

“6. **Contract Price:**

SCHEDULE OF PRICES

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	1.93	\$33,800.00
Design	1.93	\$821,392.00**

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

IN WITNESS WHEREOF, Owner has caused this First Amendment to be signed on its behalf by its General Manager, and Consultant has caused this First Amendment to be signed on its behalf by Michael H. Winegard, a Vice President and a duly authorized officer, as of the day and year first written above.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

* Includes an allowance of \$30,000.00 for preparing a topographical survey, taking soil borings, and preparing a soils report. The anticipated borings are 10 at 25 foot deep and 4 at 40 feet deep.

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____
Michael H. Winegard
Vice President

DuPAGE WATER COMMISSION

RESOLUTION NO. R-26-04

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.
AT THE MAY 13, 2004, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with Alvord, Burdick & Howson, L.L.C. (the "Engineers") dated April 13, 2000, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Agreement"); and

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

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

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to

Resolution No. R-26-04

necessitate the Task Orders were not reasonably foreseeable at the time the Master Agreement was signed, the Task Orders are germane to the Master Agreement as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-26-04.doc

Resolution No. R-26-04

EXHIBIT 1

TASK ORDER NO. 18

In accordance with Section 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Alvord, Burdick & Howson, L.L.C. (the "Engineers"), dated April 13, 2000 (the "Agreement"), the Commission and the Engineers agree as follows:

1. Specific Project Data:

A. Title of the Project:

Hydraulic Model Verification

B. Description and Scope of the Project:

Verify the existing hydraulic model system simulations with actual operating records.

2. Services of Engineer:

A. Basic Services:

1. Obtain and review operational data from the Commission relative to system flows, pressures, tank levels and pumping records.
2. Update existing model input data.
3. Using software from MWH Soft, verify computer model to accurately predict system performance against actual operating parameters. Hydraulic computer modeling shall be performed with H₂ONET software.
4. Prepare preliminary report for review by Commission staff.
5. Prepare final report incorporating comments by Commission staff.
6. Prepare and make formal presentations to interested parties and groups as determined by the Commission.

B. Additional Services

As requested by the Commission in writing.

3. Approximate Study and Report Period:

Four months

4. Approximate Construction Period:

None

5. Indirect Costs Factor:

1.75

6. Not to Exceed Costs:

\$52,400

7. Other Modifications of Agreement:

The amounts charged for “Engineers’ Cost” may exceed those generally charged to Engineers’ most favored commercial clients in the Continental United States.

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Engineers in connection with this Task Order (the “Documents”) shall be and remain the property of the Commission and shall not, without the prior express written consent of the Commission, be used for any purpose other than performance of the Services. At the Commission’s request, or upon termination of this Task Order, the Documents shall be delivered promptly to the Commission.

8. Attachments:

None

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

The Effective Date of this Task Order is May 14, 2004.

DUPAGE WATER COMMISSION

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Robert L. Martin, P.E.

Title: General Manager

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

E-mail Address: martin@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

ALVORD, BURDICK & HOWSON, L.L.C.

By: _____
J. Warren Green, P.E.
Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: J. Warren Green

Title: Principal

Address: 4710-3 Main Street, Lisle, Illinois 60532

E-mail Address: wgreen@abhengineers.com

Phone: (630) 493-1841

Fax: (630) 493-1843

DU PAGE WATER COMMISSION

RESOLUTION NO. R-27-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-6/02
AT THE MAY 13, 2004 DU PAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated October 8, 2002 with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-6/02"); and

WHEREAS, Contract QR-6/02 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform emergency 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 emergency 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

Resolution R-27-04

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 _____, 2004

Chairman

ATTEST:

Clerk

Resolution R-27-04

Exhibit 1

CONTRACT QR-6/02
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-6.006: QUICK RESPONSE CONTRACT

LOCATION:

HIGHLAND AVE. AND MAJESTIC DRIVE - CITY OF LOMBARD

CONTRACTOR:

KENNEDY CONSTRUCTION CO.

DESCRIPTION OF WORK:

INSTALLATION OF A TEE CONNECTION INCLUDING ALL PIPE, VALVES, & OTHER INCIDENTAL ITEMS OF WORK AS DESCRIBED IN THE ATTACHED SUPPLEMENTARY PLANS AND SPECIFICATIONS AND HEREBY BEING MADE PART OF THIS AUTHORIZATION

REASON FOR WORK:

THIS WORK IS NECESSARY, AND IS PART OF, THE INTER GOVERNMENTAL AGREEMENT BETWEEN THE COMMISSION AND THE VILLAGE OF LOMBARD FOR THE FUTURE CONSTRUCTION OF M.S. 1A-E (ORDINANCE 06-04)

MINIMUM RESPONSE TIME:

TO BE COORDINATED WITH THE VILLAGE OF LOMBARD,

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

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[] IS [] IS NOT PRIORITY EMERGENCY WORK

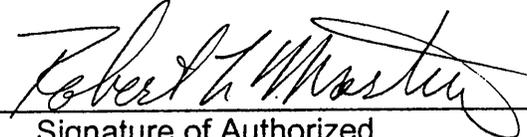
SUBMITTALS REQUESTED:

AS REQUIRED BY THE SUPPLEMENTARY PLANS AND SPECIFICATIONS.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

UB & LI PLANS AND SPECIFICATIONS DATED

DU PAGE WATER COMMISSION

By: 
Signature of Authorized Representative

DATE: MAY 4, 2004

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: 
Signature of Authorized Representative

DATE: 5/5/04

DuPAGE WATER COMMISSION

RESOLUTION NO. R-28-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A FIRST AMENDMENT TO THE CONTRACT FOR EVALUATION
OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES
AT THE DuPAGE PUMP STATION

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

WHEREAS, the Commission and Consultant desire to amend the Contract to include design and bidding services for new electrical generation facilities and a new vehicle storage building at the DuPage Pump Station, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Contract with Consultant was signed, the changes are germane to the Contract as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: A First Amendment to the Contract, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as

Resolution No. R-28-04

Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-28-04.doc

EXHIBIT 1

FIRST AMENDMENT
TO
CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
CAMP DRESSER & McKEE INC.
FOR
EVALUATION OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES
AT THE DuPAGE PUMP STATION

THIS FIRST AMENDMENT TO CONTRACT FOR EVALUATION OF ELECTRICAL GENERATION SUPPLY ALTERNATIVES AT THE DuPAGE PUMP STATION ("First Amendment"), made and entered into as of this ___ day of May, 2004, by and between the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Camp Dresser & McKee Inc., 125 South Wacker Drive, Suite 600, Chicago, Illinois 60606, a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Consultant"),

W I T N E S S E T H:

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

WHEREAS, Owner and Consultant desire to amend the Contract to include design and bidding services for new electrical generation facilities and a new vehicle storage building at the DuPage Pump Station;

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

SECTION ONE: Amendment to Title of Contract. The title of the Contract shall be, and it hereby is, amended in its entirety so that the title of the Contract shall hereafter be “Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station.”

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

“1. **Project:**

Evaluation and design of electrical generation supply facilities, and design of a new vehicle storage building, at the DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, including bidding services in connection therewith.”

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

“4. **Completion Date:**

- A. Study and Report Phase: 90 days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.
- B. Design Phase: 224 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

- C. Bidding Phase: 42 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.”

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

“6. **Contract Price**:

For providing, performing, and completing the Study and Report phase of Services, the lump sum amount of \$92,600.00.

For providing, performing, and completing the Design phase of Services and the Bidding phase of Services, an amount equal to Consultant’s Direct Labor Costs times 3.1, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each such phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Not to Exceed</u>
Design-Electrical Generation Facilities	\$721,996.00 ¹
Design-Vehicle Storage Building	\$163,866.00 ²
Bidding	\$55,193.00”

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

¹ Assumes four borings up to 50 feet in depth.

² Assumes four borings up to 15 feet in depth and sufficient existing stormwater detention at the site for the additional impervious area of the new vehicle storage building.

“7. **Payments:**

For purposes of payments to Consultant:

The value of Study and Report Services shall be determined by Owner on the basis of Consultant’s estimate of the proportion of total Study and Report Services actually completed at the time of invoicing.

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

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

SECTION SIX: Amendment to Attachment B. Attachment B, entitled “Scope of Services,” to the Contract shall be, and it hereby is, amended in its entirety so that said Attachment B shall hereafter be and read as set forth in the Attachment B attached to this First Amendment and by this reference incorporated herein and made a part hereof. Any and all references to said Attachment B in the Contract shall hereafter be deemed to refer to the Attachment B attached hereto.

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

SECTION EIGHT: Amendment to Section 1 of Attachment D. Section 1, entitled “Key Project Personnel,” of Attachment D, entitled “Special Project Requirements,” to

the Contract shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

“1. Key Project Personnel:

Name:	Telephone:
Cuneyt A. Feizoulof	312-346-5000
Len Rago	312-346-5000
Rick Lof	312-346-5000
Vin Plasky	312-346-5000”

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

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

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

CAMP DRESSER & MCKEE INC.

By: _____
Cuneyt A. Feizoulof
Principal Engineer

ATTACHMENT B

SCOPE OF SERVICES

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

1. Study and Report Phase.

- a. Obtain applicable rate information from Commonwealth Edison (ComEd) and Constellation New Energy (ConNE).
- b. Obtain and confirm electrical requirements of nine existing high service pumps and assume a tenth high service pump in service similar to the other pumps. Electrical one-line layout and equipment lists of the existing switchgear and motor starters will be provided by Owner.
- c. Use Illinois Department of Natural Resources (IDNR) allocations for Owner's present customers for Projections of future pumpages and 1.7 times IDNR allocations for maximum day pumpages.
- d. Study the feasibility of operating the DuPage Pumping Station with on-site generated power with ComEd/ConNE as back-up emergency power.
- e. Perform load flow modeling of Owner's electrical usage at the entire DuPage Pumping Station complex.
- f. Study the feasibility of generating 100% emergency power on-site as a backup to ComEd/ConNE power.
- g. Study the feasibility of generating average day year 2020 emergency power on-site as a back-up to ComEd provided power.
- h. Study the feasibility of providing on-site power generation sufficient to be eligible for interruptible ComEd service.
- i. Study the feasibility of providing on-site generation for peak shaving to reduce demand charges.
- j. Study the feasibility, advantages and disadvantages of using engines versus turbines to drive the generators.

- k. Study the feasibility of retrofitting existing motor starters to reduce generating capacity.
- l. Study the feasibility of using natural gas or diesel as a source of energy.
- m. Determine whether the United States Department of Energy would be willing to participate and share in the cost of the design and construction of a fuel cell facility to power the pumping station.
- n. Study the feasibility of heating and cooling the entire pumping station complex in connection with the continuously generated power option.
- o. Identify the modifications required to the existing electrical system to accommodate each of the alternative generating systems studied.
- p. The study of each of the alternative generating systems shall include a time frame through the year 2020.
- q. For each of the alternatives studied, prepare a plan and a section drawing showing the building size and major equipment. Also, prepare a site plan on a base map provided by Owner.
- r. For each of the alternatives studied, identify the permits, if any, that may be required. Also, identify any problems and/or difficulties that may be encountered.
- s. Upon completion of the study, prepare a report including such graphs, tables, drawings, and text as are necessary to describe each of the alternatives studied and the conclusions reached. The report should also include a summary of pertinent facts, including an opinion of probable cost for each alternative studied and a recommended course of action based upon the results of the alternatives studied.
- t. Provide five copies of a draft report for review and approval by Owner and review them in person with Owner.
- u. Revise the draft report in response to Owner's comments and provide twenty-five copies of the final Electrical Generation Study report to Owner.
- v. Provide monthly status reports and review them in person with Owner.

2. Design Phase.

After written authorization to proceed:

- a. Prepare 30% final design drawings and specifications, together with an opinion of probable cost of constructing the Project, for review and approval by Owner. The 30% final design drawings and specifications

shall be based on the recommendations in the final Electrical Generation Study report and shall include:

For the electrical generation supply facilities:

- Diesel fueled engine generators with natural gas fueled generators as an alternate
- Integration of the new generation facilities into the plant primary power
- Automatic synchronization of the generators to start up upon loss of ComEd/ConNE power
- Sound attenuation for the engine generator building

For the new vehicle storage building:

- Demolition of the existing service building
- Two-story building with the first floor designed for frequently-used vehicle storage, half the second floor designed for storage of parts, files, etc., and the other half of the second floor designed for office use

For both facilities:

- Consistency of new architectural features with the architectural features of existing facilities
- b. After written authorization to continue with the design of the Project, including such modifications and additions to the 30% final design plans as may be requested by Owner, prepare 60% final design drawings and specifications, together with a revised opinion of probable cost of constructing the Project, for review and approval by Owner.
 - c. After written authorization to continue with the design of the Project, including such modifications and additions to the 60% final design plans as may be requested by Owner, prepare 90% final design drawings and specifications, together with a revised opinion of probable cost of constructing the Project, for review and approval by Owner.
 - d. After written authorization to continue with the design of the Project, including such modifications and additions to the 90% final design plans as may be requested by Owner, prepare, for review and approval by Owner, pricing and quantity proposal forms, and final design drawings and specifications for incorporation in the construction contract documents, together with a revised opinion of probable cost of constructing the Project. Such drawings and specifications shall show the general scope,

extent, and character of the work to be furnished and performed by the construction contractor.

- e. Assist Owner by providing all required criteria, descriptions, and design data and consulting with officials and Owner to obtain permits and to prepare other bidding and construction contract documents.
- f. Provide monthly status reports and review them in person with Owner, and attend Board meetings when requested.

3. Bidding Phase.

After written authorization to proceed:

- a. Assist Owner in advertising for and obtaining bids; issue bidding and contract documents to prospective bidders; maintain a record of prospective bidders to whom bidding documents have been issued; and attend any pre-bid conferences.
- b. Issue addenda as appropriate and approved by Owner.
- c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers, and other persons if such acceptability is required by the construction contract documents.
- d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
- e. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids and in assembling and awarding the construction contract.
- f. Schedule and attend preconstruction conference and promptly prepare and circulate minutes thereof to all participants.
- g. Provide monthly status reports and review them in person with Owner, and attend Board meetings when requested.

ATTACHMENT C

SUBMITTAL SCHEDULE

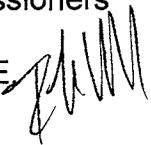
Submittal:	Due Date:
Draft Electrical Generation Study	75 Days Following Commencement Date
30% Design	98 Days Following Issuance of Notice to Proceed with Design Phase Services
60% Design	154 Days Following Issuance of Notice to Proceed with Design Phase Services
90% Design	196 Days Following Issuance of Notice to Proceed with Design Phase Services



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

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

DATE: May 7, 2004

SUBJECT: Summary of Action Since Previous Meeting

1. Purchase Order No. 8063 to Oakfield Ford in the amount of \$43,816.00 is for the purchase of one 2004 Ford F-350 4x4 Superduty XLT Super Cab single wheel utility truck. Three bids were received out of nine requested and all were under the budgeted amount of \$50,000. All bidders bid 2004 models, which had to be ordered by April 29, 2004. The bidders did not submit bids on 2005 models because the 2005 pricing/specifications would not be available until late June. Because of the time sensitive nature of this purchase, I issued a Purchase Order 8063 and request ratification at the May Commission Meeting.
2. Purchase Order No. 8047 to Kingsbury, Inc. totaling \$9,873.98 is for service calls to replace bearings on pumps 3 and 9. Because this purchase order is close to my \$10,000 authority limit, I am requesting ratification of this purchase order.
3. Interviews for the position of Financial Administrator will be held on Monday, May 10, 2004.
4. I have hired Carolyn Johnson to fill the position of Executive Assistant to the General Manager. She will be taking minutes at the Commission Meeting.
5. The Commission's By-Laws require one of three Commission staff to countersign all checks. Presently the authorized staff signatories are the General Manager, the Financial Administrator and the Manager of Water Operations. Ordinance O-12-04 would change the staff signatories to the General Manager, the Financial Administrator and the Staff Attorney. Because of the possibility there might be only one staff signatory available with the pending retirement of the Financial Administrator, I am requesting that the Commission waive first reading and approve Ordinance O-12-04 at the May Commission meeting.

