



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED OCTOBER 2004 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 10:00 A.M. ON THURSDAY, OCTOBER 14, 2004, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED OCTOBER 2004 REGULAR MEETING IS AS FOLLOWS:

AGENDA

DUPAGE WATER COMMISSION
THURSDAY, OCTOBER 14, 2004
10:00 A.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 September 9, 2004

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

RECOMMENDED MOTION: To approve the Minutes of the September 9, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session Minutes of September 9, 2004

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

RECOMMENDED MOTION: To approve the Executive Session Minutes of the September 9, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).

IV. Treasurer's Report – September 2004

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

RECOMMENDED MOTION: To accept the September 2004 Treasurer's Report (Voice Vote).

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

V. Committee Reports

A. Administration Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 10/14/04 Administration Committee Agenda

B. Engineering & Construction Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 10/14/04 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 10/14/04 Meeting
2. Actions on Items Listed on 10/14/04 Finance Committee Agenda

- Insurance Renewals

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

RECOMMENDED MOTION: To purchase property and liability insurance coverage in accordance with the XXXXXXX, 2004, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., for a total premium of \$XXXXXXX, and to authorize the General Manager to bind up to \$XX million in umbrella coverage from either XXXXXXX or another carrier as determined by the General Manager to be most favorable to the interests of the Commission (Roll Call).

- Fixed Asset Consulting Services

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

RECOMMENDED MOTION: To accept the October 6, 2004, Fixed Asset Consulting Services Proposal prepared by Government Fixed Asset Services, Inc., for a cost not-to-exceed \$9,000.00 (Roll Call).

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-57-04: A Resolution Establishing the Mission Statement for the DuPage Water Commission

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

B. Resolution No. R-58-04: A Resolution Releasing Certain C-Factor Executive Session Meeting Minutes

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

C. Resolution No. R-59-04: A Resolution Supporting Existing Withdrawal Language in the Proposed Annex 2001 Regulations.

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

D. Resolution No. R-61-04: A Resolution Approving and Authorizing the Execution of the City of Chicago Intergovernmental Agreement for the Donation of Certain Equipment

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

E. Resolution No. R-64-04: A Resolution Approving and Authorizing the Execution of a Site Improvement Agreement between the DuPage Water Commission and Kinander Enterprises, LLC Regarding Driveway, Drainage, and Other Improvements for Tank Site No. 1 and Adjoining Property

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

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

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

A. Resolution No. R-54-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the October 14, 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)

B. Resolution No. R-55-04: A Resolution Approving and Authorizing the Execution of the Tyler Technologies, Inc.—Incode Division (Interactive Computer Designs, Inc.) System Agreement for Financial Application Software and Associated Services

(Concurrence of a Majority of the Appointed Commissioners—7—or 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5, whichever is greater)

C. Resolution No. R-56-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation—Plainfield Road

(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 No. R-60-04: A Resolution Approving a First Amendment to Task Order No. 20 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.

(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 No. R-63-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the October 14, 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)

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

IX. Old Business

- A. Summary of Action Taken Since Previous Meeting

- B. Contract TW-3

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

RECOMMENDED MOTION: To terminate the design and plan for the Contract TW-3 capital improvement project (Voice Vote).

X. New Business

- A. Ordinance No. O-18-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation)

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

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

RECOMMENDED MOTION: To suspend the first reading requirements of the Commission’s By-Laws and adopt Ordinance No. O-18-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation) (Roll Call).

- B. Purchase Order No. 8437 (designing, furnishing, and installing an Upgraded Meter Test Bench PLC, including Automated Report Generation Operation, at the Commission’s Meter Shop facility)

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

RECOMMENDED MOTION: To approve Purchase Order No. 8437 in the amount of \$XXXXXXX to XXXXXXXXXXXXXXXX (Roll Call).

XI. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$5,908,929.40 subject to submission of all contractually required documentation (Roll Call).

XII. Public Comments

XIII. Executive Session

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

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

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

XIV. Contract TIB-1/03

- A. Resolution No. R-62-04: A Resolution Approving Change Order No. 7 to Contract TIB-1/03 at the October 14, 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)

RECOMMENDED MOTION: To adopt Resolution No. R-62-04: A Resolution Approving Change Order No. 7 to Contract TIB-1/03 at the October 14, 2004, DuPage Water Commission Meeting (Roll Call).

- B. Utility Relocation Expenses

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

RECOMMENDED MOTION: To approve a Cash Deposit in the amount of \$XXXXXXX under an Interim Agreement with BP Pipelines (North America) Inc. approved pursuant to Resolution No. R-11-04 (Roll Call).

XV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, SEPTEMBER 9, 2004
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 10:10 A.M.

Commissioners in attendance: R. Benson, E. Chaplin, T. Feltes, L. Hartwig, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox (late arrival), D. Zeilenga (late arrival), and M. Vondra

Commissioners absent: R. Ferraro, G. Mathews, and W. Mueller

Also in attendance: Treasurer R. Thorn, R. Martin, C. Pattelli, M. Crowley, C. Johnson, W. Green (Alvord, Burdick & Howson) and R. Shea (Alvord, Burdick & Howson)

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Benson moved to approve the Minutes of the August 12, 2004 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Executive Session Minutes of the August 12, 2004 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Benson and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioners Wilcox and Zeilenga arrived at 10:12 A.M.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report. The Treasurer's Report for the month of August 2004 showed receipts of \$7,334,478.75, disbursements of \$5,921,012.66, and a cash and investment balance of \$168,934,350.62.

Commissioner Murphy moved to accept the August 2004 Treasurer's Report. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Hartwig

Commissioner Hartwig reported the Administration Committee discussed the draft Mission Statement that was included in the General Manager's memorandum dated August 20, 2004, and directed staff to prepare a resolution adopting the statement with introductory text added to identify the Commission.

Commissioner Hartwig further reported that the Committee discussed the Board's July 8th motion prohibiting electronic participation in Commission meetings and the Committee was recommending, and directed staff to prepare an ordinance, allowing electronic participation without restriction except for a requirement that a quorum be physically present at regular meetings. Commissioner Hartwig noted that the Committee's recommendation and direction to staff was conditioned upon Commissioner Mueller's concurrence and revisiting the policy if abused.