DuPAGEWATER COMMISSION

RESOLUTION NO. R-29-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE DuPAGE WATER COMMISSION AND
THE VILLAGE OF BARTLETT REGARDING WORK IN THE VILLAGE

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

WHEREAS, to carry out its duties and responsibilities, the Commission is proceeding with the construction of approximately 50,000 lineal feet of 48-inch diameter transmission main and related appurtenances to connect the Commission's existing 48" West Transmission Main, at Fair Oaks and St. Charles Roads in the Village of Carol Stream, with its existing 30" North Transmission Main, west of Roselle Road within the former CMStP&P Railroad right-of-way in the Village of Roselle (the "TW-3 West Transmission Main"); and

WHEREAS, the route of the TW-3 West Transmission Main extends through the Village of Bartlett, beginning at the intersection of Army Trail and Fair Oaks Roads; thence west along Army Trail Road to Gerber Road; thence north along Gerber Road to Schick Road; thence west along Schick Road to Bartlett Road; thence north along Bartlett Road to Stearns Road; and thence east along Stearns Road to County Farm Road (the "Route"); and

WHEREAS, the Commission is proceeding with the construction of its TW-3 West Transmission Main project in phases in order to coordinate its construction

Resolution No. R-29-04

activities with pending roadway improvement projects of other agencies, including the Village of Bartlett (“Bartlett”); and

WHEREAS, along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the “Coordination Area”), Bartlett is proceeding with a roadway improvement project (the “Bartlett Roadway Improvement Project”); and

WHEREAS, to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the Bartlett Roadway Improvement Project and the Commission’s TW-3 West Transmission Main project in the Coordination Area, Bartlett desires to have the roadway restoration that would otherwise have been performed as part of Phase I of the Commission’s TW-3 West Transmission Main project performed as part of the Bartlett Roadway Improvement Project; and

WHEREAS, Bartlett also desires to have certain watermain improvements installed as part of Phase I of the Commission’s TW-3 West Transmission Main project for a potential point of connection between the Commission’s waterworks system and Bartlett’s waterworks system to further avoid duplication of construction activities and unnecessary disruption and to provide additional cost savings; and

WHEREAS, it is in the best interests of both the Commission and Bartlett to coordinate and implement the projects as proposed by Bartlett to serve the public interest and assure that inconvenience to the residents of Bartlett is avoided to the greatest extent possible;

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 Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute, and the Clerk of the Commission shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett, in substantially the form attached hereto as Exhibit 1; provided, however, that the Intergovernmental Agreement shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until the General Manager shall have been presented with copies of the Intergovernmental Agreement executed by the Village of Bartlett. Upon execution by the General Manager, the Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett shall be deemed accepted by the DuPage Water Commission without further act.

Resolution No. R-29-04

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-29-04

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT
REGARDING WORK IN THE
IN THE VILLAGE OF BARTLETT

THIS AGREEMENT, made and entered into this _____ day of _____ 2004, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois ("Bartlett"),

WITNESSETH:

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

WHEREAS, to carry out its duties and responsibilities, the Commission is proceeding with the construction of approximately 50,000 lineal feet of 48-inch diameter transmission main and related appurtenances to connect the Commission's existing 48" West Transmission Main, at Fair Oaks and St. Charles Roads in the Village of Carol Stream, with its existing 30" North Transmission Main, west of Roselle Road within the former CMStP&P Railroad right-of-way in the Village of Roselle (the "TW-3 West Transmission Main"); and

WHEREAS, the route of the TW-3 West Transmission Main extends through the Village of Bartlett, beginning at the intersection of Army Trail and Fair Oaks Roads; thence west along Army Trail Road to Gerber Road; thence north along Gerber Road to Schick Road; thence west along Schick Road to Bartlett Road; thence north along

Bartlett Road to Stearns Road; and thence east along Stearns Road to County Farm Road (the “Route”); and

WHEREAS, the Commission is proceeding with the construction of its TW-3 West Transmission Main project in phases in order to coordinate its construction activities with pending roadway improvement projects of other agencies, including Bartlett; and

WHEREAS, along Stearns Road, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, in the Village of Bartlett (the “Coordination Area”), Bartlett is proceeding with a roadway improvement project (the “Bartlett Roadway Improvement Project”); and

WHEREAS, to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the Bartlett Roadway Improvement Project and the Commission’s TW-3 West Transmission Main project in the Coordination Area, Bartlett desires to have the roadway restoration that would otherwise have been performed as part of Phase I of the Commission’s TW-3 West Transmission Main project performed as part of the Bartlett Roadway Improvement Project; and

WHEREAS, Bartlett also desires to have certain watermain improvements installed as part of Phase I of the Commission’s TW-3 West Transmission Main project for a potential point of connection between the Commission’s waterworks system and Bartlett’s waterworks system to further avoid duplication of construction activities and unnecessary disruption and to provide additional cost savings; and

WHEREAS, it is in the best interests of both the Commission and Bartlett to coordinate and implement the projects as proposed by Bartlett; and

WHEREAS, the Commission and Bartlett desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that inconvenience to the residents of Bartlett is avoided to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and Bartlett are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and Bartlett hereby agree as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein as if fully set forth.

Section 2. Bartlett Additional Work. The Commission hereby agrees to perform the additional watermain work requested by Bartlett as part of Phase I of the Commission's TW-3 West Transmission Main project (the "Bartlett Additional Work"). Except as otherwise provided in Section 8 of this Agreement, the Bartlett Additional Work shall consist of the installation of approximately ___ lineal feet of 24" diameter Commission watermain, together with valve in vault, at the intersection of Bittersweet Road and Stearns Road in the Village of Bartlett.

Section 3. Plans and Specifications. The Commission shall cause the Bartlett Additional Work to be designed as part of the Commission's Contract TW-3 Phase I: Contract for the Construction of West Transmission Main ("Contract TW-3 Phase I") and Bartlett shall have no claim against the Commission, its officers, agents, employees, engineers, or contractors with respect to the design or location of the Bartlett Additional Work. All engineering costs incurred by the Commission and associated with the design of the Bartlett Additional Work shall be paid for by Bartlett in accordance with Section 5 of this Agreement.

Section 4. Terms of Construction. The Bartlett Additional Work shall be accomplished in accordance with the following terms:

- A. Contract TW-3 Phase I. The terms, provisions and conditions of Phase I of the Commission's Phase I shall govern and control the performance of the Bartlett Additional Work.
- B. Changes in the Work. Bartlett shall have the right to make changes in the Bartlett Additional Work. All engineering services required in connection with a change order requested by Bartlett shall be provided and paid for by Bartlett. In addition, if any change ordered by Bartlett causes an increase or decrease in the amount of such Bartlett Additional Work, then an equitable adjustment in the Contract Price set forth in Section 5 of this Agreement may be made. Said equitable adjustment shall be computed on the basis of the net total of the cost savings or additional expense incurred by the Commission pursuant to a duly authorized change order under Contract TW-3 Phase I. In addition, all engineering costs incurred by the Commission and associated with a change order requested by Bartlett shall be paid for by Bartlett in accordance with Section 5 of this Agreement.
- C. Work Site. Bartlett shall provide the work site at no charge to the Commission. In addition, Bartlett shall supply at no charge to the Commission all permits, licenses, and approvals necessary from Bartlett, or from any other governmental agency, for the proper prosecution and completion of the Bartlett Additional Work.

- D. Access to Work; Authority. The Commission's engineers shall inspect the construction and installation of the Bartlett Additional Work. All engineering costs incurred by the Commission and associated with the supervision and inspection of the Bartlett Additional Work shall be paid for by Bartlett in accordance with Section 5 of this Agreement. In addition, Bartlett's engineers shall at all times have full and complete access to the work site for the purposes of supervision and inspection of the Bartlett Additional Work.

- E. Quality of Work; Completion. The Bartlett Additional Work shall be performed in a good and workmanlike manner. When the Bartlett Additional Work has been completed, the Commission shall notify Bartlett of that fact and that the Bartlett Additional Work is ready for final inspection. Bartlett shall review the Bartlett Additional Work and report any items that remain to be completed or corrected.

Section 5. Payment. Bartlett shall reimburse the Commission for providing, performing and completing the Bartlett Additional Work in an amount equal to the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items separately set forth in the Contract TW-3 Phase I Schedule of Prices for the Bartlett Additional Work, installed and complete in place, by the Unit Price set forth in the Contract TW-3 Phase I Schedule of Prices for such Unit Price Item (the "Contract Price"). The Contract Price may be adjusted pursuant to Subsection 4B of this Agreement to reflect changes in the Bartlett Additional Work requested by Bartlett.

The Contract Price shall be paid to the Commission in accordance with, and subject to, the terms and conditions set forth below. Bartlett shall pay to the Commission, within 30 days of receipt of an invoice therefor, 90 percent of the Commission-approved construction contractor invoiced amount for labor and acceptable materials incorporated and installed in the Bartlett Additional Work. The total amount paid in this manner prior to final acceptance of the Bartlett Additional Work by the Commission shall not exceed 90% of the Contract Price. Immediately following final

acceptance of the Bartlett Additional Work by the Commission, Bartlett shall pay the Commission the balance of the Contract Price, as may be adjusted pursuant to Subsection 4B of this Agreement.

In addition, Bartlett shall pay, within 30 days of receipt of an invoice therefor, all engineering costs incurred by the Commission and associated with the design of, or any re-design or change in the Bartlett Additional Work pursuant to Section 3 or Subsection 4B of this Agreement and all engineering costs incurred by the Commission and associated with the supervision and inspection of the construction and installation of the Bartlett Additional Work pursuant to Subsection 4D of this Agreement.

Section 6. General Requirements for TW-3 West Transmission Main Work in the Village. The installation of all phases of the TW-3 West Transmission Main within the Village of Bartlett shall comply with the following:

- A. Videotape. The Route of the TW-3 West Transmission Main within the Village of Bartlett shall be videotaped by the Commission. The videotape shall be used to determine compliance with the restoration requirements of the construction contract documents for each phase of the Commission's TW-3 West Transmission Main project.
- B. Additional Insured. The Village of Bartlett, including the elected and appointed officers, agents, employees, and officials of the Village of Bartlett, shall be named as additional insureds on the contractors' general and excess liability insurance policies issued in connection with the installation of the TW-3 West Transmission Main through the Village of Bartlett. Prior to the commencement of each phase of construction of the TW-3 West Transmission Main through Village of Bartlett, the Commission or its contractor shall file with Bartlett certificates of insurance evidencing the foregoing insurance coverage.
- C. Compliance with Laws. The TW-3 West Transmission Main will be installed and constructed through the Village of Bartlett in compliance with all applicable laws, codes and ordinances.
- D. Safety and Protection of Property. The Commission's contract documents require the Commission's contractors to be solely and

completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the work, including at times other than normal working hours. The Commission shall provide Bartlett with 24 hour telephone numbers to be used to notify the Commission and its contractors of any violation of such requirement that may require emergency corrective action to avoid an immediate threat or danger to the public health or safety. Bartlett will so notify the Commission and its contractor immediately upon learning of any such situation, and the Commission or its contractor will promptly respond with all appropriate measures.

E. Backfill. Except as otherwise provided below, backfill materials in the pipeline trench located below pavements, shoulders, driveways, curbs sidewalks or as called for on the construction drawings shall consist of the following (“Standard Backfill”):

1. CA-6 granular bedding at the bottom of trench, underneath the pipe.
2. Gravelly sand from bedding 1/4 of inside diameter of pipe below the top of pipe.
3. FA-6 from 1/4 of inside diameter of pipe below top of pipe to 1 foot above top of pipe.
4. FA-6 granular material from 1 foot above the top of pipe to top of trench.
5. 4-inch asphalt surface, full trench width.

The Commission shall, however, consider using Flowable Fill, also known as Controlled Low Strength Material, in lieu of the Standard Backfill within Gerber Road (Army Trail Road to Schick Road), Schick Road (Gerber Road to South Bartlett Road), and the Coordination Area under two alternate backfill options as requested by Bartlett.

Under the first alternate backfill option requested by Bartlett, backfill materials in the pipeline trench located below pavements, shoulders, driveways, curbs sidewalks or as called for on the construction drawings would consist of the following (“Composite Backfill”):

1. CA-6 granular bedding at the bottom of trench, underneath the pipe.
2. Gravelly sand from bedding 1/4 of inside diameter of pipe below the top of pipe.
3. FA-6 from 1/4 of inside diameter of pipe below top of pipe to 1 foot above top of pipe.

4. Flowable Fill from 1 foot above the top of pipe to top of trench.
5. 4-inch asphalt surface, full trench width.

Under the second alternate backfill option requested by Bartlett, backfill materials in the pipeline trench located below pavements, shoulders, driveways, curbs sidewalks or as called for on the construction drawings would consist of the following (“Flowable Fill Backfill”):

1. Flowable Fill from bottom of trench, underneath the pipe, to top of trench.
2. 2-inch asphalt surface, full trench width.

Because (i) the Commission has no first hand experience using Flowable Fill as primary backfill material for pipeline projects, (ii) Flowable Fill is relatively expensive material, (iii) Flowable Fill may affect the rate of pipe laying due in part to the fact that Flowable Fill will have to be placed in several lifts around the pipe or another acceptable method to block or secure the pipe will have to be employed to prevent floating of the pipe, (iv) the use of Flowable Fill in winter may be restricted due to freezing, and (v) Flowable Fill cannot be stored on site, Bartlett acknowledges and agrees that if the Commission, in the exercise of its sole and absolute discretion, determines to install the TW-3 West Transmission Main within roadways under the jurisdiction of Bartlett with either the Composite Backfill or the Flowable Fill Backfill in lieu of the Standard Backfill as requested by Bartlett, such determination shall be considered to mean merely that the Commission has no objection to using the alternate backfill option, upon Bartlett’s own sole and full responsibility and liability, and shall not be regarded as any warranty, guaranty, or assumption of risk or liability by the Commission. Bartlett further acknowledges and agrees that, in such event, Bartlett shall indemnify, save harmless and defend the Commission from all damages, costs and liabilities suffered because of injury to or death of any person or persons, or damage to property, or any other cause of action of any sort, that may arise out of or as a consequence of the installation or operation of the Composite Backfill or the Flowable Fill Backfill, as the case may be, in lieu of the Standard Backfill as requested by Bartlett.

F. Pavement Restoration. Except as otherwise provided in Section 7 of this Agreement with respect to pavement restoration within the Coordination Area, pavement restoration shall consist of the following (“Standard Pavement Restoration”):

1. In kind replacement of the existing pavement where it is removed for installation of the pipeline.

2. Full width lane replacement if an edge of the trench for pipeline falls within three feet from an edge of a lane.
3. For a two-lane roadway, one lane or partial lane pavement replacement, as the case may be, with the remainder of the pavement being treated with 1.5-inch Grind and Overlay.
4. For a four-lane roadway, one lane or partial lane pavement replacement, as the case may be, with the remainder of the pavement up to the centerline of the roadway being treated with 1.5-inch Grind and Overlay.
5. Reflective crack control treatment under the 1.5-inch Grind and Overlay area.
6. In kind replacement of existing curb and gutter if removed for pipeline trench or damaged by the construction.
7. Replacement pavement and curb and gutter shall match existing grades.
8. Replacement of traffic loop detectors affected by construction.

G. Repairs. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the TW-3 West Transmission Main, the Commission shall give Bartlett ten (10) days notice of its intention to commence such repairs or other work, except in cases of emergency, where it will give such notice as is reasonable under the circumstances. All areas damaged due to the performance of such repairs or other work will be restored to their original condition or better.

Section 7. Special Requirements for Work within the Coordination Area.

Within the Coordination Area, the TW-3 West Transmission Main shall be installed and constructed through the Village of Bartlett in compliance with the following special requirements:

- A. Scheduling. The pipe laying work shall commence at the western terminus of the Coordination Area and, weather and field conditions permitting, be continuously prosecuted to completion from said terminus easterly along the Coordination Area.
- B. Restoration. Except as otherwise provided in Section 8 of this Agreement, Bartlett shall have all duty, responsibility, and liability to restore the south lane of pavement and the south parkway of Stearns Road within the Coordination Area as part of the Bartlett

Roadway Improvement Project (the "Restoration Work") and the Commission shall have no obligation or duty with respect thereto. The Restoration Work shall consist of the following items:

1. Full width pavement replacement of the southern lane.
2. 1.5-inch Grind and Overlay of the remaining width of the roadway.
3. Reflective crack control treatment under the 1.5-inch Grind and Overlay area.
4. Replacement in kind of the south curb and gutter.
5. Replacement of traffic loop detectors affected by construction.
6. Topsoil and seeding of south parkway.

The Commission shall reimburse Bartlett for providing, performing and completing the Restoration Work in an amount equal to the sum of the products resulting from multiplying the number of Unit Price Items set forth in the Schedule of Restoration Work Units attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A by the Unit Price set forth in the Contract TW-3 Phase I Schedule of Prices for such Unit Price Item (the "Reimbursement Amount"). The Reimbursement Amount may be adjusted pursuant to Section 8 of this Agreement to reflect any cancellation of the Restoration Work, in whole or in part, by Bartlett.

The Reimbursement Amount shall be paid to Bartlett in accordance with, and subject to, the terms and conditions set forth below. The Commission shall pay to Bartlett, within 30 days of receipt of an invoice therefor, together with proper engineering certifications as to the proportion of the total Restoration Work actually completed at the time of invoicing, the invoiced amount.

Section 8. Cancellation Option. Bartlett may cancel the Bartlett Additional Work at any time prior to the award of Contract TW-3 Phase I by the Commission. Bartlett may cancel all or any portion of the Restoration Work, upon 30 days advance written notice to the Commission; provided, however, that no such cancellation of any portion of the Restoration Work shall be effective within 2,700 feet of pipe laying operations.

Upon any such cancellation of work, this Agreement shall be void and of no effect with respect to the canceled work; provided, however, that Bartlett shall remain

responsible for all fees, costs and expenses incurred or accrued by the Commission prior to cancellation of the Bartlett Additional Work. The obligation of Bartlett to reimburse the Commission as required by this Agreement is unconditional and irrevocable, payable without set off or counterclaim, and irrespective of whether the Bartlett Additional Work is completed, operable or operating.

Section 9. Coordination. It is the intention of this Section 9 to facilitate the expeditious construction of Bartlett construction projects, including the Bartlett Roadway Improvement Project, and the TW-3 West Transmission Main project and, in furtherance thereof, Bartlett agrees that it shall not allow its construction contractors to commence any work within the immediate vicinity of the proposed TW-3 West Transmission Main until the installation of the TW-3 West Transmission Main has been completed and, in the Coordination Area, the TW-3 West Transmission Main has satisfactorily passed all contractually required testing procedures and performance standards, and the work site finally or, in the Coordination Area, temporarily restored in the affected area. Bartlett hereby further agrees that it shall not allow its construction contractors to change existing grade, or stockpile or store any materials, equipment or supplies, within the vicinity of the proposed TW-3 West Transmission Main until the installation of the TW-3 West Transmission Main has been completed and, in the Coordination Area, the TW-3 West Transmission Main has satisfactorily passed all contractually required testing procedures and performance standards, and the work site finally or, in the Coordination Area, temporarily restored in the affected area.

Section 10. Bartlett Permits and Approvals. This Agreement shall constitute and stand in place of all Bartlett permits, and shall constitute an assignment of all rights under existing public utility franchise agreements, required by or useful to the

Commission or its contractor to construct and install all phases of the TW-3 West Transmission Main within the Village of Bartlett, and Bartlett hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be necessary in order for the Commission to secure any permits required from any county, state, or federal agency, or that may be necessary to cause relocation of public utility facilities for or in connection with any and all work to be done by or on behalf of the Commission within the boundaries of the Village of Bartlett.

Section 11. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attention: Valerie L. Salmons
Village Administrator

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

By notice complying with the requirements of this Section 11, the Commission and Bartlett each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

Section 12. Entire Agreement. This Agreement sets forth the entire agreement of the Commission and Bartlett with respect to the construction and installation of all phases of the TW-3 West Transmission Main within Bartlett and the Bartlett Additional Work and the payment therefor, and there are no other understandings or agreements, oral or written, between the Commission and Bartlett with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement or action other than those expressed or explicitly referenced herein.

IN WITNESS WHEREOF, the Commission and Bartlett have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, as of the date hereinabove first stated.

Valerie L. Salmons
Village Administrator
Village of Bartlett

Robert L. Martin
General Manager
DuPage Water Commission

ATTEST:

[NAME]
Village Clerk
Village of Bartlett

Maureen A. Crowley
Clerk
DuPage Water Commission

Exhibit A

SCHEDULE OF RESTORATION WORK UNITS

1.	Asphalt Pavement, Remove and Replace	10,500 S.Y.
2.	1.5" Grind and Overlay	21,500 S.Y.
3.	Curb & Gutter, Remove and Replace	1,700 L.F.
4.	Reflective Crack Control treatment	22,500 S.Y.
5.	Loop Detector Replacement	400 L.F.
6.	Top Soil and Seeding	4,300 S.Y.
7.	Asphalt Shoulder, Remove and Replace	2,500 S.Y.
8.	Gravel Shoulder, Remove and Replace	625 S.Y.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-30-04

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS ON A CONTRACT FOR
THE CONSTRUCTION OF PHASE I OF THE TW-3 WEST TRANSMISSION MAIN
(Contract TW-3/04 Phase I)

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 West Transmission Main — Contract TW-3/04 Phase I” (the “Contract”) in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

Resolution No. R-30-04

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 Bids attached hereto as Exhibit A.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-30-04.doc

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
WEST TRANSMISSION MAIN
CONTRACT TW-3/04 PHASE I
INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Alvord, Burdick & Howson, L.L.C.
20 North Wacker Drive
Suite 1401
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:

Furnishing all materials, labor, tools and appliances, including construction equipment, and all pipe, fittings, valves, tunnel casing, manholes, vaults and other materials and constructing, pressure testing and chlorinating approximately 9,600 lineal feet of 48 inch diameter transmission main and 60 lineal feet of steel casing pipe and all other pipe, valves, fittings, manholes and vaults and appurtenant Work in DuPage County, Illinois.

The Work shall be performed at the following Work Site:

Along Stearns Road in the Village of Bartlett, from approximately 100 feet south of its intersection with Bartlett Road to approximately 200 feet east of its intersection with County Farm Road, all in DuPage County, Illinois.

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;

INVITATION

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

4. **The Contract**

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

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

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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**

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract may be purchased at the office of Engineer upon payment of \$____.00 per set, which fee is non-refundable. Persons requesting documents to be sent by mail shall include an additional \$____.00 per set to cover postage and handling.

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

6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, _____, 2004, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

7. **Bid Security, Bonds and Insurance**

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

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

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

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

DATED this ____ day of _____, 2004.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
WEST TRANSMISSION MAIN
CONTRACT TW-3/04 PHASE I
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.

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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

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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

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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.

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

6. **Permits and Licenses**

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

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

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

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

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

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

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

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

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

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

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

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

8. **Signature Requirements**

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

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

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

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

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

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

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

9. Bid Security

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

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

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

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

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

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

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

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

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

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

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

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

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

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14. Qualification of Bidders

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

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

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

15. Disqualification of Bidders

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

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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

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

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

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

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

GENERAL INSTRUCTIONS

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

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

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

GENERAL INSTRUCTIONS

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

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

21. **Confidentiality**

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

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
WEST TRANSMISSION MAIN
CONTRACT TW-3/04 PHASE I
SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

A. **Material Options.** Bidders may submit a Price Proposal for furnishing and installing Steel Pipe or Prestressed Concrete Pipe or Ductile Iron by indicating the pipe material option being included in the places provided therefor in the Schedule of Prices included in the Bidder's Proposal form included in this Bid Package. **Any Bidder's Proposal that fails to indicate the pipe material option being included shall be rejected.**

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

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

SPECIAL INSTRUCTIONS

D. Qualification of Bidders. In addition to those factors set forth in Section 14 of the General Instructions to Bidders included in this Bid Package, Owner intends to award a Contract only to a Bidder that, *under its current name and organization and with its own personnel*, has satisfactory experience in the installation of at least 20,000 lineal feet of 36" or larger diameter watermain *within the past 15 years and* that, at the time of award, employs or has contracted for the services of a satisfactory superintendent that has satisfactory experience in supervising the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years who will be assigned to supervise the Work.

Bidders are specifically instructed to note that experience in the installation of non-watermain watermain quality pipe shall not be considered by Owner in determining whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and its proposed superintendent has been satisfied (only experience in the installation of watermains planned to be used for the transmission, distribution, or supply of potable water will be considered). Bidders that are joint ventures are also specifically instructed to note that each Person participating in the bidding joint venture, *under its current name and organization and with its own personnel*, must have satisfactory experience in the installation of at least 20,000 lineal feet of 36" or larger diameter watermain *within the past 15 years* in order for the bidding joint venture to be qualified under this Subsection 1D, unless the bidding joint venture, in its own name and with the identical Persons participating, meets the satisfactory 20,000 lineal footage experience qualification.

Whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and its proposed superintendent has been satisfied shall be determined by Owner on the basis of Owner's prior experience with the Bidder and its proposed superintendent, Owner's knowledge of the Bidder's and its proposed superintendent's performance on other relevant projects, and any other information that Owner may consider relevant in making its determination. Bidders may, but are not obligated to, submit to Owner, at any time before submission of its Bidder's Proposal, a Sworn Statement in Support of Request for Pre-Qualification in the form attached as Exhibit 1 to these Special Instructions to Bidders in order to obtain Owner's determination whether the satisfactory 20,000 lineal footage experience qualification for a Bidder and/or its proposed superintendent under this Subsection 1D has been satisfied. Owner will respond, in writing, to all requests received within five working days of receipt, subject to the availability of contacts identified for reference in Bidder's Sworn Statement in Support of Request for Pre-Qualification. Bidder's receiving Owner's written determination of pre-qualification under this Subsection 1D need not duplicate the information contained in its Sworn Statement in Support of Request for Pre-Qualification in its Sworn Work History Statement.

E. Adjustments in Base Bid. ***The alternate items listed under the "Adjustments in Base Bid" section of the Schedule of Prices for the Work shall be included in the evaluation of the Price Proposal.*** Bidders shall indicate the cost of the alternate items listed under the "Adjustments in Base Bid" section of the Schedule of

SPECIAL INSTRUCTIONS

Prices for the Work in lieu of the corresponding standard design items referenced in the base bid. Owner reserves the right, in its sole discretion, to add to the Contract, at the time of award, the alternate items listed in the "Adjustments in Base Bid" section, and the successful Bidder shall be required to comply therewith. The Contract Price shall be adjusted accordingly. No Contract Time extension will be provided as a result of the acceptance of the alternate items.

The alternate Work, _____, is more particularly described in Subsection 3__ of the Special Conditions of Contract included in this Bid Package.

F. Equipment to be Furnished by Owner. Bidders are specially instructed to note the equipment to be furnished by the Owner for installation by the successful Bidder under the Contract, as set forth in Subsection 3__ 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 equipment which is on Owner's premises.

2. Special Construction Considerations

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

BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT, EXCEPT AS SET FORTH BELOW, THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO COMMENCE WORK ON STEARNS ROAD AT THE WESTERN TERMINUS OF THE WORK AND CONTINUOUSLY PROSECUTE THE WORK TO COMPLETION FROM SAID TERMINUS EASTERLY ALONG THE WORK SITE.

BIDDERS ARE SPECIFICALLY INSTRUCTED TO NOTE THAT 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. IN ADDITION, THE SUCCESSFUL BIDDER SHALL BE ALLOWED AND REQUIRED TO SCHEDULE THE WORK AS NECESSARY TO PERFORM THE WORK AT OR BY THE TIMES SPECIFIED IN THOSE AGREEMENTS.

SPECIAL INSTRUCTIONS

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 and the Army Corps of Engineers. 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:

[TO BE ADDED]

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

C. Site Agreements. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between Owner and the various property owners on whose property the Work is to be performed, and to comply therewith. Bidders may examine at the offices of 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. 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

SPECIAL INSTRUCTIONS

non-final agreements may be subject to change and that additional special requirements may be added at a later date.

3. Subcontracting

All Work is required to be performed with the successful Bidder's own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by Owner in writing. Bidders are specifically instructed to note that Owner does not intend to approve the use of Subcontractors for pipe installation. Bidders are directed to Section 1.9 of the General Conditions of Contract included in this Bid Package for provisions related to Subcontractors and Suppliers.

4. Prohibited Suppliers

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

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
WEST TRANSMISSION MAIN
CONTRACT TW-3/04 PHASE I

BIDDER'S SWORN STATEMENT IN SUPPORT OF REQUEST FOR
PRE-QUALIFICATION

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: DuPage Water Commission (“Owner”)
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

Attention: Edward Kazmierczak
Pipeline Superintendent

_____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Statement in Support of Request for Pre-Qualification are made on behalf of the undersigned Bidder in anticipation of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Statement in Support of Request for Pre-Qualification and that the statements contained in this Sworn Statement in Support of Request for Pre-Qualification are true and correct.

COMPLETE APPLICABLE SECTIONS FOR WHICH PRE-QUALIFICATION UNDER SUBSECTION 1D OF THE SPECIAL INSTRUCTIONS TO BIDDERS IS REQUESTED

1. **Relevant Bidder Experience**

List the projects demonstrating that Bidder, under its current name and organization and with its own personnel, has installed at least 20,000 lineal feet of 36” or larger diameter watermain within the past 15 years (add separate sheets as necessary):

**SPECIAL INSTRUCTIONS
EXHIBIT 1**

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____
Bidder Superintendent	_____	_____	_____

2. Superintendent

List the superintendents who are currently employed by or under contract with Bidder that have supervised the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years and who are available to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YEARS IN CURRENT OCCUPATION</u>
_____	_____	_____

_____	_____	_____

**SPECIAL INSTRUCTIONS
EXHIBIT 1**

List the projects demonstrating that each superintendent listed above has supervised the installation of at least 20,000 lineal feet of 36" or larger diameter watermain within the past 15 years (add separate sheets as necessary):

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____
Superintendent	_____	_____	_____

DATED this _____ day of _____, 2004.

Attest/Witness _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to before me this _____ day of _____, 2004. My Commission Expires: _____

[SEAL]

Notary Public SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS

Purchase Order



DU PAGE WATER COMMISSION

600 E. BUTTERFIELD ROAD
 ELMHURST, IL 60126-4642
 (630) 834-0100 • FAX: (630) 834-0120

P.O. No. 8092	
DATE 5/14/04	DATE REQUIRED ASAP
TERMS NET 45 DAYS TAX EXEMPT	
SHIP VIA BEST WAY	
FOB	

TO: ATTN: FRANK KEPPEL/PETER FARKAS OLSON TECHNOLOGIES	SHIP TO: ATTN: EDWARD KAZMIERCZAK
160 WALNUT STREET	ABOVE ADDRESS
ALLENTOWN, PA 18102	

610-770-1100 FAX: 610-770-1108

QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE	AMOUNT
2	48"	MOSSR 830 B150 AWWA BFV W/ LIMITORQUE GEAR MODEL	\$23,654.00	\$47,128.00
		PTA250/6 W/ DYNATORQUE GPI-S GROUND POSITION INDICATOR		
		W/ 10 FT 1½" DIA. CARBON STEEL EXTENSION W/2" SQ NUT		
		(REFERENCE DWG. NO. P-1056-1732)		
		TOTAL.....		<u>\$47,128.00</u>
		THIS PURCHASE ORDER IS SUBJECT TO, AND ALL WORK SHALL BE PROVIDED, PERFORMED AND COMPLETED IN FULL COMPLIANCE WITH AND AS REQUIRED BY, THE CONTRACT DOCUMENTS FOR CONTRACT TW-3A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MAKE A XXX PART HEREOF.		

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

(ACCT. #)

Please send 2 copies of your invoice

ROBERTA W. HARTEN SIGNATURE

DUPAGE WATER COMMISSION

**CONTRACT FOR THE FURNISHING OF
MANUAL ACTUATOR-OPERATED BUTTERFLY VALVES FOR
48" TRANSMISSION MAIN**

CONTRACT TW-3A

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CONTRACT TW-3A

CONTRACT FOR THE FURNISHING OF
MANUAL ACTUATOR-OPERATED BUTTERFLY VALVES
FOR 48" TRANSMISSION MAIN

DUPAGE WATER COMMISSION, ILLINOIS

GENERAL CONDITIONS

CONTRACTOR AND MANUFACTURER: Mosser (Olson Technologies, Inc.)
160 West Walnut Street
Allentown, PA 18102

OWNER: The DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

INSTALLING CONTRACTOR: To be designated by OWNER prior to shipment

ARTICLE 1. ACCEPTANCE OF PURCHASE ORDER; ENTIRE AGREEMENT

The Purchase Order shall be effective when CONTRACTOR executes it, otherwise indicates its acceptance, or delivers to OWNER any of the goods ordered herein or renders for OWNER any of the services ordered herein.

Upon acceptance of the Purchase Order, the Purchase Order and the "Contract Documents," which consist of these General Conditions, Specifications Section 11, Specifications Section 2 (including Attachments I, II, and III), Section Drawing 1, Detail Drawing 2, and Plan and Profile Drawings 2 and 6, shall constitute the entire and sole agreement between OWNER and CONTRACTOR relating to the accomplishment of the Work, as generally described in Article 2 below, and the compensation therefor (the "Contract").