Commissioner Hartwig concluded his report by noting the Committee requested the General Manager meet periodically with the Managers/Administrators of Commission customers and DuPage County, in addition to periodically meeting with the water operators of Commission customers. As suggested by Commissioner Chaplin, Chairman Vondra directed the Administration Committee to consider at its next meeting means of fostering customer cooperation or collaboration in well maintenance.

Engineering Committee – Report by Commissioner Wilcox

The Engineering Committee did not have a quorum.

Commissioner Wilcox reported that Commissioners Wilcox and Benson discussed the electrical generation project, the need for a generator at the Lexington Pump Station, and the need for a report on the existing reliability of electrical service at all points of critical infrastructure: The DuPage Pump Station, the Lexington Pump Station, the Commission's remotely-operated valves, and customer points of connection and well sites. Commissioner Wilcox also suggested that the relocation of the South Transmission Main along Plainfield Road, east of Clarendon Hills Drive, in the City of Darien be separately bid instead of utilizing one of the stand-by competitively bid quick response contractors.

Commissioner Wilcox moved to bid the relocation of the South Transmission Main along Plainfield Road, east of Clarendon Hills Drive, in the City of Darien. Seconded by Commission Benson and approved by a Roll Call Vote:

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

Nays: None

Minutes of the 9/9/04 Meeting

Abstain: M. Vondra

Absent: R. Ferraro, G. Mathews, and W. Mueller.

Finance Committee – Report by Commissioner Poole

Commissioner Poole reported the Finance Committee reviewed the August financial statements and the Accounts Payable and recommended their approval except for the payment to BP Pipelines (North America) Inc.

Commissioner Poole also reported that the Finance Committee recommended approval of Resolution No. R-53-04: A Resolution Authorizing the Execution of a MBNA America (Delaware), N.A. Commercial Credit Agreement for a *Platinum Plus® for Business* MasterCard® Credit Card and Resolution No. R-48-04: A Resolution Amending Investment Regulations. It was noted that staff would be notifying all financial institutions participating in the Local Investment Program of the investment regulation changes and Commissioner Benson requested that Itasca Bank be notified as well.

Commissioner Poole concluded his report by noting the Finance Committee would be meeting to review the 15-year cash-flow analysis sometime within the next month and Financial Administrator Pattelli was directed to set up the meeting.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

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

Nays: None

Absent: R. Ferraro, G. Mathews, and W. Mueller.

Item 2: Resolution R-47-04: A Resolution Authorizing the Disposal of Certain Personal Property Owned by the DuPage Water Commission—"Majority Omnibus Vote"

Item 3: Resolution R-48-04: A Resolution Amending Investment Regulations—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

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

Nays: None

Absent: R. Ferraro, G. Mathews, and W. Mueller

Item 1: Resolution R-49-04: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-6/02 at the September 9, 2004 DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution R-50-04: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Electrical Contract QRE-1/02 at the September 9, 2004, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 3: Resolution R-51-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the September 9, 2004, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 4: Resolution R-53-04: A Resolution Authorizing the Execution of a MBNA America (Delaware), N.A. Commercial Credit Agreement for a *Platinum Plus®* for Business MasterCard® Credit Card—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

First Reading of Ordinance No. O-17-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Prohibiting Electronic Meeting Participation) failed for lack of an approving motion.

NEW BUSINESS

Resolution No. R-52-04: A Resolution Approving Work Authorization Order No. 013 under Quick Response Contract QR-6/02 at the September 9, 2004, DuPage Water Commission Meeting failed for lack of an approving motion.

ACCOUNTS PAYABLE

Commissioner Benson moved to approve the revised Accounts Payable, except for the payment to BP Pipelines (North America) Inc., in the further revised amount of \$6,379,220.03, subject to submission of all contractually required documentation. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: R. Ferraro, G. Mathews, and W. Mueller

PUBLIC COMMENTS

None

EXECUTIVE SESSION

Commissioner Murphy moved to go into Executive Session to discuss pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11). Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: R. Ferraro, G. Mathews, and W. Mueller

The Commission went into Executive Session at 10:45 A.M.

Commissioner Wilcox moved to come out of Executive Session at 11:40 A.M. Seconded by Commissioner Murphy and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Zeilenga moved, in light of the excellent cooperation the Commission has been receiving from the City of Chicago Water Department, to discontinue all legal services concerning the C-Factor litigation, to release, upon adoption of an appropriate resolution, minutes of the closed session meetings concerning the C-Factor litigation matter that no longer require confidential treatment, and to continue to address the decreased C-Factors in the Commission's pipelines in a cooperative manner with the City of Chicago. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Minutes of the 9/9/04 Meeting

Commissioner Murphy moved to adjourn the meeting at 11:45 A.M. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Board/Minutes/Commission/Rcm0409.doc

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

REVENUE	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	145,211,098.56	(145,211,098.56)	0.00	145,211,098.56	(145,211,098.56)
WATER SALES	5,197,910.56	4,335,913.23	861,997.33	21,662,837.21	23,029,414.03	(1,366,576.82)
SALES TAXES	2,856,284.93	2,814,856.88	41,428.05	13,525,962.54	13,044,483.88	481,478.66
INVESTMENT INCOME (NOTE 1)	127,070.82	243,844.24	(116,773.42)	426,741.31	1,773,338.23	(1,346,596.92)
OTHER INCOME	1,503.47	74,306.34	(72,802.87)	108,896.72	178,094.21	(69,197.49)
TOTAL REVENUE	8,182,769.78	152,680,019.25	(144,497,249.47)	35,724,437.78	183,236,428.91	(147,511,991.13)
EXPENSES						
PERSONAL SERVICES	218,710.92	281,313.93	(62,603.01)	1,127,251.88	2,484,294.06	(1,357,042.18)
PROFESSIONAL SERVICES	23,732.50	25,790.96	(2,058.46)	126,288.07	183,214.30	(56,926.23)
CONTRACTUAL SERVICES	30,797.76	20,410.69	10,387.07	215,280.15	205,795.01	9,485.14
INSURANCE	13,814.00	118,002.00	(104,188.00)	27,630.00	275,787.00	(248,157.00)
ADMINISTRATIVE COSTS	16,441.25	5,691.71	10,749.54	53,903.38	41,535.75	12,367.63
WATER SUPPLY COSTS	4,152,268.40	3,786,368.01	365,900.39	17,602,820.11	17,645,753.28	(42,933.17)
BOND PRINCIPAL & INTEREST	1,931,075.00	153,928,094.35	(151,995,019.35)	16,223,953.78	167,645,071.10	(151,421,117.32)
LAND AND RIGHT OF WAY	0.00	0.00	0.00	500.00	2,995.00	(2,495.00)
CAPITAL OUTLAY	5,237.00	0.00	5,237.00	75,525.44	6,452.31	69,073.13
TOTAL OPERATING EXPENSES	6,392,076.83	158,163,671.65	(151,771,594.82)	35,453,152.81	188,490,897.81	(153,037,745.00)
CONSTRUCTION EXPENDITURES	2,909,199.86	103,630.92	2,805,568.94	6,886,647.98	1,343,887.96	5,542,760.02
TRANSFERS TO OTHER GOVERNMENTS	250,000.00	0.00	250,000.00	16,050,000.00	15,250,000.00	800,000.00
TOTAL EXPENSES	9,551,276.69	158,267,302.57	(148,716,025.88)	58,389,800.79	205,084,785.77	(146,694,984.98)
NET FUND TRANSACTIONS	(1,368,506.91)	(5,587,283.32)	4,218,776.41	(22,665,363.01)	(21,848,356.86)	(817,006.15)
BEGINNING BALANCE				190,231,206.72	203,356,754.24	(13,125,547.52)
ENDING BALANCE				167,565,843.71	181,508,397.38	(13,942,553.67)
FUNDS CONSIST OF:						
				September 30, 2004	September 30, 2003	INCR. - (DECR.)
PETTY CASH				800.00	500.00	300.00
CASH AT BANK ONE				4,974.60	12,676.91	(7,702.31)
CASH AT OAK BROOK BANK LOCK BOX				841,397.59	1,000.00	840,397.59
CASH AT VILLA PARK TRUST & SAVINGS				2,766.02	1,167.67	1,598.35
TOTAL CASH			% CHANGE	849,938.21	15,344.58	834,593.63
ILLINOIS FUNDS MONEY MARKET	15.4%	14.4%	-13.8%	25,671,644.27	29,765,127.45	(4,093,483.18)
ILLINOIS FUNDS PRIME FUND	33.7%	9.0%	237.1%	56,230,937.07	16,680,074.65	39,550,862.42
GOVERNMENT MONEY MARKET FUNDS	0.0%	0.0%	-47.9%	25,526.73	48,991.45	(23,464.72)
U. S. TREASURY INVESTMENTS	10.3%	35.7%	-61.6%	17,163,441.18	44,727,692.11	(27,564,250.93)
U. S. AGENCY INVESTMENTS	24.7%	27.4%	-37.0%	41,124,356.25	65,271,167.14	(24,146,810.89)
CERTIFICATES OF DEPOSIT	15.9%	13.5%	6.0%	26,500,000.00	25,000,000.00	1,500,000.00
TOTAL INVESTMENTS	100.0%	100.0%	-8.1%	166,715,905.50	181,493,052.80	(14,777,147.30)
TOTAL FUNDS				167,565,843.71	181,508,397.38	(13,942,553.67)

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT General Manager's Office
ITEM A Resolution Establishing the Mission Statement for the DuPage Water Commission Resolution No. R-57-04	APPROVAL 
<p>Account Number: N/A</p> <p>Commissioner Chaplin suggested the Commission establish a general, overall organizational mission statement. Development of a mission statement can help to clarify goals and objectives and align decision-making with established goals and objectives. After considering several drafts, the Administration Committee recommended that the mission statement for the Commission be established as follows:</p> <p style="padding-left: 40px;">“The mission of the DuPage Water Commission is to provide reliable, quality, responsive, and cost-efficient Lake Michigan water service for existing and future customers as required by, or pursuant to, state statutes.”</p> <p>Resolution No. R-57-04 would adopt the mission statement as recommended by the Administration Committee.</p>	
<p>MOTION: To approve Resolution No. R-57-04.</p>	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-57-04

A RESOLUTION ESTABLISHING THE MISSION STATEMENT
FOR THE DUPAGE WATER COMMISSION

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

SECTION ONE: Mission Statement. The general, overall organizational Mission Statement for the DuPage Water Commission shall be as follows:

“The mission of the DuPage Water Commission is to provide reliable, quality, responsive, and cost-efficient Lake Michigan water service for existing and future customers as required by, or pursuant to, state statutes.”

SECTION TWO: 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

DATE: October 7, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Releasing Certain C-Factor Executive Session Meeting Minutes Resolution No. R-58-04	APPROVAL	
<p>In light of the excellent cooperation the Commission has been receiving from the City of Chicago Water Department, the Board decided to discontinue all legal services concerning the C-Factor litigation matter pursuant to motion duly adopted on September 9, 2004. As a result, the minutes from the closed meetings of March 9, 2000, April 13, 2000, January 11, 2001, February 8, 2001, May 10, 2001, February 14, 2002, March 14, 2002, September 12, 2002, November 14, 2002, December 12, 2002, February 13, 2003, March 12, 2003, April 10, 2003, May 7, 2003, June 12, 2003, Second Session, and September 11, 2003, Second Session, may be released to the public as they no longer require confidential treatment. Resolution No. R-58-04 would operate to release the minutes, but not the audio recordings, if any, of those closed session meetings.</p>			
MOTION: To approve Resolution No. R-58-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-58-04

**A RESOLUTION RELEASING CERTAIN
C-FACTOR EXECUTIVE SESSION MEETING MINUTES**

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the “Act”), and, specifically, litigation concerning the decreased C-Factors in the Commission’s pipelines; and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions and, from and after January 1, 2004, audio recordings of all such closed sessions; and

WHEREAS, on September 9, 2004, the Board of Commissioners of the DuPage Water Commission decided to discontinue all legal services concerning the C-Factor litigation matter in light of the excellent cooperation the Commission has been receiving from the City of Chicago Water Department; and

WHEREAS, on October 14, 2004, the Board of Commissioners of the DuPage Water Commission met to review the minutes of the closed session meetings concerning the C-Factor litigation matter set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof and determined that the minutes of those closed session meetings no longer require confidential treatment and should be made available for public inspection;

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

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Release. The minutes, but not the audio recordings, of the closed session meetings set forth in Schedule A attached hereto shall be and they hereby are released.