The Contract replaces, supersedes and merges any other prior or contemporaneous discussions, agreements or understandings between the parties, whether written or oral, and shall prevail over any additional or different or contradictory or inconsistent terms or conditions contained in any acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract. Any such additional or different or contradictory or inconsistent terms or conditions shall automatically be deemed objected to by Owner without further notice of rejection and shall be of no effect nor in any circumstance binding upon OWNER unless specifically accepted by Owner in a written document plainly labeled "Amendment to Contract."

ARTICLE 2. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work consists generally of furnishing two (2) 48" Mosser rubber-seated butterfly valves with manual actuators for installation by INSTALLING CONTRACTOR.

OWNER may, by written order, make changes in the Specifications and Drawings if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in CONTRACTOR's costs or the time required for performance of the Contract, an equitable adjustment shall be made by OWNER and the Contract modified accordingly. All claims by CONTRACTOR for an equitable adjustment shall be made within fifteen (15) calendar days following receipt of OWNER's written order, and shall, if not made prior to such time, be conclusively deemed to have been waived. Nothing in this clause shall excuse CONTRACTOR from proceeding without delay to perform the Work under the Contract as directed by OWNER.

ARTICLE 3. ENGINEER

ALVORD, BURDICK & HOWSON, L.L.C., who is hereinafter called ENGINEER.

ARTICLE 4. CONTRACT TIME

The products ordered shall be shipped from CONTRACTOR approximately 16 weeks after receipt of OWNER's purchase order and the Work shall be completed no later than September 30, 2004.

ARTICLE 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity and Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Forty Eight (48") Inch Diameter Butterfly Valves	2 Each	\$23,654.00	\$47,128.00
			TOTAL PRICE	\$47,128.00

OWNER is exempt from state and local taxes. Transportation expense for all shipments shall be prepaid, F.O.B. point of destination. No charges will be allowed by OWNER for transportation, packing, cartage or containers unless otherwise authorized in the Contract.

Payment to CONTRACTOR, in the amount of 85 percent of the Contract Price set forth above, shall be made net 30 days after shipment and delivery to INSTALLING CONTRACTOR. The balance of the Contract Price shall be paid upon final testing of the valves after installation by INSTALLING CONTRACTOR in OWNER's 48-inch pipeline.

All claims for money due or to become due from OWNER shall be subject to deduction or setoff by OWNER by reason of any counterclaim arising out of this or any other transaction with CONTRACTOR. The acceptance by CONTRACTOR of final payment shall operate as a full and complete release of OWNER. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by OWNER.

ARTICLE 6. INSPECTION

Materials or equipment purchased are subject to inspection and approval at INSTALLING CONTRACTOR destination. OWNER reserves the right to reject and refuse acceptance of items which are not in full compliance with the Contract or fail to meet CONTRACTOR's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, CONTRACTOR promptly after rejection, notwithstanding any prior payment therefor.

ARTICLE 7. WARRANTY

CONTRACTOR warrants and guaranties that all products furnished hereunder ("Mosser Products"), when paid for and properly installed, operated and maintained, shall be free from defects in material and workmanship for a period of one year from date of accepted installation or 18 months from date of shipment, whichever occurs first. In the event any Mosser Product is repaired or replaced hereunder, the warranty and guarantee provided by this Article 7 shall be extended, as to such repair or replacement, for one full year from the date of repair or replacement.

No inspection, test, acceptance, payment, or use of the Mosser Products shall affect CONTRACTOR's obligation under this warranty and such warranty shall survive such inspection, test, acceptance, payment, and use. CONTRACTOR's warranty shall run to OWNER, its successors and assigns.

ARTICLE 8. REGULATORY COMPLIANCE

CONTRACTOR represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) will have been produced in compliance with, and CONTRACTOR agrees to be bound by, all applicable Federal, State and local laws, standards, rules and regulations.

ARTICLE 9. LIMIT OF LIABILITY

In no event shall OWNER be liable for anticipated profits, incidental or consequential damages or penalties of any description. OWNER's liability on any claim

arising out of or connected with or resulting from the Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

ARTICLE 10. ASSIGNMENTS AND SUBCONTRACTING

Neither the Contract, nor any interest herein, shall be assigned or subcontracted by CONTRACTOR except upon the prior written consent of OWNER. CONTRACTOR is responsible for providing, performing and completing all Work, including providing all certifications, warranties and guarantees, that meets or exceeds specified requirements notwithstanding specific references in the Drawings or Specifications to duties and obligations of other contractors, subcontractors, suppliers, manufacturers, trades, etc., all at no extra cost to OWNER other than the Contract Price. All such duties and obligations specifically imposed upon such other contractors, subcontractors, suppliers, manufacturers, trades, etc., shall be deemed to be imposed upon CONTRACTOR.

CONTRACTOR shall have full responsibility and liability for the provision, performance and completion of the Work in full compliance with, and as required by or pursuant to, the Contract, and for the proper performance of all other requirements of the Contract, and for all representations and warranties and guarantees made in or pursuant to the Contract. CONTRACTOR shall remain as fully responsible and liable for the acts, omissions and performance of all other contractors, subcontractors, suppliers, manufacturers, trades, etc. as CONTRACTOR is for its own acts, omissions and performance.

ARTICLE 11. REMEDIES

OWNER's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment thereof shall not waive any breach.

ARTICLE 12. LAW GOVERNING

The Contract shall be governed by and construed according to the internal laws, but not the conflict of law rules, of the State of Illinois.

SECTION 11 BUTTERFLY VALVES FURNISHED BY OWNER**11.01 Submittals**

Submit for review detail drawings, data and descriptive literature on all valves and appurtenances, as listed in Section 2, VALVES.

11.02 Butterfly Valves

Valve manufacturer shall furnish and deliver to the Installing Contractor, with all accessory items necessary for construction, butterfly valves for locations shown on the Drawings.

The valves in the open position will be subjected to a working pressure of 150 psi plus 100 psi surge.

Valves shall be supplied to withstand full working pressure of 150 psi in each direction. The valves shall not fail in the open position at the maximum total pressure of 250 psi.

The valve shall not leak or fail in any way at the working pressure and the operators shall be capable of opening and closing the valves with bi-directional flow and working pressure.

Butterfly valves shall conform to or exceed the requirements listed in Section 2, VALVES.

11.03 Testing

Final Shop Tests shall be witnessed by representatives of the Owner and Engineer. The manufacturer may perform preliminary tests to assure the valves pass the witnessed Final Shop Tests.

To demonstrate the complete assembly is workable, each valve, with the actuator mounted directly on the valve, shall be shop-operated three times from the fully open position, and the reverse, under a no-flow condition.

Each valve shall be shop tested for leaks in the closed position. With the disc in the closed position each valve shall be given an hydrostatic test at 150 psi on one side of the valve and zero psi on the other side of the valve. The tests shall be performed for 10 minutes and during the test the valve shall be drop tight. At the completion of this hydrostatic test each valve shall be shop-operated three times from fully closed to fully open position, and vice versa, under a no-flow condition and the test repeated on the opposite side of the valve from the first test. For acceptance the valve

must exhibit zero leakage on both sides in sequential tests. If any adjustment is made to the valve, the entire testing cycle must be repeated on both sides of the valve.

With the valve disc in the slightly open position internal hydrostatic pressure equivalent to 300 psi shall be applied to the inside of the valve body for a period of 10 minutes. During the hydrostatic test there shall be no leakage through the metal, end joints or shaft seal nor shall any part be permanently deformed.

Valves shall be field tested after installation to withstand 150 psi water pressure without leakage.

11.04 Manufacturer's Guarantee

Manufacturer shall guarantee that the valves, valve actuators, and accessories (i.e., the complete valve units), when paid for and properly installed, operated and maintained, shall be free from defects in material and workmanship for a period of one year after accepted installation or 18 months from date of shipment, whichever occurs first.

During the guarantee period the valve units will be tested to a maximum of 150 psi by OWNER four (4) times. If any of the valves leak or if any actuator fails during the guarantee period, the Manufacturer shall repair that valve unit and a new guarantee period shall start, as to such repair, for one full year from the date of repair.

11.05 Installation by Others

The valves will be installed by the contractor installing the transmission main. The installing contractor will use the valves for hydrostatically testing the pipeline to a nominal 150 psi pressure. If any valve leaks, the Manufacturer shall repair that valve upon the installing contractor's demand, so that the installing contractor can complete the pipeline leakage test.

SECTION 2

VALVES

2.01

Submittals

Submit for review detail drawings, data and descriptive literature on all valves and appurtenances, including:

- a. Dimensions
- b. Size
- c. Materials of Construction
- d. Weight
- e. Protective Coating
- f. Actuator Weight
- g. Calculations for actuator torque
- h. Operators
- i. Number of turns from fully open to fully closed position

Submit manufacturer's certificates of compliance with ANSI, AWWA and other Standards which may apply.

Manufacturer shall certify to the Owner that all valves and operators are properly installed.

Manufacturer shall recommend corrective actions for any deficiencies noted.

Manufacturer shall submit a technical report each time a representative is at the project site.

Manufacturer shall submit certificates that each valve passed the shop leakage and hydrostatic test and the test procedures were in accordance with the specifications.

2.02

Butterfly Valves

2.02.1

Acceptable Manufacturers

A. BUTTERFLY VALVES 30" IN DIAMETER AND LARGER

1. Mosser (Olson Technologies, Inc.)

2.02.2

General Design, Certification and Inspection

- A. Butterfly Valves furnished under this section shall be of the tight-closing, rubber-seat type conforming to the American Water Works Association Standard C504.

B. Manufacturer shall have successfully and continuously manufactured specified butterfly valves for a period of at least five years.

C. Valves shall be designed for use in distribution, potable or raw water service and shall comply with the whole of the AWWA C504 Standards, except as specified under these specifications and the options, stipulations or modifications as indicated.

The references as listed hereafter have the same numerical designation as shown in AWWA C504-94, of Foreword IV, beginning on page ix:

1. Standard to be used: AWWA C504 standard for "Rubber-Seated Butterfly Valves".
2. Size of Valve: As indicated on the Drawings and as required.
3. Quantity required: As required
- 4-1. Type of body:
(VALVES 30" AND LARGER)

Flanged short body with off-set disc design unless shown otherwise on the Drawings.

Butterfly valve bodies are to be made of ductile iron material only, ASTM A536, grade 65-45-12 or 70-50-05 with a minimum 250 psi pressure rating meeting the combined design loading as specified under Subsection 1.06.3, DESIGN AND MANUFACTURE (**See ATTACHMENT I**).

The off-set disc shall allow for a full 360° seating surface with controlled interference between rubber seat and the stainless steel mating surface, based upon the pressure class of the valve.

Valve body, flanges, and disc shall all be machined so as to exhibit industry standard dimension tolerances. Manufacturer will be required to furnish a test report showing compliance with required dimension tolerances, under Test Reports (see 8 below).

5. Minimum acceptable valve classification:

Valve Seats shall be designed to be leak-tight in both directions of Class 150B, 150 psi upstream and 0 psi downstream and shall be suitable for open/close, and throttling service and/or operation after long periods of inactivity.

6. Maximum non-shock shutoff pressure and maximum non-shock line pressure: 150 psi

7. Flow through the Valve:

a. Under normal conditions: 6 FPS

b. Under maximum conditions:

When opening: 12 fps

When closing: 12 fps

8. Test reports: Furnish the following itemized, dated, signed and certified test records as listed under Sec. 3.8.5.8, Sec. 3.8.5.9, Sec. 5.2.1, Sec. 5.2.2, Sec. 5.2.3 (testing in both directions), and Sec. 5.2.4. Furnish also test reports showing whether valve body and disc dimensions are correct within industry standard tolerances (see 4 above.)

Provide an affidavit of compliance in accordance with Section 1.7 (AWWA C504).

9. Connecting piping: As shown on the Drawings.

10. End configurations: As indicated on Drawings.

a. Flanged - ASME/ANSI-B16.1, class 125.

b. Combinations, as required or where indicated.

11. Shaft seals: Self compensating V-type packing.

12. Materials:

a. Valve Bodies: Ductile iron only.

b. Valve Shafts: Valve shafts shall be turned, ground and polished and shall be constructed of stainless steel.

- c. Valve Discs: Cast iron or cast steel
- Valve Bolts: All exterior bolts, nuts and washers on valve bodies, valve actuators, bonnets, etc. shall be Stainless Steel as specified in para. 1.10 of Section 1 (**See ATTACHMENT II**).
- e. Valve Flange Bolts: Valve end flanges shall be joined to piping with "Cor-ten" type steel bolts specified in para. 1.10 of Section 1 (**See ATTACHMENT II**).

e-1. Valve Seats:
(VALVES 30" AND LARGER)

- 1) Valve seats shall be rubber and seats shall be retained in place either in the body or on the disc.

Rubber seat shall be mechanically retained in position by means of a shoulder (or shoulders) on the rubber seat with a matching shoulder (or shoulders) on the disc (or on the body) and/or on the stainless steel retaining ring.

The retaining ring shall be compressed against the rubber seat by stainless steel cap screws that pass through the rubber seat for added retention.

The rubber seat shall be adjustable and replaceable in the field without the need to remove the valve from the pipeline.

- 2) Epoxy injected valve seats are not allowed.
- 3) Mating surfaces (seating surfaces) shall be stainless steel and properly designed for frequent operation, or throttling operation without damage to seats or their mating surfaces.

13. Type of installation:

Valves shall be for buried service or submerged service.

Valves located inside manholes shall be considered as submerged.

14. Actuator type and service conditions:

a. Type:

All valves shall be provided with manual actuators.

b. Service:

Open/close and throttling unless specifically noted otherwise.

15. Manual Actuators:

- a. Manual actuators shall be approved worm-gear type, suitable for buried and submersible service, and capable of withstanding 300 ft-lb. input torque at the full open or full closed position without damage to the valve or actuator.

Actuators shall be equipped with 1-1/2" ϕ extension stem and 2" AWWA square nut, as required.

- b. Valves shall turn counterclockwise, or to left, to open.

- c. Position indicators shall be bronze gearing, graduated indicator scale inside an aluminum housing for installation on a manhole top slab in a stainless steel valve box with bolted watertight cover at surface as shown on the Drawings. Indicators shall be as manufactured by Dyna-Torque Company of Muskegon, Michigan.

- d. Valve actuator shall be equipped with adjustable, mechanical, stop limiting devices to prevent over travel of the valve disc in the open and closed or at any intermediate positions.

- e. The valve actuators shall be fully gasketed suitably sealed, grease-packed for life, designed to withstand submersion in water of minimum 10 psi.

Actuators shall be directly mounted or as indicated on the Drawings.

Provide appropriate length of sealed bonnets for installation of valve actuator inside of manholes as indicated on the Drawings for valves 30" diameter or larger.

- f. Manual actuators shall be type MG manual worm gear actuator by EIM.

19. Valve and actuator arrangement and position:

As shown on the Drawings.

20. Protective coatings:

a-1. VALVES 30" AND LARGER

Valve interior shall be fusion bonded epoxy coated in accordance with AWWA C550. The film thickness of the cured coating shall not be less than 10 mil.

- c. For buried, submerged, and inside of manhole type service, valve external surfaces shall be shop coated with two coats of coal tar epoxy coating unless indicated otherwise on the Drawings.

21. Affidavit of compliance:

Whether the Owner has an agent at the plant or not, manufacturer of the butterfly valves shall provide to the Owner affidavits or certificate of compliance stating that all tests and inspections required under ANSI/AWWA C504 and ANSI/AWWA C550 Standard, latest edition, have been performed and that all test requirements have been met.

23. Certified drawings: (Sec. 1.4 and 1.5)

- a. Certified drawings showing the principal dimensions, construction and material used for all parts of the valve and actuator shall be submitted to the Owner for review.
- b. All work shall be performed and all valves shall be furnished in accordance with the certified drawings, after they have been reviewed by the Owner.

24. Valve-torque data shall be furnished. Actuators shall be selected so as to provide a minimum factor of safety of 1.75 of

the rated torque capability of the actuator to the maximum design torque requirement of the valve.

25. Shop inspection:

The Owner or an authorized representative shall reserve the right to examine the valve manufacturing/assembling facilities at any time before or during assembly or testing per Section 5.1.1.

26. Maximum transient pressure is 100 psi. There shall be no structural failure to the body, disc, shaft and no leakage through joints and shaft seals with the valve in the closed position and a total pressure of 250 psi from either direction.

27. Water temperature range: 32°F - 80°F

28. Leakage test: In both directions.

30. Provide maximum head loss data.

31. Flow direction. Typical water flow may be in either direction.

Valve disc assembly, seat and mating surfaces shall be designed and constructed to permit the actuator to sufficiently seat, unseat, and rigidly hold, in any intermediate position, with comparable torque requirement at either flow direction, the valve disc it controls under differing pipeline pressures.