SECTION THREE: Inspection and Copying. The Clerk shall be and hereby is authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the DuPage Water Commission.

SECTION FOUR: 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

SCHEDULE A

March 9, 2000

April 13, 2000

January 11, 2001

February 8, 2001

May 10, 2001

February 14, 2002

March 14, 2002

September 12, 2002

November 14, 2002

December 12, 2002

February 13, 2003

March 12, 2003

April 10, 2003

May 7, 2003

June 12, 2003 Second Session

September 11, 2003 Second Session

DATE: October 7, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Supporting Existing Withdrawal Language in the Proposed Annex 2001 Regulations Resolution No. R-59-04	APPROVAL	
Account Number: N/A			
<p>Ed Glaffelter, Executive Director of the Central Lake County JAWA, Chair of the Illinois Section AWWA Water Utility Council, and AWWA member of the Council of Great Lakes Governors Advisory Council, requested that all Illinois Lake Michigan Water Utilities adopt a resolution in substantially the same form as Resolution No. R-59-04. If adopted, Resolution No. R-59-04 would show the Commission's support for the State of Illinois position that proposed regulations under Annex 2001, a compact between the eight Great Lake States to regulate new or increased withdrawals of water from the Great Lakes, must recognize the jurisdiction of the U.S. Supreme Court with respect to Illinois withdrawals from Lake Michigan.</p>			
MOTION: To approve Resolution No. R-59-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-59-04

A RESOLUTION SUPPORTING
EXISTING WITHDRAWAL LANGUAGE IN THE
PROPOSED ANNEX 2001 REGULATIONS

WHEREAS, Lake Michigan is a one of five interconnected lakes known as the Great Lakes; and

WHEREAS, the Council of Great Lakes Governors has proposed a compact between the eight Great Lake States to regulate new or increased withdrawals of water from the Great Lakes in order that this important natural resource be used in a responsible and sustainable way; and

WHEREAS, the DuPage Water Commission, Illinois, utilizes water withdrawn from Lake Michigan for the public health, domestic, commercial and industrial needs of its customers; and

WHEREAS, the withdrawal of Lake Michigan water by entities within the State of Illinois has been the subject of lengthy and complex litigation; and

WHEREAS, that litigation culminated in the approval of a consent decree by the U.S. Supreme Court in the case of *Wisconsin et al. v. Illinois et al.*, to which all of the proposed compact States are parties; and

WHEREAS, the provisions of the consent decree placed a limit on the withdrawal of Lake Michigan water by the State of Illinois and established accountability and conservation requirements; and

WHEREAS, the use of Lake Michigan water by the State of Illinois under the consent decree terms is an existing use;

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

SECTION ONE: The DuPage Water Commission supports the Council of Great Lakes Governors in the objectives they seek to achieve through the proposed compact.

SECTION TWO: The proposed language in Section 3.10 regarding withdrawal by Illinois must be retained in the final compact in recognition of the existing nature of the use and continuing jurisdiction of the U.S. Supreme Court over the aforementioned consent decree.

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

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving and Authorizing the Execution of the City of Chicago Intergovernmental Agreement for the Donation of Certain Equipment</p> <p>Resolution No. R-61-04</p>	APPROVAL 	

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. The Chicago Department of Water Management (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.

In conjunction with the CDWM's work, the Commission is developing 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. To ensure accuracy of the test results, the Commission needs to include lead service lines services similar to those used by its customers. Resolution No. R-61-04 would approve and authorize the execution of an Intergovernmental Agreement for the donation of lead service lines from the City of Chicago, the only local municipality that holds on to its lead service lines when retired from service.

It is important to note, however, that under the agreement the Commission will be obligated to release, hold harmless and indemnify the City from and against any claim arising out of, claimed on account of, or *in any manner predicated upon* the Commission's ownership, use, operation or possession of the lead pipe services from the City of Chicago. Thus, any information derived from the testing of the lead service lines cannot be used to form the basis of a complaint against the City of Chicago.

MOTION: To approve Resolution No. R-61-04.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-61-04

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE CITY OF CHICAGO INTERGOVERNMENTAL
AGREEMENT FOR THE DONATION OF CERTAIN EQUIPMENT**

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 is developing 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, to ensure accuracy of the test results, the Commission needs to include lead service lines similar to those used by its customers; and

WHEREAS, the Commission desires to obtain lead service lines from the City of Chicago, the only local municipality that holds on to its lead service lines when they are removed from service;

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: The Intergovernmental Agreement attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and it

Resolution No. R-61-04

hereby is approved (the "Agreement"), and the General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Agreement.

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

Board/Resolutions/R-61-04.doc

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT
Donation of Equipment

This Intergovernmental Agreement (this "Agreement") is made and entered into as of _____, 2004 (the "Effective Date") by and between the City of Chicago, an Illinois municipal corporation (the "City") and the DuPage Water Commission, an Illinois municipal corporation ("DWC"). The City and DWC are sometimes referred to herein each as a "Party" and collectively as the "Parties."

The City and DWC agree as follows:

1. The City agrees to transfer ownership of the pipes identified in Exhibit A attached hereto (the "Equipment") at no cost to DWC upon fulfillment of the conditions for transfer stated in this Agreement. DWC agrees to use the equipment to conduct pipe loop testing as set forth in Exhibit B attached hereto.