32. Anticipated excessive chemical exposure:

Liquid chlorine or hypochlorite will be applied to the system for a period of 3 to 24 hours such as to provide a concentration of 50 to 100 parts per million of available chlorine during water main disinfection.

The cycle may be repeated numerous times, as required, until laboratory tests indicate an absence of coliform organisms.

2.02.3 Shop Testing

After each valve has been shop-operated three times as required by AWWA C504, Sec. 5.2.1, each valve shall be shop Leakage-tested in both directions in accordance with AWWA C504 para. 5.2.2.1 or 5.2.2.2. If the valve leaks, the seat shall be adjusted, and the valve operated three times before retesting for leaks in both

directions. The valve shall pass the test when there is no leakage in either direction after three operations and no adjustments.

300 foot-pounds of torque shall be applied to the operating nut at the full closed position and repeated at the full open position to demonstrate that the actuator can safely carry this torque.

2.02.4 Field Testing

Immediately prior to installing the valve, the Installing Contractor shall operate the valve three times and then test the valve for leakage in both directions following the procedure in AWWA C504, Section 5.2.2.2. If the valve leaks, the seat shall be adjusted, and the valve operated three times before retesting for leaks in both directions. The valve passes the initial field leakage test when there is no leakage in either direction after three operations and no adjustments.

300 foot-pounds of torque shall be applied to the operating nut at the full closed position and repeated at the full open position to demonstrate that the actuator can safely carry this torque.

The valve shall be field tested after installation to withstand 150 psi water pressure without leakage. Valves that do not pass three field leakage tests must be replaced with new valves; see Section 4, "Pipe Testing and Disinfection" (**See ATTACHMENT III**).

2.02.6 Manufacturer's Certifications:

- A. Submit manufacturer's certification to the Owner that they have carefully examined all of the Contract Drawings and Specifications in detail, including the arrangement and conditions of proposed transmission main affecting the performance of the valve units, and the detailed requirements of manufacturing and subsequent installation of the valve units.
- B. Submit manufacturer's certification to the Owner that there are no omissions, ambiguities or conflicts in the Contract or in the transmission piping layout that affect the valve units, as shown on the Plans which have not already been clarified in writing by the DuPage Water Commission.
- C. Submit manufacturer's certification to the Owner that they have inspected the storage of the valves and find no conditions that have adversely affected the equipment.

- D. Submit manufacturer's certification to the Owner that they have supervised the installation of the valve units and that the valves have been properly installed per their requirement.

ATTACHMENT I

1.06.3 Design and Manufacture

All ductile iron pipe shall be in accordance with AWWA Standard. AWWA C151 - American National Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water. AWWA C110 - American National Standard for Ductile Iron and Gray-Iron Fittings, 3 In. Through 48 In., for Water and Other liquids. AWWA C153 - American National Standard for Ductile-Iron Compact Fittings, 3 In. Through 24 In. and 54 In. Through 64 In. for Water Service. AWWA C115 - American National Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.

Ductile iron pipe crossing a major waterway such as a large stream, river or channel shall be designed for neutral buoyancy by concrete casing or other approved means and no allowance for earth cover in the buoyancy calculations.

All ductile iron pipe and fittings shall have a minimum design strength for a combined loading of an internal pressure of 150 psi, an external loading of 10 feet cover of 120 pounds per cubic foot soil weight and trench width of outside pipe diameter plus 4'-8" with a single AASHTO HS-20 truck live load on unpaved road or flexible pavement, plus a water hammer allowance of 100 psi. If indicated on the drawings, the external transient load shall be E-85 for the specific location.

All pipe shall be double thickness cement lined without seal coat inside in accordance with AWWA C104 and asphaltic coated outside in accordance with AWWA C151, Section 4.3.1. Portland cement shall comply with ANSI/NSF Standard 61.

Minimum Thickness: Where the Drawings show the depth of cover exceeds 10 feet or for special applications, the pipe shall be designed for a loading condition of not less than indicated on the Drawings. Use standard pipe laying condition type 4 for thickness design calculation. Pipes to be installed inside the tunnel casing shall be designed for full overburden neglecting the casing.

In addition to external load, all pipe and fittings shall be designed for collapse vacuum pressure -14.7 psi with a factor of safety of 2.5.

All pipe shall have a nominal wall thickness as follows:

<u>Dia.</u> <u>inch</u>	<u>Depth of</u> <u>cover</u> <u>feet*</u>	<u>Pressure</u> <u>Class</u>	<u>Laying</u> <u>Condition</u> <u>Type</u>	<u>Thickness</u> <u>in.</u>
3	100	350	4	0.25
4	85	350	4	0.25
6	47	350	4	0.25
8	34	350	4	0.25
10	28	350	4	0.26

<u>Dia.</u> <u>inch</u>	<u>Depth of</u> <u>cover</u> <u>feet*</u>	<u>Pressure</u> <u>Class</u>	<u>Laying</u> <u>Condition</u> <u>Type</u>	<u>Thickness</u> <u>in.</u>
12	28	350	4	0.28
14	23	250	4	0.28
16	24	250	4	0.30
18	22	250	4	0.31
20	22	250	4	0.33
24	17	200	4	0.33
30	14	150	4	0.34
36	14	150	4	0.38
42	13	150	4	0.41
48	13	150	4	0.46
54	13	150	4	0.51
60	13	150	4	0.54
64	13	150	4	0.56

* If the depth of cover shown on the Drawings exceeds the depth of cover shown in this column, the pressure class of pipe shall be increased in accordance with AWWA C151.

The whole AWWA C151, AWWA C110, and C153 shall apply except as specified under these Specifications and the options indicated:

1. Pipe

The following options have the same numeral designation as AWWA C151:

a. Sec. 4.2.1 - Mechanical or Push-On Joint Requirements

The pipe shall be furnished with push-on joints in accordance with AWWA C111, except as indicated on the Drawings or Specifications. Mechanical joints shall be in accordance with AWWA C111 and flange joints shall conform to AWWA C115.

b. Sec. 4.3 - Coatings and Linings

All pipe shall be double thickness cement mortar lined without seal coat inside in accordance with AWWA

C104 and asphaltic - coated outside in accordance with AWWA C151.

c. Sec. 4.6 - Marking Pipe

The weight, class and casting period of pipe shall be shown on each pipe.

d. Sec. 5.1.1.2 - Manufacturer's Statement

The manufacturer shall furnish a sworn statement that the inspection and all of the specified tests have been made and the results thereof comply with the requirements of this standard.

e. Sec. 5.1.2 - Inspection by Purchaser

The Owner retains the right to observe pipe, fittings, all work performed and all materials furnished under this Contract at the manufacturer's plant.

During inspection, the Owner's representative shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with this standard. The manufacturer shall make gauges that are necessary for inspection available for Owner's representative use. The manufacturer shall provide the Owner's representative with assistance for handling of pipe and fittings as necessary. Prior to shipment, each piece of pipe and each fitting may be inspected and stamped by the Owner's representative for their compliance with Specifications.

The manufacturer shall provide the Engineer with copies of all written quality control procedures, tests and reports, as required by the Specifications, as may be employed by the manufacturer during the production of the pipe. Weekly inspection reports shall be submitted to the Engineer.

f. Sec. 5.4 - Foundry Records

The results of the acceptance tests (see 5.2.2) and low temperature tests (see 5.3) shall be furnished to the Engineer.

g. Changes in alignment or grade may be made by breaking the joints of the straight pipe or by the use of

beveled end pipe unless single bend fittings are called for on the Drawings. Joint openings shall not exceed one half (1/2) of the maximum recommended by the pipe manufacturer.

2. Fittings

The following options have the same numeral designation as AWWA C110.

8. Sec. 1.1 - All ductile iron fittings shall have a minimum pressure rating of 250 psi working pressure.
- b. Sec. 4.2.1, 4.2.2 & 4.2.3 - Provide ductile iron fittings with joint type as shown on the Drawings or as indicated in the Specifications. Ductile iron glands shall be used.
- c. Sec. 4.2.4 - all fittings shall be ductile iron.
- d. Sec. 4.2.5 - The Manufacturer shall furnish drawings of the joint and gasket details.
- e. Sec. 4.3 - Coating and Linings

Outside of fittings shall have an asphaltic coating in accordance with AWWA C110. Inside of fittings shall be double thickness cement-mortar lined without seal coat in accordance with AWWA C104.
- f. Sec. 5.1 - The manufacturer shall furnish to the Engineer a sworn statement that the inspection and all the specified tests have been made and the results thereof comply with the requirements of this standard.
- g. Sec. 5.2 - The Owner reserves the right to inspect fittings at the manufacturer's plant.
- h. Sec. 5.4 - Acceptance Tests - The results of acceptance tests shall be furnished to the Engineer.

3. Compact Fittings

The following options have the same numerical designation as AWWA C153.

- a. Sec. 53-1 - All ductile iron compact fittings shall have a minimum pressure rating of 250 psi working pressure. All fittings shall be ductile iron.

- b. Sec. 53-5.1.2 -The manufacturer shall furnish drawings of the joint and gasket details.
- c. Sec. 53-6.3 - The manufacturer shall furnish a sworn statement that the inspection and all the specified tests have been made and that the results there of comply with the requirements of this standard.
- d. Sec. 53-7.1 - The Owner reserves the right to inspect fittings at the manufacturers' plant.
- e. Sec. 53-10 - Coatings and Linings Outside of fittings shall have an asphaltic coating in accordance with AWWA C153. Inside of fittings shall be double thickness cement mortar lined without seal coat in accordance with AWWA C104.
- f. Sec. 53-12 - The results of the acceptance tests shall be furnished to the Engineer.

Installation requirements: In addition to the pipe manufacturer's installation guide, the following requirements shall be met:

1. Prior approval of the pipe manufacturer shall be required for the devices to be used to unload pipe, to move pipe and to place pipe in the trench.
2. The pipe shall be unloaded, handled and placed using padded slings or other pipe manufacturer approved devices which distribute the weight of the pipe and prevent damage to the exterior coating, joint rings or pipe interior lining. The use of cables and other metal surfaces in contact with the pipe exterior is prohibited.
3. Unloading or movement of the pipe by rolling or sliding at any time is strictly prohibited.
4. Joint pull in field to correct alignment shall be limited to one-half of the maximum amount recommended by the pipe manufacturer.

ATTACHMENT II

1.10 Bolts, Studs and Nuts

1.10.1 Submittals

Representative samples of bolts, studs and nuts will be required by the Engineer. Review will be for type and finish only. Compliance with all other requirements is exclusive responsibility of Contractor.

1.10.2 Design Criteria

All bolts, studs and nuts shall have American National form right-hand machine cut threads which shall be in conformity with the current ANSI B1.1, "Screw Threads", Coarse Thread Series, Class 2 Fit, unless otherwise specified.

Bolt heads and nuts shall be semi-finished and shall be in conformity with ANSI B18.2, "Wrench-head Bolts and Nuts and Wrench Openings", Heavy Series, unless otherwise specified. Nut dimensions shall conform to ANSI Standard B18.2.2 for heavy hex nuts.

Allowable tensile design stress for threaded fasteners shall not be greater than 0.33 times minimum tensile strength of threaded fastener on tensile stress area.

1.10.3 Materials

Pipe Joints for Ductile Iron Pipe, Prestressed Concrete Cylinder Pipe and Steel Pipe (6" and larger):

1. Galvanized Bolts and Nuts (For EXPOSED Piping Installations):

Steel anchor bolts, flange bolts, studs and nuts shall be in conformity with the current ASTM A307 "Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength", Grade B. All steel bolts, studs and nuts, shall be hot-dip galvanized in accordance with ASTM A153.

At joint harnesses and restrained harnesses connected to flange, the tie bolts and studs, flange bolts and nuts shall conform to ASTM A354 Grade BC or ASTM A193 Grade B7 (115/125 ksi Min. Tensile Strength for 4" diameter and under). Lug and ring shall be ASTM A36 steel. All steel bolts, studs and nuts, shall be hot-dip galvanized in accordance with ASTM A153.

2. Stainless Steel Bolts and Nuts (Where Specified):

Stainless steel bolts shall be in conformity with the current ASTM A193, Grade B8M (AISI 316), class 1 (75 ksi Min. Tensile Strength).

Stainless steel bolts or threaded rods for restrained harnesses shall be in conformity with the current ASTM A193, Grade B8M (AISI 316), class 2 (Tensile Strength 90/110 ksi).

Nuts for these bolts and rods shall be in conformity with the current ASTM A194, Grade 8MN (AISI 316), Strain Hardened.

3. Corrosion Resistant Steel Bolts and Nuts (CRS) (For BURIED Piping Including Piping In Vaults and Manholes Installations):

CRS anchor bolts, flange bolts, studs and nuts shall be "Cor-Ten" type steel in conformity with the material characteristics listed in AWWA C111 "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings", and also in conformity with ASTM A242 "High Strength Low-Alloy Structural Steel" Type I, or ASTM A588 "High Strength Low-Alloy Structural Steel With 50 ksi Minimum Yield Point to 4 inch Thick" Grade A.

At buried mechanical joints, bolts and nuts shall be in conformity with all of AWWA C111 dimensions and requirements.

Above specified bolts and nuts shall be tension tested for a minimum tensile stress of 65 ksi using testing procedures corresponding to ASTM A307 requirements, and shall be proof load tested based on 45 ksi stress to AWWA C111 standards.

Bolt heads shall be marked with name of manufacturer, ASTM material designation/grade, and country where manufactured. Markings shall be raised or depressed.

At buried joint harnesses and restrained harnesses connected to flange, the tie bolts and studs, flange bolts and nuts shall be "Cor-Ten" type steel in conformity with the current ASTM A325, "Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength", Type 3.

4. Bronze (Where Specified):

Anchor bolts, flange bolts, studs, and nuts shall be in conformity with the current ASTM B98, "Copper-Silicon Alloy Rods, Bars, and Shapes" made of Alloy B12, Hard. Bolts, studs, and nuts machined from bar stock shall be made of Alloy A7, Hard.

5. Other types, if shown on drawings or specified under other Sections.

6. Bolt strength shall be adequate to provide compression needed for water tightness of the gasket material used.

Examine conditions under which bolts are to be installed, and notify Engineer in writing of unsatisfactory conditions existing.

Do not proceed with the Work until unsatisfactory conditions or deficiencies have been corrected in a manner acceptable to Engineer.

ATTACHMENT III

SECTION 4 PIPE TESTING AND DISINFECTING

4.01 Testing Pipelines

The Contractor shall test the pipeline in sections as approved by the Engineer. Pressure testing the pipeline using compressed air will not be allowed. The test shall be made by closing valves or by tied end caps and/or plugs and filling the pipe slowly with water. Care shall be used to see that all air is released during the filling of the pipeline. After the pipe, or section thereof, has been completely filled, it shall be allowed to stand under a slight pressure for sufficient time to allow the escape of air from any air pockets. During this period the valve manholes and other connections shall be examined for leaks. If any are found, they shall be stopped prior to the pressure test.

The test shall consist of holding a hydrostatic pressure on the pipe of a minimum of 150 pounds per square inch for a period of four hours, measured at centerline of pipe at the highest point. The water necessary to maintain this pressure shall be measured through a meter or by means satisfactory to the Engineer. The meter or measuring facilities shall be furnished by the Contractor. The leakage shall be considered the amount of water entering the pipeline during the test period. The total allowable leakage shall meet the requirements of AWWA C600, and as shown on the following table:

<u>Pipe Diameter (Inches)</u>	<u>Allowable Water Loss Per 1,000 Ft. of Pipeline For Four (4) Hour Test Period (Gallons)</u>
8"	3
2"	5
16"	6
20"	8
24"	9
30"	11
36"	13
42"	15
48"	18
54"	20
60"	22
66"	24
72"	27
78"	29
84"	31
90"	33

Any noticeable leakage shall be stopped and any defective pipe shall be replaced with new sections.

All valves shall be field tested in conjunction with but prior to the pressure testing of the pipeline, as specified under this Section. The test shall be conducted by isolating a section of pipeline between two valves. Each valve shall be opened and closed and then tested. There shall be no visible leakage under hydrostatic pressure of 150 psi measured at the centerline of the valve. All line valves shall be tested in each direction and shall be opened after the pipeline test.

If one of the valves leaks, it shall be adjusted, operated three times and retested. A valve that leaks after three adjustments and four pressure tests shall be replaced with a new valve.

4.02 Disinfecting Water Mains Other Than the Commission's Main

Water mains belonging to municipalities or agencies that are disturbed in any manner shall be disinfected in accordance with the following paragraphs.

Disinfection shall be done in strict accordance with the AWWA Standard for Disinfecting Water Mains, C651, which includes flushing and thorough cleaning before disinfection.

All new piping shall be disinfected with chlorine before acceptance for operation.

Liquid Chlorine: Liquid Chlorine shall conform to the requirements of Federal Specification SB-C-120.

Hypochlorite: Liquid Hypochlorite shall conform to the requirements of Federal Specification O-C-114.

The piping shall be thoroughly cleaned and flushed before disinfection is attempted.

The preferred point of application of the chlorinating agent is at the beginning of the pipeline or any valved section of it, and through a corporation stop inserted in the pipe.

The amount of chlorine applied shall be such as to provide a concentration of not less than 50 parts per million of available chlorine, distributed uniformly through the length of pipeline being disinfected.

After a contact period of not less than twenty-four hours the system shall be flushed with clean water until the residual chlorine content is not greater than one part per million.

Samples of water will be taken by the Contractor from connections at each end and the center of the pipeline and bacteriological analysis made thereof.

Contractor shall furnish a standard corporation cock and copper tube gooseneck at each piping sampling point.

The samples shall be collected in sterile bottles treated with sodium thiosulphate.

For acceptance, two consecutive sets of samples, taken at 24-hour intervals, shall indicate an absence of coliform organisms meeting Ill. EPA and other regulatory requirements.

Should the initial disinfection prove unsatisfactory, disinfection shall be repeated until two (2) consecutive samples as tested by a State Licensed Laboratory indicate an absence of coliform organisms.

The disposal of the chlorinated water shall be acceptable to the IEPA.

The cost of Disinfecting shall be incidental to the cost of the pipeline.

4.03 Disinfecting Commission's Mains

Disinfecting of all DuPage Water Commission Water Mains under this Contract shall be performed as follows:

Chlorine shall be added to the main after pressure testing has been completed.

Liquid Chlorine: Liquid Chlorine shall conform to the requirements of Federal Specifications SB-C-120.

Hypochlorite: Liquid Hypochlorite shall conform to the requirements of Federal Specifications O-C-114.

The Contractor shall furnish and install standard corporation cocks and copper tube gooseneck at preferred points of application, as recommended by a disinfection expert.

The water main shall be completely cleaned of all foreign materials, but not flushed before disinfection.

The amount of chlorine applied shall be, such as to provide a concentration of 100 p.p.m. of available chlorine. The chlorine shall be applied continuously and for a sufficient period to form a solid column, or a slug of chlorinated water that as it moves through the main, expose all interior surfaces to a concentration of approximately 100 p.p.m. for at least 3 hours. The free chlorine residual shall be measured as the chlorinated water moves through the main. If at any time it drops below 50 p.p.m., the flow shall be stopped and the chlorinated water shall be restored to 100 p.p.m.

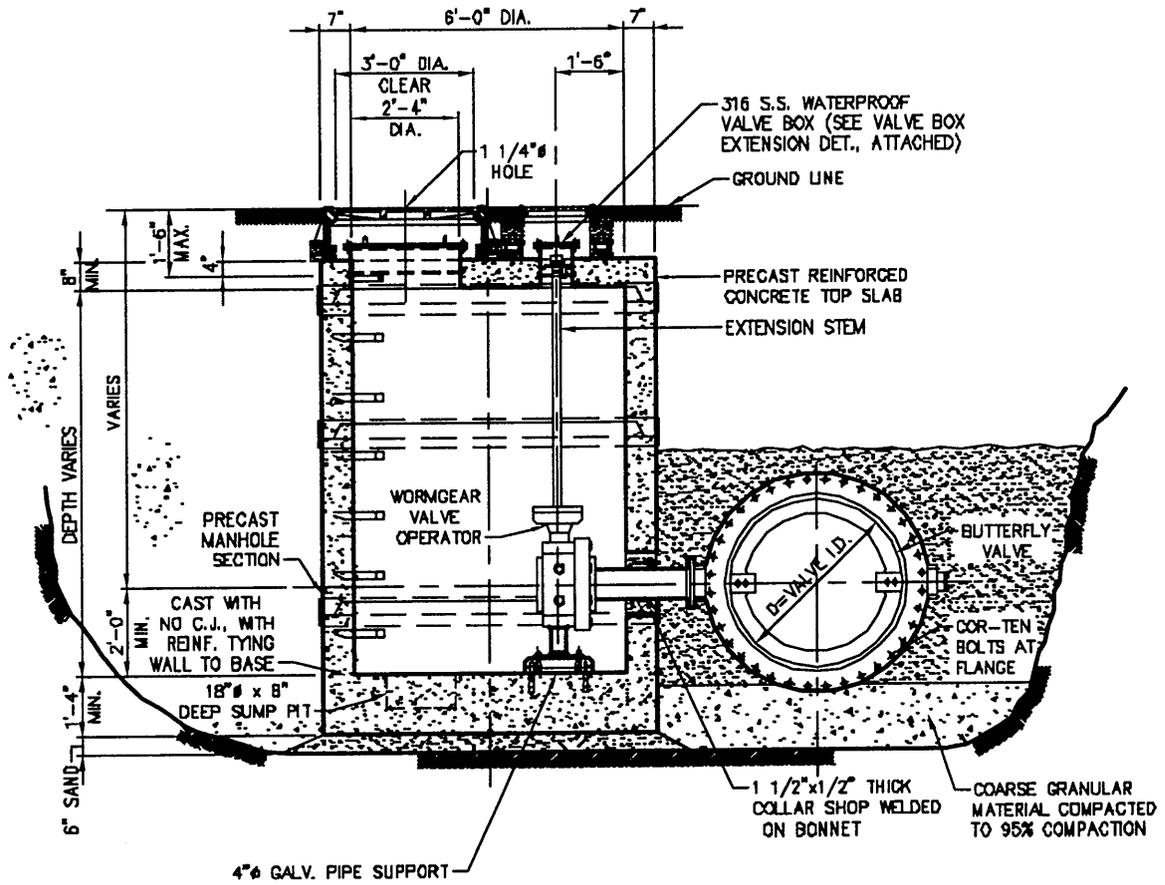
As chlorinated water flows past fittings, valves, and transmission main the valves shall be operated so as to disinfect appurtenances and pipe branches.

After the contact period, the main shall be flushed with clean water until the residual chlorine content is not greater than one part per million. Then Samples can be taken.

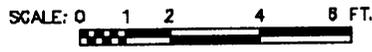
Samples shall be collected from the main and shall be tested for bacteriological quality in accordance with AWWA C651.

Contractor shall neutralize the residual chlorine concentration in accordance with Appendix B of AWWA C651-92 before disposal, unless the Contractor provides documentation to the Engineer that the governmental entity receiving the chlorinated water will accept the disposal of the water at its field measured concentration prior to neutralization. Contractor shall furnish a copy of the connection Approval Permit from the Division of Public Water Supplies, IEPA, in addition to any other permits required by law.

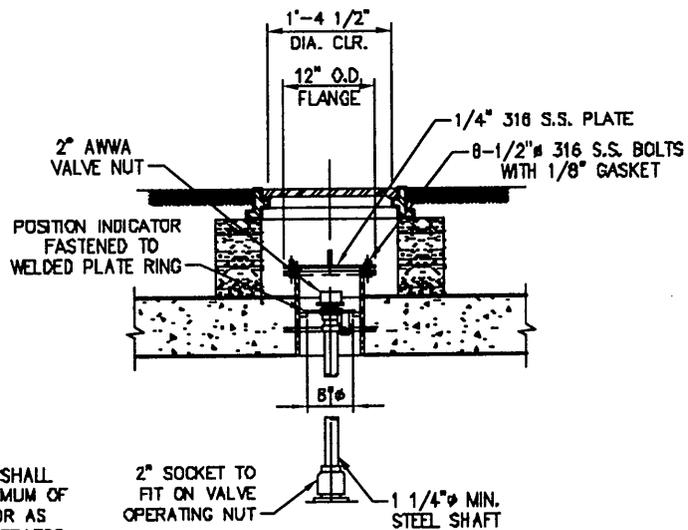
The cost of disinfecting shall be incidental to the cost of pipeline.



SECTION
 48" ϕ BUTTERFLY VALVE
 OPERATOR IN VAULT



1



NOTE:

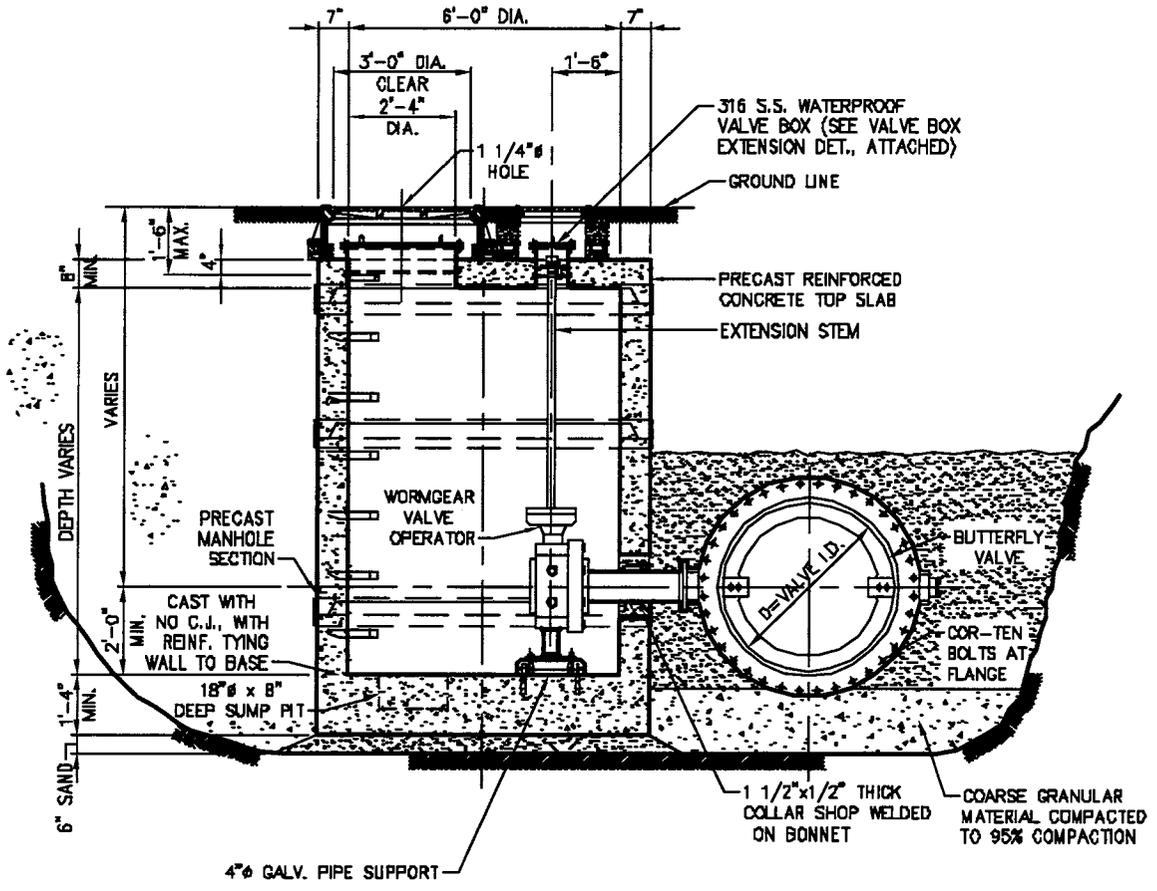
STEEL SHAFT ASSEMBLY SHALL
BE DESIGNED FOR A MINIMUM OF
400 ft-lbs OF TORQUE OR AS
REQUIRED FOR VALVE OPERATOR.

VALVE BOX EXTENSION DETAIL

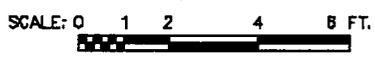
SCALE: 0 6" 1 2 3 FT.



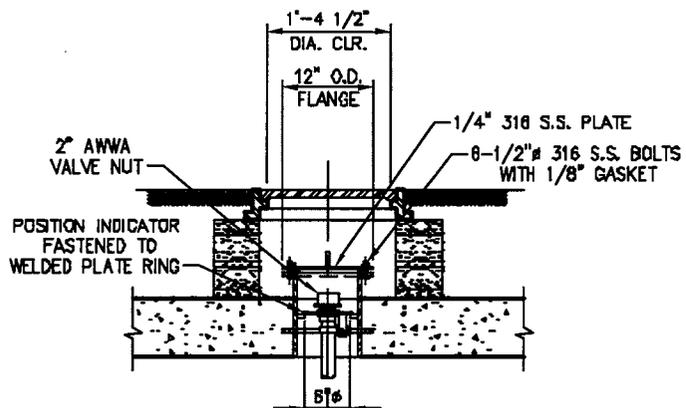
2



SECTION
 48" ϕ BUTTERFLY VALVE
 OPERATOR IN VAULT



1



NOTE:

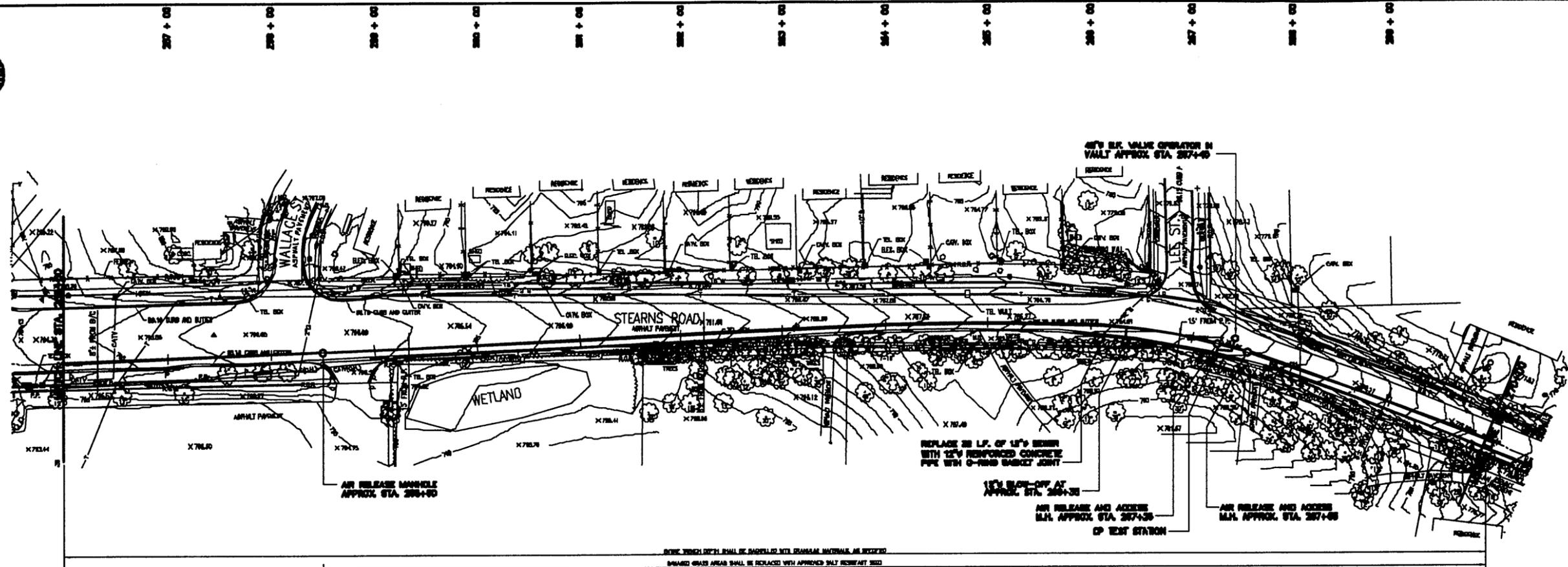
STEEL SHAFT ASSEMBLY SHALL BE DESIGNED FOR A MINIMUM OF 400 ft-lbs OF TORQUE OR AS REQUIRED FOR VALVE OPERATOR.