2. DWC agrees to inspect the Equipment prior to accepting it. If DWC accepts the Equipment, DWC accepts the equipment in "AS-IS" condition. The Equipment is provided without any warranty whatsoever either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

3. After DWC takes possession of the Equipment, and in consideration of the donation of the Equipment, DWC agrees:

3.1. to voluntarily, willingly and knowingly ASSUME ANY AND ALL RISKS, known and unknown, in any way associated with the ownership, use, operation or possession of the Equipment;

3.2. to RELEASE, INDEMNIFY, AND HOLD HARMLESS the City, its officials and employees, from and against any claims, demands, actions, liens, rights, subrogated or contribution interest, debts, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon DWC's ownership, use, operation or possession of the Equipment;

3.3. that DWC will never institute, prosecute or in any way aid in the institution or prosecution of any demand, claim or suit against the City for any destruction, loss, or damage to DWC's property or property under DWC's control incurred in connection with DWC's ownership, use, operation or possession of the Equipment;

3.4. that DWC will never institute, prosecute or in any way aid in the institution or prosecution of any demand, claim or suit against the City for any destruction, loss, or damage to DWC's property or property under DWC's control which may use any information acquired in connection with the operation or use of the Equipment by DWC or DWC's employees, agents, contractors or successors in interest; and

3.5. that it is required to and shall comply with the provisions of Chapter 2-56 and 2-156 of the Municipal Code of Chicago (the "Municipal Code"). Pursuant to Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. The term "business relationship" is defined as set forth in Section 2-156-080 of the Municipal Code.

4. Authority. Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council of the City on _____ and published at pages _____-_____ of the Journal of Proceedings of the City Council of that date. Execution of this Agreement by DWC is authorized by Resolution No. R-61-04 adopted by the Board of Commissioners of the DuPage Water Commission on October 14, 2004. Each Party represents and warrants to the other Party that it has the authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

5. Term. The Term of the Agreement shall commence on the date of its execution and shall expire upon completion of the Parties' compliance with their respective obligations hereunder or terminate according to its own terms, whichever occurs first.

6. No Personal Liability. No elected or appointed official or member or employee or agent of the City or DWC shall be individually or personally liable in connection with this Agreement because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Agreement.

7. Provisions.

7.1. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other Party.

7.2. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

7.3. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

7.4. Interpretation.

(a) General.

(i) All references in this Agreement to the preamble, sections or exhibits, unless otherwise expressed or indicated, are to the preamble, background recitals, sections or exhibits of this Agreement.

(ii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(iii) Any headings preceding the text of the Sections of this Agreement and any table of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(iv) As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

(v) All references to a number of days mean calendar days, unless expressly indicated otherwise.

(b) Incorporation. The preamble and the following attached exhibits are made a part of this Agreement and shall be construed to the same extent as if the same had been set forth verbatim in this Agreement:

Exhibit A	Equipment
Exhibit B	Use of Equipment

(c) Integration. This Agreement constitutes the entire agreement between the City and DWC, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

7.5. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by all the Parties hereto; *provided, however,* that all references in this Agreement to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

7.6. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement shall be a waiver of any continuing or succeeding breach of

the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case shall, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

7.7. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier or (c) registered or certified first class mail, return receipt requested.

To the City: Commissioner
 Department of Water Management
 City of Chicago
 Jardine Water Purification Plant
 1000 East Ohio Street
 Chicago, Illinois 60611

With a copy to: City of Chicago
 Department of Law
 Attention: Finance and Economic Development
 Division
 City Hall, Room 600
 121 N. LaSalle Street
 Chicago, Illinois 60602

To DWC: General Manager
 DuPage Water Commission
 600 East Butterfield Road
 Elmhurst, Illinois 60126

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received 3 business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

7.8. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by

any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

7.9. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

7.10. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the consummation of the transactions contemplated hereby.

7.11. Time. Time is of the essence in the performance of this Agreement.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, ILLINOIS, by and through its
Department of Water Management

By: _____
Richard A. Rice
Commissioner

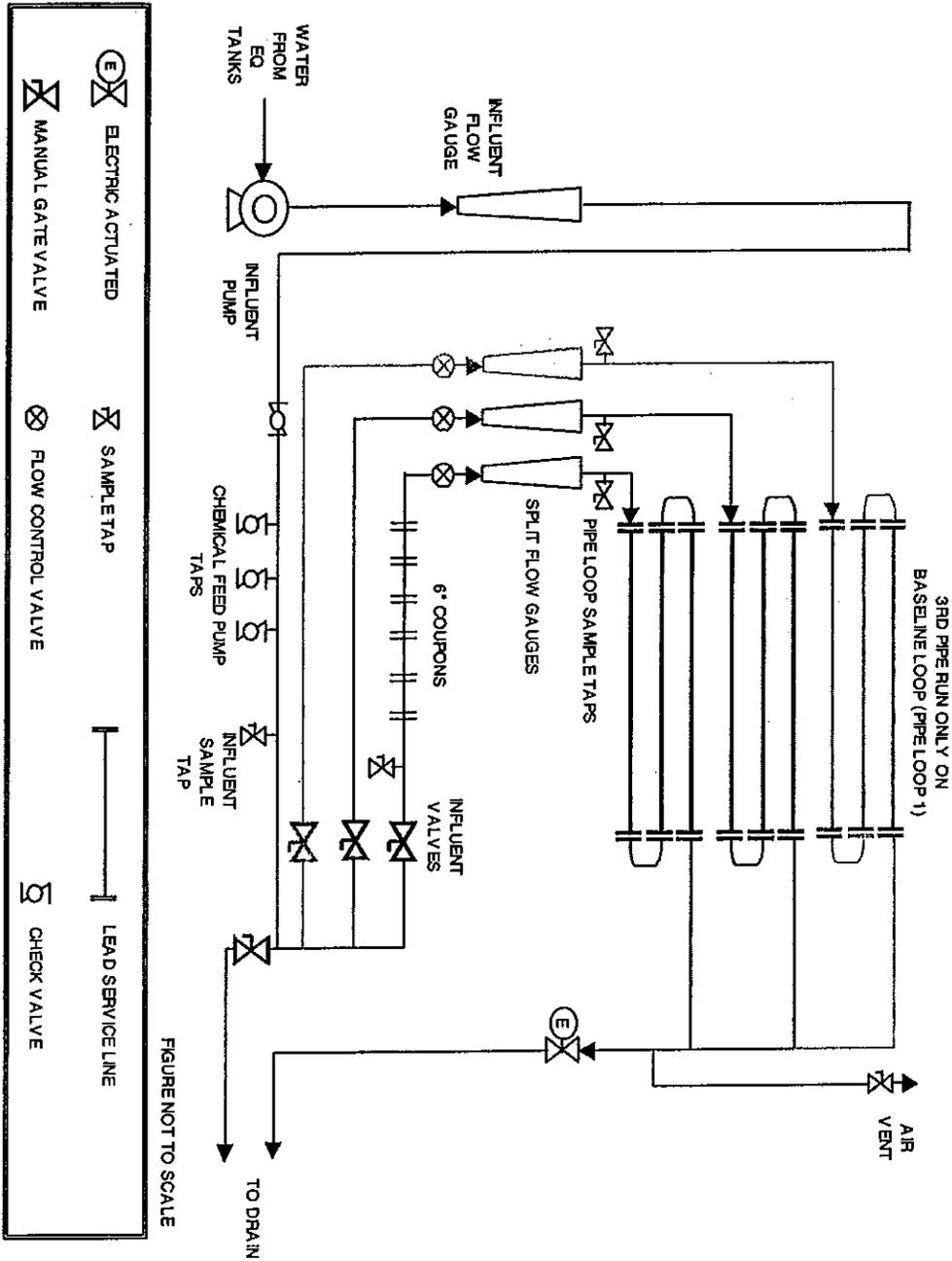
DUPAGE WATER COMMISSION

By: _____
Name: _____
Title: _____

EXHIBIT A

120 lineal feet of lead service lines with a minimum section length of 5.5 feet

EXHIBIT B



REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Site Improvement Agreement between the DuPage Water Commission and Kinander Enterprises, LLC Regarding Driveway, Drainage, and Other Improvements for Tank Site No. 1 and Adjoining Property</p> <p>Resolution No. R-64-04</p>	<p>APPROVAL</p> 	

Account Number: WF-6633

The Commission owns the north portion of Lot 12 in the Fenz Acres subdivision in the Village of Roselle for Tank Site No. 1. The Commission obtained an exclusive easement over a 15 foot strip of land along the western edge of the south portion of Lot 12 for ingress and egress to Tank Site No. 1. The Commission never improved this access easement and instead uses an easement it obtained from the property owner to north.

Kinander Enterprises, LLC (Kinander) is the current owner of the south portion of Lot 12 and is planning to develop a warehouse facility on its property. In connection with that development, certain improvements proposed to be constructed by Kinander will encroach upon the Commission's exclusive access easement and upon the Commission's Tank Site No. 1 property. In discussing the proposed development with Kinander, it was suggested that Kinander improve the Commission's existing access easement with a driveway and related improvements as part of Kinander's project, and the Commission would reimburse Kinander for the cost.

Resolution No. R-64-04 would authorize the execution of a site improvement agreement with Kinander providing, among other things, for the Commission's consent to the construction of certain obstructions (parking lot, retaining wall tie backs, and storm sewer facilities) within the Commission's exclusive easement and within the Commission's Tank Site No. 1 property, the improvement of the Commission's access easement, the realignment of a portion the Commission's access easement, and the reimbursement by the Commission for the cost of the driveway improvements. It is estimated that the cost of the driveway and associated improvements will be \$94,650.

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Site Improvement Agreement between the DuPage Water Commission and Kinander Enterprises, LLC Regarding Driveway, Drainage, and Other Improvements for Tank Site No. 1 and Adjoining Property</p> <p>Resolution No. R-64-04</p>	APPROVAL	
<p><i>We received the surveys and legal descriptions for the project on September 28, 2004. But because of the press of other pending matters, the site development agreement could not be finalized in time for the initial Board packet. The agreement will be included in the Tuesday packet.</i></p>			
<p>MOTION: To approve Resolution No. R-64-04.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-64-04

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A SITE IMPROVEMENT AGREEMENT BETWEEN
THE DuPAGE WATER COMMISSION AND KINANDER ENTERPRISES, LLC
REGARDING DRIVEWAY, DRAINAGE, AND OTHER IMPROVEMENTS
FOR TANK SITE NO. 1 AND ADJOINING PROPERTY

WHEREAS, the Commission owns the north portion of Lot 12 in the Fenz Acres subdivision in the Village of Roselle for Tank Site No. 1; and

WHEREAS, pursuant to a Grant of Permanent Easement dated April 5, 1990, and recorded April 15, 1990, as Document No. R-90-044097 in the office of the Recorder of Deeds of DuPage County, Illinois (the "Access Easement Grant"), the Commission was granted a perpetual easement along the western edge of the south portion of Lot 12 for ingress to and egress from the Commission's Tank Site No. 1 property; and

WHEREAS, pursuant to the Access Easement Grant, the access easement is for the exclusive use of the Commission; and

WHEREAS, the Commission never improved this access easement and instead uses an easement it obtained from the property owner to north; and

WHEREAS, Kinander Enterprises, LLC ("Kinander") is the current owner of the south portion of Lot 12 and is planning to develop a warehouse facility on its property; and

WHEREAS, in connection with that development, certain improvements proposed to be constructed by Kinander will encroach upon the Commission's exclusive access easement and the Commission's Tank Site No. 1 property; and

Resolution No. R-64-04

WHEREAS, subject to certain terms, conditions, and limitations, the Commission is willing to consent to the construction, operation, and maintenance of those encroachments; and

WHEREAS, in connection with that development, the Commission also desires to have Kinander improve the Commission's existing access easement with a driveway and related improvements as part of Kinander's project to avoid duplication of construction activities and unnecessary disruption and to provide cost savings through the coordination of the two projects;

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: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute a Site Improvement Agreement between the Commission and Kinander 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; provided, however, that the Site Improvement Agreement shall not be so executed nor attested on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Site Improvement Agreement executed by Kinander. Upon execution by the General Manager, the Site Improvement Agreement between the Commission and Kinander, and all things provided for therein, including the release of

Resolution No. R-64-04

easement and subsequent conveyances of easements, shall be deemed accepted by the Commission without further act.