2" SOCKET TO FIT ON VALVE OPERATING NUT
 1 1/4" MIN. STEEL SHAFT

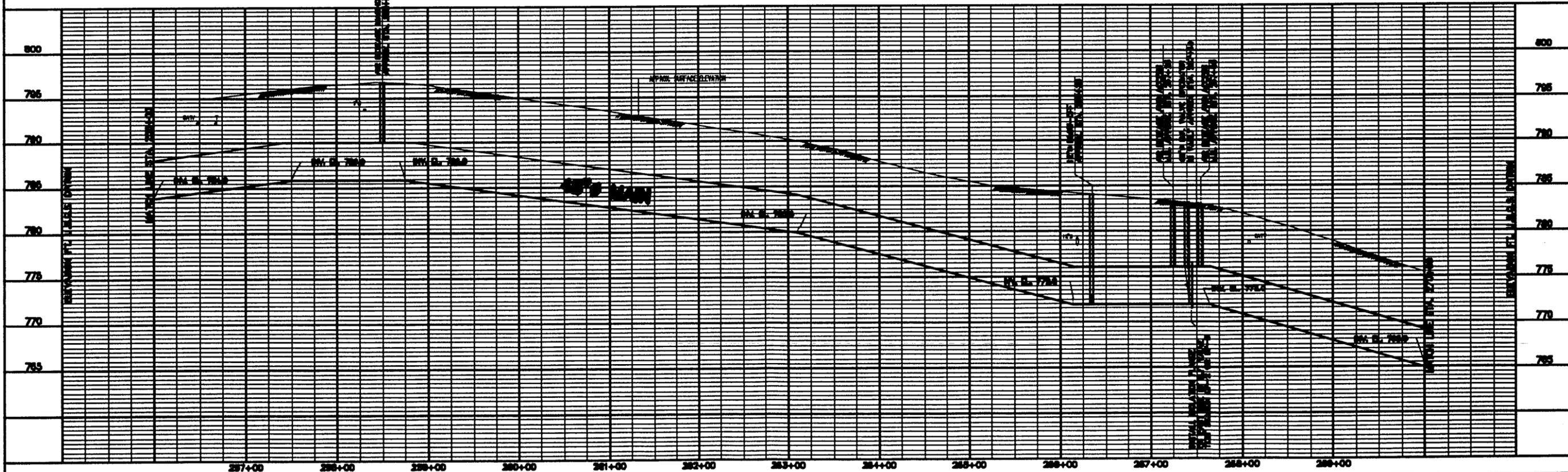
VALVE BOX EXTENSION DETAIL

SCALE: 0 6" 1 2 3 FT.

2



2

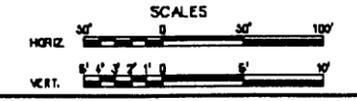


ALVORD, BURDICK & HOWSON, L.L.C.
ENGINEERS
2004
CHICAGO

DUPAGE WATER COMMISSION

DATE	BY	REVISION
05-00-1204		

PLAN & PROFILE



CONTRACT TW-3/04
WEST TRANSMISSION MAIN



DuPage Water Commission

MEMORANDUM

TO: Commissioners

FROM: Michael Vondra
Chairman

DATE: May 3, 2004

SUBJECT: Committee Assignments

The following are my recommended committee appointments. I would ask for your advise and consent at the May 13, 2004 Commission Meeting. I again assigned equal number of municipal and county commissioners to each committee.

Vice Chair – Mueller

Administration

L. Hartwig – Chair
E. Chaplin
W. Murphy
D. Zeilenga

Engineering

G. Wilcox - Chair
R. Benson
R. Ferraro
W. Mueller

Finance

A. Poole - Chair
T. Feltes
G. Mathews
J. Vrdolyak
Advisor: R. Thorn – Treasurer

C-Factor Task Force

M. Vondra - Chair
L. Hartwig
A. Poole
R. Schillerstrom
R. Thorn
G. Wilcox

Recording Secretary to Committees/Commission: Kim Godden

DUPAGE WATER COMMISSION

ORDINANCE NO. O-12-04

AN ORDINANCE AMENDING THE
BY-LAWS OF THE DUPAGE WATER COMMISSION
(Amending Section 3 of Article IX)

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is appropriate and in the best interests of the Commission to amend the Commission's By-Laws, as restated in 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, and O-11-04 to allow the Clerk of the Commission to be an authorized co-signatory on checks payable and to change the members of the administrative staff that are authorized co-signatories on checks;

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

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

SECTION TWO: Amendment. Section 3, entitled "Required Signatures," of Article IX, entitled "Disbursements," of the Commission's By-Laws shall be, and it hereby is, amended in its entirety so that said Section 3 shall hereafter be and read as follows:

"Section 3. Required Signatures. All checks, except payroll checks, shall be signed by one of the following: the Chairman, the Treasurer or the Finance Committee Chairman. All checks, except payroll checks, shall be co-signed by one of the following: the General Manager, the Financial Administrator, or the Staff Attorney. Payroll checks shall be signed by any two of the following: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, the Financial Administrator, or the Staff Attorney."

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water

Ordinance No. O-12-04

Commissioner having determined, by a two-thirds majority vote, to waive the amendment provisions of the By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2004

Chairman

ATTEST:

Clerk

Board/Ordinances/O-12-04.DOC

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 02-Apr-04 TO 07-May-04

ACPA0405
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

05/13/04

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- b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.
- c - Construction items are coded with account numbers in the 7000 series.
- d - WR - Water Revenue, ST - Sales Taxes, DSR - Released Debt Service Reserve Funds

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Revised & Final	WF-7100	DSR	56,008.57 (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Revised & Final	WF-1398	WR	56,008.57 (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Revised & Final	WF-5900	WR	(56,008.57) (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Revised & Final	WF-3520	WR	64,357.90 (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Revised & Final	WF-3700	WR	(21,366.47) (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Cancelled	WF-7100	DSR	(56,008.57) (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Cancelled	WF-1398	WR	(56,008.57) (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Cancelled	WF-5900	WR	56,008.57 (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Cancelled	WF-3520	WR	5,600.86 (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Cancelled	WF-3700	WR	50,200.00 (a)	
Advance Mechanical Contractors, Inc.	MS-13	04/08/04	Cont. MS-13: Partial Invoice No. 4 Cancelled	WF-3120	WR	207.71 (a)	99,000.00
Allied Office Supplies	XK5726001	04/23/04	Office Supplies	WF-6521	WR	242.55	242.55
Alvord, Burdick & Howson	81	04/30/04	Naperville Rd. to Diehl Rd.: 03/25/04-04/24/04	WF-7913	DSR	5,928.00	
Alvord, Burdick & Howson	81	04/30/04	Diehl Rd. to 75th: 03/25/04-04/24/04	WF-7913	DSR	9,111.58	
Alvord, Burdick & Howson	81	04/30/04	Butterfield Rd. to Prairie Path: 03/25/04-04/24/04	WF-7913	DSR	9,514.43	
Alvord, Burdick & Howson	2004151	04/30/04	Blow-Off Valve Improvement Tsk Odr. #9: 03/25/04-04/24/04	WF-6389	WR	24.65	
Alvord, Burdick & Howson	2004152	04/30/04	Blow-Off Valve Improvement Tsk Odr. #9: 03/25/04-04/24/04	WF-6389	WR	41,104.49	
Alvord, Burdick & Howson	2004153	04/30/04	48" West Transmission Main - TW-3: 03/25/04-04/24/04	WF-7913	DSR	55,986.97	
Alvord, Burdick & Howson	2004154	04/30/04	48" West Transmission Main - TW-3: 03/25/04-04/24/04	WF-7913	DSR	10,990.93	
Alvord, Burdick & Howson	2004155	04/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 03/25/04-04/24/04	WF-7913	DSR	38,618.51	
Alvord, Burdick & Howson	2004156	04/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 03/25/04-04/24/04	WF-7913	DSR	15,228.99	
Alvord, Burdick & Howson	2004157	04/30/04	Dist. Fac. Update - GPS Tsk Odr. #17: 03/25/04-04/24/04	WF-7913	DSR	20,462.00	
Alvord, Burdick & Howson	2004158	04/30/04	Schaumburg Emergency Connection As Built Drawings	WF-7912	DSR	2,008.24	
Alvord, Burdick & Howson	2004159	04/30/04	20" Lombard Connection - Task Order # 14-004	WF-6389	WR	4,820.59	
Alvord, Burdick & Howson	100 OT	04/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 03/25/04-04/24/04	WF-7913	DSR	628.79	214,428.17
American Water Works Association	6000749526	04/20/04	Waternet on CD-ROM	WF-6622	WR	260.00	260.00
Anixter Inc.	181-249299	04/20/04	SCADA/Instrumentation	WF-6624	WR	209.22	209.22
AT&T	6308340100	03/25/04	Long Dist. Serv. DPPS: 02/25/04-03/25/04	WF-6514	WR	475.14	475.14

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ACPA0405
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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
AT&T Wireless Service - Chicago	150038750	03/28/04	Cellular Phone Serv.: 02/27/04-03/26/04	WF-6514	WR	101.78	
AT&T Wireless Service - Chicago	150038750	04/28/04	Cellular Phone Serv.: 03/27/04-04/26/04	WF-6514	WR	367.86	469.64
Avalon Petroleum Company	446754	04/12/04	Gasoline	WF-6642	WR	1,624.00	
Avalon Petroleum Company	447823	04/28/04	Gasoline	WF-6642	WR	1,652.00	3,276.00
Bank One	311806002454	04/02/04	2 Yr. Virus Check Subscription	WF-6399	WR	732.68	
Bank One	311806002454	04/02/04	ISAWWA Conference: R. Martin, J. Salz	WF-6133	WR	913.15	
Bank One	311806002454	04/02/04	Commission Meeting Dinners	WF-6590	WR	446.83	
Bank One	311806002454	04/02/04	Computer Software	WF-6521	WR	399.00	
Bank One	311806002470	04/02/04	Replenish I-PASS: M-127481, M-134705	WF-6131	WR	80.00	2,571.66
Basic Chemical Solutions, LLC	SI4036484	04/28/04	Sodium Hypochlorite	WF-6613	WR	2,070.00	2,070.00
BTU Company, Inc.	110710	05/03/04	Humidifier Maintenance	WF-6622	WR	983.70	983.70
Camp Dresser & McKee Inc.	80172823/7	04/01/04	DPPS Power Supply Study: 02/22/04-03/27/04	WF-7912	DSR	23,150.00	23,150.00
CDW Government, Inc.	MV40564	04/29/04	Interface with DPC Civil Defence	WF-6951	WR	352.32	352.32
Chicago, City of: Dept. of Water	Ltr.	03/29/04	Electric Service: 02/02/04-03/02/04	WF-6611	WR	70,087.71	70,087.71
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	05/01/04	Water Supply: 04/01/04-04/30/04	WF-1910	WR	(599,439.82)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	05/01/04	Water Supply: 04/01/04-04/30/04	WF-6611	WR	2,997,199.08	2,397,759.26
Cintas First Aid & Safety	343215285	04/29/04	First Aid Supplies	WF-6622	WR	233.90	233.90
Clerk of the Court		05/04/04	Certified Copy of Dismissal Order: MS-13	WF-6259	WR	8.00	8.00
Cochrane Compressor Company	I-17441-0	03/30/04	Maintenance Supplies	WF-6622	WR	515.72	
Cochrane Compressor Company	I-18261-0	04/20/04	Maintenance Supplies	WF-6622	WR	569.22	
Cochrane Compressor Company	I-18261-1	04/26/04	Freight Charges on Maintenance Supplies	WF-6622	WR	13.09	1,098.03

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Commonwealth Edison	Various	04/05/04	Remote Opr.Valve: 03/06/04-04/03/04	WF-6612	WR	799.73	
Commonwealth Edison	Various	04/19/04	CP Station: 03/17/04-04/19/04	WF-6612	WR	146.36	
Commonwealth Edison	Various	04/26/04	Tank Site Serv: 03/29/04-04/26/04	WF-6612	WR	2,078.02	
Commonwealth Edison	Various	04/05/04	Meter Sta. Serv.: 03/09/04-04/05/04	WF-6612	WR	8,668.33	11,692.44
Constellation NewEnergy, Inc.	0297187001	04/29/04	DPPS Electric Service: 03/25/04-04/23/04	WF-6612	WR	102,800.70	102,800.70
CTE Engineers, Inc.	44140675.2000-2	04/19/04	Eng. Svcs - Reservoir Design: 01/31/04-02/27/04	WF-7912	DSR	20,963.27	20,963.27
Danka Office Imaging Company	400445947	04/30/04	Toshiba Digital Copier/Scanner	WF-6952	WR	14,477.83	14,477.83
Discount Tire Co. Inc.	8621554	04/23/04	Vehicle Maintenance: M-63636	WF-6641	WR	648.28	648.28
Downers Grove, Village of		04/22/04	Water Quality Loan - Draw #8	WF-1932	ST	500,000.00	500,000.00
Electro-Kinetics	126973	04/27/04	Office Supplies	WF-6521	WR	336.58	336.58
Englewood	Various	04/02/04	Meter Station Maintenance	WF-6633	WR	483.12	483.12
Excalibur Refreshment Concepts, Inc.	33781	04/12/04	Coffee	WF-6521	WR	141.85	141.85
Federal Express Corp.	1/723-93438	04/28/04	Messenger Service	WF-6532	WR	462.13	
Federal Express Corp.	1-722-05360	04/06/04	Messenger Service	WF-6532	WR	1,119.23	1,581.36
Flowserve FSD Corporation	M751645	04/19/04	Repair to Pump Seal - Pump #9	WF-6621	WR	2,152.86	2,152.86
Glenbard Electric Supply, Inc.	1039741-01	04/30/04	Maintenance Supplies	WF-6622	WR	34.32	34.32
Grainger	001-458491-6	04/08/04	Maintenance Supplies	WF-6622	WR	1,254.72	1,254.72
Graybar	901712298	04/27/04	SCADA/Instrumentation	WF-6624	WR	85.33	85.33
Greenberg Traurig	1198241	04/13/04	"C" Factor Retainer - March, 2004	WF-6253	WR	10,000.00	10,000.00

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Hewlett-Packard Company	35829771	04/27/04	3.06GHZ Compaq Exchange Server	WF-6951	WR	5,095.00	5,095.00
Holiday Inn Express	43	03/18/04	Admin. Exp. - Breakfast with Business Owners - TIB-1	WF-6590	WR	311.85	311.85
Holland & Knight		04/21/04	Legal Services: March 2004	WF-6251	WR	19,580.26	19,580.26
Home Depot	Various	04/10/04	Maintenance Supplies	WF-6622	WR	258.15	
Home Depot	Various	04/05/04	Pipeline Supplies	WF-6637	WR	87.48	345.63
HSQ Technology	6120	04/29/04	SCADA Support Service: 04/01/04-04/30/04	WF-6624	WR	450.00	450.00
Hughes, Michael		04/12/04	HSQ SCADA Training	WF-6132	WR	146.49	146.49
Illinois Environmental Protection Agency		05/04/04	Notice of Intent - TW-3	WF-7972	DSR	500.00	500.00
Illinois GFOA	122	04/15/04	Employment Ad: Financial Administrator	WF-6191	WR	200.00	200.00
Illinois Paper Company	275508-000	04/27/04	Office Supplies	WF-6521	WR	136.36	136.36
Illinois Public Risk Fund		04/06/04	Worker's Compensation - Audit - 12/15/02-12/15/03	WF-6415	WR	3,370.00	3,370.00
Illinois State Toll Highway Authority	A3233	04/23/04	ISTHA - Lease for Radio Transmitters	WF-6810	WR	500.00	500.00
Insight Public Sector	110039906	02/11/04	Adobe Acrobat Software	WF-6521	WR	134.00	134.00
J.U.L.I.E.	03-04-0432	04/01/04	Utility Locates: March 2004	WF-6634	WR	3,889.30	3,889.30
JM Process Systems, Inc.	50304 B	04/29/04	Pumping Operations Supplies	WF-6621	WR	109.24	109.24
Kingsbury, Inc.	1891	03/31/04	Pumping Operations Parts	WF-6621	WR	11,989.86	
Kingsbury, Inc.	1904	04/07/04	Pumping Operations Parts	WF-6621	WR	4,022.06	16,011.92