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

Resolution No. R-64-04

EXHIBIT 1

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Contract Change Orders at the October 14, 2004, DuPage Water Commission Meeting Resolution No. R-54-04	APPROVAL 
<p>Account Number: WF-6631 (C.O. #44 to Contract TW-2)</p> <p>Resolution No. R-54-04 would approve the following Change Orders:</p> <p>Change Order No. 1 to Contract CP-3 (Corrosion Identification and Assessment Survey). This change order would extend the Contract Completion Date from November 15, 2004, to November 15, 2005. This Contract Time Extension is necessary due to the need to replace a considerable number of C.P. test stations in order for the CP-3 contractor to collect the necessary field data. The volume of C.P. test station replacements has resulted in delays to the field work which, in turn, delays the assessment reports that are generated from the field data. No additional compensation is associated with this change order.</p> <p>Change Order No. 44 to Contract TW-2 (West Transmission Main). For the most part, this change order is a Contract Balancing Change Order but it does include \$182,791.76 in additional work items and a 463 day extension of time.</p> <p>As further detailed in the change order, the change order establishes the final costs associated with the agreed to total in place quantities for all original and amended contract unit price items, as well as the negotiated and agreed to costs for 5 outstanding items of additional work.</p> <p>The 5 outstanding items of additional work relate to: The construction of a new bridge and block retaining wall that was not shown on the contract drawings at the time of the award; the balance of a previously estimated cost for additional work under Change Order 19 (Benjamin Middle School temporary pavement and work hour restrictions); additional traffic signs at the Central DuPage Hospital placed at the request of the Village of Winfield; additional work at ROV's 2, 3, 4, and 5 made at the request of the Commission; and additional costs incurred as a result of revised traffic control plans at High Lake Ave. The Contract Time Extension is necessary due to the problems experienced by the manufacturer of the metal seated valve in meeting the testing requirements of the specifications.</p>	
<p>MOTION: To approve Resolution No. R-54-04</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-54-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
OCTOBER 14, 2004, DuPAGE WATER COMMISSION MEETING

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Exhibit 1

Resolution No. R-54-04

1. Change Order No. 1: Contract CP-3 (Corrosion Identification and Assessment Survey) for no change in price.
2. Change Order No. 44: Contract TW-2 (West Transmission Main) in the *credit amount* of \$346,748.43.

Total Amount of the Change Orders is in the *credit amount* of \$346,748.43.

DATE: October 8, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Finance
ITEM	A Resolution Approving and Authorizing the Execution of the Tyler Technologies, Inc.—Incode Division (Interactive Computer Designs, Inc.) System Agreement for Financial Application Software and Associated Services Resolution No. R-55-04	APPROVAL	
Account Number: WF-6951			
<p>Because of the inadequacies of the current Excel accounting system explained in the Financial Administrator's memorandum dated August 6, 2004, the implementation of a financial software package became a top priority. Over the past several months, the Financial Administrator contacted 20 financial software vendors and observed 14 demonstrations of financial systems. Based upon the result of her investigations, the Financial Administrator is recommending the Commission purchase an INCODE system that includes accounting, budgeting, purchasing, fixed assets, inventory, payroll, and utility billing.</p> <p>Resolution No. R-55-04 would suspend the purchasing procedures of the Commission's By-Laws and approve a system agreement for the software, hardware, training and implementation needed for the INCODE system at a cost not expected to exceed \$58,284.</p>			
MOTION: To approve Resolution No. R-55-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-55-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE TYLER TECHNOLOGIES, INC.—INCODE DIVISION (INTERACTIVE COMPUTER DESIGNS, INC.) SYSTEM AGREEMENT FOR FINANCIAL APPLICATION SOFTWARE AND ASSOCIATED SERVICES

WHEREAS, the Commission desires to upgrade its current Excel accounting system; and

WHEREAS, Tyler Technologies, Inc.—Incode Division (Interactive Computer Designs, Inc.) is the vendor of a financial system that includes accounting, budgeting, purchasing, fixed assets, inventory, payroll, and utility billing;

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

SECTION ONE: A System Agreement with Tyler Technologies, Inc.—Incode Division (Interactive Computer Designs, 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 (the “Agreement”); the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission’s By-Laws.

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Agreement with such modifications as may be required or approved by the General Manager.

Resolution No. R-55-04

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-55-04.doc

EXHIBIT 1

System Agreement
Between

Tyler Technologies, Inc.
INCODE Division

5808 4th Street
Lubbock, Texas 79416
(800) 646-2633
(806) 797-4849 Fax

AND

Du Page Water Commission

800 E. Butterfield Road
Elmhurst, IL 60126-4642
Phone: 630 834-0100
Fax: 630 834-0120

tylerworks.

AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc. - INCODE Division (Interactive Computer Designs, Inc.), hereinafter referred to as INCODE, located at 5808 4th Street, Lubbock, Texas 79416; and, Du Page Water Commission, hereinafter referred to as Client on, _____, 2004.

INCODE and Client agree as follows:

1. INCODE shall furnish the products and services as described in this Agreement, and Client shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:
 - Section A Investment Summary (A-E)
 - Section B Red Carpet Plan - Appendix A document
 - Section C Addendum A
 - Section D INCODE Agreement Terms and Conditions
 - Section E Exhibit 1 - Delivery Attestment
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: Du Page Water Commission

By: _____
 Signature

Title _____

Date _____

Sales Tax Certificate Number _____

INCODE:

By: 
 Signature

Director of Sales & Marketing
 Title

10/6/04
 Issue Date

B

Section A - Investment Summary

<p>Prepared for: Du Page Water Commission</p> <p>Contact Person: Cheryl R. Pattelli</p> <p>Address: 800 E. Butterfield Road Elmhurst, IL 60126-4642</p> <p>Phone: 630 834-0100</p> <p>Fax: 630 834-0120</p> <p>Email: pattelli@dpwc.org</p>	<p>Contract ID # : 2004-0397</p> <p>Issue Date: 10/6/04</p> <p>Salesman: M. Burge</p> <p>Tax Exempt: Yes / No</p>
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	Fees	Maintenance
Total Applications Software		
<i>License Fees</i>	30,500	6,100
Total 3rd Party Product Software		
<i>On-Site Assistance</i>	1,784	250
Total Professional Services		
<i>Red Carpet Services</i>	19,000	
<i>Estimated Travel</i>	2,000	
<i>Estimated On-Site Assistance Travel Expense</i>	5,000	
Total Investment Summary	58,284	6,350

**NOTE: Financial Training is quoted at Software Specialist Rate
Utility Training Quoted at Senior Software Specialist Rate**