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Lab Safety Supply, Inc.	1004585543	04/09/04	Maintenance Supplies	WF-6622	WR	127.11	
Lab Safety Supply, Inc.	1004604652	04/14/04	Maintenance Supplies	WF-6622	WR	73.50	200.61
Lanac Technology	200404016	04/15/04	Payroll Software Maintenance	WF-6550	WR	437.50	437.50
Local Government Institute	8698	04/28/04	Employment Ad: Financial Administrator	WF-6191	WR	59.00	59.00
McMaster-Carr Supply Company	87457921	04/06/04	Pumping Operations Parts	WF-6621	WR	7.36	
McMaster-Carr Supply Company	88084809	04/15/04	Meter Station Maintenance	WF-6633	WR	112.24	
McMaster-Carr Supply Company	89004354	04/28/04	Pumping Operations Parts	WF-6621	WR	11.32	
McMaster-Carr Supply Company	89168171	04/30/04	Fiberglass Measuring Tape	WF-6634	WR	55.01	185.93
Medlin Communications, Inc.	S11142	04/30/04	Reprogram Telephones	WF-6550	WR	202.50	202.50
Mel's Ace Hardware	Various	03/29/04	Pipeline Supplies	WF-6637	WR	32.46	
Mel's Ace Hardware	Various	04/06/04	Locating Supplies	WF-6634	WR	52.86	
Mel's Ace Hardware	Various	04/15/04	Vehicle Maintenance	WF-6641	WR	27.66	
Mel's Ace Hardware	Various	04/29/04	Maintenance Supplies	WF-6622	WR	210.96	323.94
Menards - Hillside	Various	04/22/04	Maintenance Supplies	WF-6622	WR	74.20	74.20
Microwave Data Systems Inc.	8989166	03/31/04	SCADA/Instrumentation	WF-6624	WR	1,039.74	
Microwave Data Systems Inc.	8990311	04/29/04	Upgrade SCADA Radio	WF-6624	WR	5,580.42	6,620.16
MK Battery	387170	04/08/04	Meter Station Maintenance	WF-6633	WR	548.00	548.00
Naperville, City of	Various	04/21/04	Meter Sta. Electric: 03/11/04-04/12/04	WF-6612	WR	1,281.29	1,281.29
National Business Furniture	YQ8901-MHS	04/20/04	Telephone Stand	WF-6521	WR	268.95	268.95
National City Bank	802285001	04/16/04	Investment Safekeeping Fees: 03/01/04-03/31/04	WF-6233	WR	940.50	940.50
Network Technologies Group, LLC	20269	04/06/04	Corrosion Telemetry: 03/01/04-04/02/04	WF-6514	WR	43.20	43.20

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 02-Apr-04 TO 07-May-04

ACPA0405
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

05/13/04

- a - Subject to submission of all contractually required documentation.
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- d - WR - Water Revenue, ST - Sales Taxes, DSR - Released Debt Service Reserve Funds

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Nextel Communications	648652511	04/13/04	Cellular Phone Serv.: 03/09/04-04/08/04	WF-6514	WR	431.87	431.87
Oakfield Ford	371317	04/15/04	Vehicle Maintenance: M-63638	WF-6641	WR	176.79	176.79
Office TimeSavers	52691	03/24/04	US Zip/Area Code Directory	WF-6521	WR	17.95	17.95
Olive Grove Landscaping, Inc.	7461	04/30/04	Landscape Maint. Serv: April 2004	WF-6622	WR	4,242.50	4,242.50
Orr Safety	TSD0006719	04/02/04	Maintenance Supplies	WF-6622	WR	215.00	215.00
Par Group, The		04/05/04	Professional Srvcs for Recruitment & Selection of Fin. Admin.	WF-6389	WR	7,233.50	7,233.50
Primera	14825	04/07/04	Start Up New HVAC Computer System: 03/01/04-03/31/04	WF-6622	WR	1,230.00	1,230.00
Primus Electronics Corporation	625483	04/02/04	SCADA/Instrumentation	WF-6624	WR	1,092.57	1,092.57
Program Professional Service, Inc.	81765	04/25/04	Window Washing DPPS: April 2004	WF-6622	WR	464.00	464.00
Quill Corporation	Various	04/02/04	Office Supplies	WF-6521	WR	304.98	304.98
Randall Industries	57501	04/06/04	Lift Trailer Rental	WF-6625	WR	250.00	250.00
Rossi Contractors, Inc.	BOV-1	04/30/04	Cont. BOV-1: Partial Invoice No. 21	WF-6631	WR	399,776.22 (a)	
Rossi Contractors, Inc.	BOV-1	04/30/04	Cont. BOV-1: Partial Invoice No. 21	WF-3520	WR	(39,977.62) (a)	
Rossi Contractors, Inc.	BOV-1	04/30/04	Cont. BOV-1: Partial Invoice No. 21	WF-3530	WR	(1,500.00) (a)	358,298.60
Rossi Contractors, Inc.	TIB-1	04/23/04	Cont. TIB-1: Partial Invoice No. 1	WF-7500	DSR	138,655.97 (a)	
Rossi Contractors, Inc.	TIB-1	04/23/04	Cont. TIB-1: Partial Invoice No. 1	WF-3520	WR	(13,865.60) (a)	
Rossi Contractors, Inc.	TIB-1	04/23/04	Cont. TIB-1: Partial Invoice No. 1	WF-3530	WR	(900.00) (a)	123,890.37
Rossi Contractors, Inc.	TW-2	04/26/04	Cont. TW-2: Partial Invoice No. 35	WF-7500	DSR	49,114.96 (a)	
Rossi Contractors, Inc.	TW-2	04/26/04	Cont. TW-2: Partial Invoice No. 35	WF-3520	WR	(1,423.89) (a)	47,691.07

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 02-Apr-04 TO 07-May-04

ACPA0405
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Royal Graphics Printers	63474	04/15/04	Business Cards: R. Martin	WF-6521	WR	42.46	42.46
Royal Office Products	185692	04/14/04	Office Supplies	WF-6521	WR	104.99	104.99
SBC	6308940725	04/04/04	Tank Site #1: 04/05/04-05/03/04	WF-6514	WR	21.91	
SBC	6308340100	03/22/04	Service DPPS: 03/22/04-04/21/04	WF-6514	WR	558.94	
SBC	708Z096241	04/16/04	Backup Telemetry Serv: 04/16/04-05/15/04	WF-6514	WR	705.36	1,286.21
SBC Paging	2220004	04/01/04	Pager Service: 04/01/04-04/30/04	WF-6514	WR	98.59	
SBC Paging	2220004	05/01/04	Pager Service: 05/01/04-05/31/04	WF-6514	WR	98.59	197.18
Schori, John		04/29/04	HSQ SCADA Training	WF-6132	WR	127.01	127.01
Seeco Consultants, Inc.	11765	04/29/04	Material Testing - BOV-1: 03/16/04-04/15/04	WF-6389	WR	2,140.25 (a)	
Seeco Consultants, Inc.	11765	04/29/04	Material Testing - TIB-1: 03/16/04-04/15/04	WF-7962	DSR	6,499.50 (a)	8,639.75
Slowinski, Bernadette		04/27/04	Contract Secretarial Services: April 2004	WF-6395	WR	626.73	626.73
Sooper Lube	Various	04/23/04	Vehicle Maintenance	WF-6641	WR	147.25	147.25
Specialty Mat Service	Various	04/19/04	Floor Mat Service: April 2004	WF-6622	WR	175.20	175.20
SPI Energy Group		03/31/04	Generator Project: 03/01/04-03/30/04	WF-6389	WR	3,885.00	
SPI Energy Group		04/30/04	Generator Project: 03/31/04-04/29/04	WF-6389	WR	1,102.50	4,987.50
Stonkus Hydraulic, Inc.	G-040182	04/12/04	Pumping Operations Parts	WF-6621	WR	1,710.00	1,710.00
TelSpan	56977	03/31/04	TeleConferencing Charges: 03/01/04-03/31/04	WF-6514	WR	119.20	119.20
ThyssenKrupp Elevator Company	197041	05/01/04	Elevator Maintenance: 05/01/04-05/31/04	WF-6622	WR	218.42	218.42
Total Facility Maintenance, Inc.	114334	04/05/04	Janitorial Supplies	WF-6622	WR	359.40	
Total Facility Maintenance, Inc.	114420	05/01/04	DPPS Cleaning Services: May 2004	WF-6622	WR	1,925.83	2,285.23

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 02-Apr-04 TO 07-May-04

ACPA0405
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Treasurer, State of Illinois		04/21/04	TW-3 IEPA Permit	WF-7972	DSR	1,200.00	1,200.00
Tree Towns Repro Service	692472	04/01/04	South West Feeder Reprints	WF-6634	WR	15.00	
Tree Towns Repro Service	692552	04/20/04	Scanning Services	WF-6521	WR	445.00	460.00
Unique Travel Service	112996	04/29/04	Valve Test: TIB-1	WF-7913	DSR	582.20	582.20
United Radio Communications	10846700	04/13/04	Portable Radio Repairs	WF-6641	WR	228.17	228.17
USAutomation LLC	1033	01/26/04	Freight on Meter Station Supplies	WF-6633	WR	491.00	491.00
Verizon Wireless	504976418	04/08/04	Cellular Phone Serv.: 04/09/04-05/08/04	WF-6514	WR	42.47	
Verizon Wireless	505077564	04/11/04	Cellular Phone Serv.: 04/12/04-05/11/04	WF-6514	WR	30.70	73.17
Viking Office Products	Various	04/29/04	Office Supplies	WF-6521	WR	295.01	295.01
Waste Management North	0916200-2008-0	05/01/04	Refuse Disposal	WF-6622	WR	110.86	
Waste Management North	2070657-2008-9	05/01/04	Refuse Disposal	WF-6622	WR	290.00	400.86
West	806337794	04/01/04	Westlaw: 03/01/04-03/31/04	WF-6540	WR	243.95	243.95
Total Accounts Payable							4,115,474.48



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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

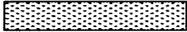
DATE: May 6, 2004

SUBJECT: Commission Schedule of Activities

Attached is a project schedule for Fiscal Year 2004-05. This schedule shows the major activities the Commission and staff will be undertaking. If you have any questions or comments, please contact me.

ID	Task Name	Duration	Start	Finish	2005											
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1	Administrative and Personnel Matters	261 days	Thu 2/12/04	Thu 2/10/05	[Summary bar]											
2	Financial Administration	261 days	Thu 2/12/04	Thu 2/10/05	[Summary bar]											
3	Hire Financial Administrator	67 days	Thu 2/12/04	Fri 5/14/04	[Task bar]											
4	Insurance Renewal	66 days	Mon 8/2/04	Mon 11/1/04	[Task bar]											
5	Five Year Capital Improvement Program	75 days	Fri 10/1/04	Thu 1/13/05	[Task bar]											
6	Budget	74 days	Mon 11/1/04	Thu 2/10/05	[Task bar]											
7	Human Resources Administration	188 days	Fri 5/14/04	Tue 2/1/05	[Summary bar]											
8	Hire Human Resources Administrator	35 days	Fri 5/14/04	Thu 7/1/04	[Task bar]											
9	Human Resource Compliance Audit	45 days	Thu 7/1/04	Wed 9/1/04	[Task bar]											
10	Pay and Classification Plan	44 days	Wed 9/1/04	Mon 11/1/04	[Task bar]											
11	Job Descriptions	67 days	Mon 11/1/04	Tue 2/1/05	[Task bar]											
12	GIS/EDMS/CMMS Project	255 days	Mon 2/2/04	Fri 1/21/05	[Summary bar]											
13	GPS Data Collection	175 days	Mon 2/2/04	Fri 10/1/04	[Task bar]											
14	Select Consulting Firm	1 day	Thu 6/10/04	Thu 6/10/04	[Task bar]											
15	Needs Assessment	40 days	Mon 6/14/04	Fri 8/6/04	[Task bar]											
16	Hire Staff	30 days	Tue 7/20/04	Mon 8/30/04	[Task bar]											
17	Systems Implementation	120 days	Mon 8/9/04	Fri 1/21/05	[Task bar]											
18	Information Systems Projects	161 days	Mon 6/7/04	Mon 1/17/05	[Summary bar]											
19	DPPS Telephone System Upgrade	30 days	Thu 7/1/04	Wed 8/11/04	[Task bar]											
20	SCADA System Upgrade	10 days	Mon 6/7/04	Fri 6/18/04	[Task bar]											
21	Back-Up Telemetry System Upgrade	70 days	Wed 9/1/04	Tue 12/7/04	[Task bar]											
22	Pump Vibration Monitoring System Upgrade	55 days	Tue 11/2/04	Mon 1/17/05	[Task bar]											
23	Facilities Construction Projects	886 days	Mon 3/22/04	Fri 8/10/07	[Summary bar]											
24	Pipe Storage Facility	251 days	Fri 5/14/04	Fri 4/29/05	[Summary bar]											
25	Design/Bidding	85 days	Fri 5/14/04	Thu 9/9/04	[Task bar]											
26	Construction	166 days	Fri 9/10/04	Fri 4/29/05	[Task bar]											
27	PSD-6 30 MG Reservoir & Storage Facility	758 days	Mon 3/22/04	Tue 2/13/07	[Summary bar]											
28	Design/Bidding	234 days	Mon 3/22/04	Thu 2/10/05	[Task bar]											
29	Construction	524 days	Fri 2/11/05	Tue 2/13/07	[Task bar]											
30	PSD-7 Engine Generator Facility and Vehicle Storage Building	847 days	Fri 5/14/04	Fri 8/10/07	[Summary bar]											
31	Design/Bidding	195 days	Fri 5/14/04	Thu 2/10/05	[Task bar]											
32	Construction	652 days	Fri 2/11/05	Fri 8/10/07	[Task bar]											
33	SS-4 Standpipe #4 Pump Station	392 days	Wed 5/4/05	Wed 11/1/06	[Summary bar]											
34	Design/Bidding	131 days	Wed 5/4/05	Tue 11/1/05	[Task bar]											

Project: FY04-05 Executive Schedule for May 2004
Date: Thu 5/6/04

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

ID	Task Name	Duration	Start	Finish	2005											
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
35	Construction	262 days	Tue 11/1/05	Wed 11/1/06												
36	Pipeline Construction Projects	654 days	Thu 6/12/03	Mon 12/12/05												
37	TIB-1/03 Inner Belt Transmission Main	430 days	Wed 1/7/04	Mon 8/29/05												
38	Construction	430 days	Wed 1/7/04	Mon 8/29/05												
39	TW-2 West Transmission Main	17 days	Mon 5/10/04	Tue 6/1/04												
40	Place in Operation	17 days	Mon 5/10/04	Tue 6/1/04												
41	TW-3 West Transmission Main	654 days	Thu 6/12/03	Mon 12/12/05												
42	Phase I - Stearns Rd./S. Bartlett Rd. to County Farm Rd.	348 days	Thu 6/12/03	Mon 10/11/04												
43	Design/Bidding	281 days	Thu 6/12/03	Thu 7/8/04												
44	Construction	67 days	Fri 7/9/04	Mon 10/11/04												
45	Phase II - Fair Oaks Rd./St. Charles to Army Trail Rd.	392 days	Thu 6/12/03	Fri 12/10/04												
46	Design/Bidding	326 days	Thu 6/12/03	Thu 9/9/04												
47	Construction	66 days	Fri 9/10/04	Fri 12/10/04												
48	Phase III - Balance of Project	654 days	Thu 6/12/03	Mon 12/12/05												
49	Design/Bidding	391 days	Thu 6/12/03	Thu 12/9/04												
50	Construction	263 days	Fri 12/10/04	Mon 12/12/05												
51	RTU Installations - New Construction	415 days	Mon 5/3/04	Thu 12/1/05												
52	TW-1 ROV 15D (Phase II)	5 days	Mon 5/3/04	Fri 5/7/04												
53	TSW-3 ROV 29A	5 days	Tue 6/1/04	Mon 6/7/04												
54	TIB-1 ROV 10D	5 days	Fri 10/1/04	Thu 10/7/04												
55	TW-3 Phase III ROV27A	23 days	Tue 11/1/05	Thu 12/1/05												
56	BOV-1 Blow-Off Valve Rehabilitation	160 days	Mon 5/3/04	Fri 12/10/04												
57	Valve Rehabilitation	100 days	Mon 5/3/04	Fri 9/17/04												
58	90° Transmission Main Valve Rehabilitation	132 days	Thu 6/10/04	Fri 12/10/04												
59	Meter Testing	260 days	Mon 5/3/04	Fri 4/29/05												
60	Meter Test Bench Modifications	65 days	Mon 5/3/04	Fri 7/30/04												
61	Meter Testing Program	195 days	Mon 8/2/04	Fri 4/29/05												
62	Meter Station Preventative Maintenance (PM) Program	260 days	Mon 5/3/04	Fri 4/29/05												
63	Data Gathering	43 days	Mon 5/3/04	Wed 6/30/04												
64	Implement PM Program	217 days	Thu 7/1/04	Fri 4/29/05												
65	Pipeline Preventative Maintenance (PM) Program	260 days	Mon 5/3/04	Fri 4/29/05												
66	Data Gathering	43 days	Mon 5/3/04	Wed 6/30/04												
67	Implement PM Program	217 days	Thu 7/1/04	Fri 4/29/05												

Project: FY04-05 Executive Schedule for May 2004
Date: Thu 5/6/04

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	