Software License, Professional Services, and Maintenance Fees

Application Software	Quantity	License Fee	INCODE Services	Estimated On-Site Assistance Hours	Estimated On-Site Assistance Fees	Estimated Travel Expenses	Annual Maintenance Support Fee
Financial Applications							
General Ledger	1	3,500		20	2,000		700
Budget Preparation	1			2	200		
Check Reconciliation	1			1	100		
Accounts Payable	1	2,500		15	1,500		500
Purchase Orders	1	3,000		8	800		600
Fixed Assets	1	1,250		2	200		250
Inventory Control	1	2,000		6	600		400
Project Accounting	1	2,000		6	600		400
Payroll/Personnel	1	3,000		30	3,000		600
Distributed Time Sheet Entry	1	2,000		16	1,600		400
Customer Relationship Management Applications							
Utility CIS System	1	3,000		56	6,720		600
Service Order Management (included in CIS)		N/C		6	720		
Printing and Reporting Solutions							
Report Writer	1	3,500		8	960		700
(One Designer, Unlimited Viewer, subscription to reports online)							
Forms Overlay	1	1,500		N/A	N/A		300
(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM)							
Each Logo (scan and prepare for use)	1	125		N/A	N/A		25
Secure Signatures	1	1,000		N/A	N/A		200
Each Signature (scan and prepare for use)	1	125		N/A	N/A		25
Interface Software							
Utility-Handheld Meter-Reader Interface	1	2,000		N/A	N/A		400
Subtotal		30,500		176	19,000	5,000	6,100
Professional Services							
Red Carpet Services (UB Set-Up - Lubbock)	1		2,000				
Total		30,500	2,000	176	19,000	5,000	6,100

**NOTE: Financial Training is quoted at Software Specialist Rate
Utility Training Quoted at Senior Software Specialist Rate**

Third Party Products and Services

Description	Quantity	Purchase Price	Estimated On Site Hours	Estimated On-Site Fees	Estimated		Annual Maintenance	Warranty Provider
					Travel Expenses	Annual		
AcuCorp Run Time (Windows) # users	10	784					N/A	
AcuCorp AcuServer Distributed Data Server Software - Limited (Less than 25 users)	1	1,000					250	INCODE
Total		1,784					250	

Red Carpet Plan

To be provided to the DuPage Water Commission at the charges reflected in the Investment Summary.

INCODE agrees to assume primary responsibility for certain aspects of the utility billing conversion process including configuration of the system parameters and creation of ancillary data files. Appendix A provides a list of data elements to be provided for up to 30 customer account records. Any critical data file or element essential to the proper implementation of the INCODE system, not specifically listed in Appendix A, will also be considered as part of this agreement.

Non essential data will be considered outside of the scope of this agreement. Non essential data shall be defined as data not required for billing. Examples of non essential data: Both the Meter Location Codes and Meter Size Codes are considered non-essential data elements for Utility Billing.

The Commission agrees to provide substantive information related to the design and implementation of their existing systems as well as their desires for the operation and structure of the proposed INCODE implementation. In addition, the Commission also agrees to participate in the verification of the converted data and the reconciliation between the old and new systems.

In Summary, the general intent of this agreement is that INCODE, with the Commission's cooperation, will deliver to the Commission a completely operational system ready to be used.

Appendix A

Security:

- Users
- User Groups
- Group Permissions and Restrictions

Utility Billing:

- Account Number Design
- Account Information with Balances*
- Contact Information*
- Property Information*
- Service Address Information*
- Service Information*
- Meter Information (not currently proposed)*
- Customer Class Codes
- Comment Codes
- Rate Table Codes
- Service Codes
- Revenue Codes
- Special Handling Codes
- Average Monthly Payment Codes
- Deposit Codes
- Meter Group Codes
- Meter Location Codes
- Meter Transaction Codes
- Meter Size Codes
- Meter Type Codes

- Meter Make Codes
- Bank Draft Codes
- Prorate Codes
- Sales Tax Codes
- Bill Codes
- Fuel Factor Codes
- Adjustment Codes
- Service Order Job Codes
- Service Order Staff Codes
- Service Order Cost Codes
- Service Order Charge Codes
- Automated Meter Reading Alert Codes
- Automated Meter Reading Instruction Codes
- Automated Meter Reading Read Source Codes
- Automated Meter Reading Trouble Codes
- Automated Meter Reading Route Codes
- Automated Meter Reading Interface Definition
- Late Notice Format and Design
- Bill Format and Design

INCODE AGREEMENT TERMS AND CONDITIONS

Addendum A

The following are clarifications and/or modifications to the standard Agreement. In the event of a conflict between Addendum A and the Agreement, Addendum A shall prevail.

1. Payment Terms.
 - a. Client will pay to INCODE an initial deposit upon execution of this Agreement that equals:
 - 25% of the Application Software License Fees
 - 25% of the Third Party Hardware and System Software License Fees
 - b. Client will pay a second installment to INCODE upon delivery of the software products (per Exhibit 1 - Delivery Attestment) that equals:
 - 60% of the Application Software License Fees
 - 75% of the Third Party Hardware and System Software License Fees upon installation.
 - c. The remaining 15% balance of the Application Software License Fees shall be paid after (a) INCODE's verification of the software products, (b) Client's completion of its own validation process, or (c) Client's live processing. Unless the software products fail verification, this period shall not exceed thirty (30) days from live processing or one hundred-eighty (180) days from installation of the software.
2. Professional Service Agreement - # 2 – Professional Services Fees, replace “a” with:
 - a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses. Client will be billed \$22.00 per hour for travel time. Client agrees to pay INCODE for the actual amount of training provided. The Investment Summary reflects the estimated cost for the training proposed to be furnished by INCODE.
3. Professional Service Agreement - # 2 – Professional Services Fee, delete “c”.
4. Prices do not include travel expenses.
5. Consulting, Implementation, Conversion, and Installation Services, plus expenses, are billed as provided/incurred and are due and payable thirty (30) days after receipt of invoice.

INCODE AGREEMENT TERMS AND CONDITIONS

Addendum A continued

6. Annual Software Maintenance Agreement - # 2 Term of Agreement shall read as:
“This Annual Software Maintenance Agreement is effective on the date executed by an officer of INCODE and shall have a term beginning upon the first of the month twelve months after the installation of the INCODE Software and ending upon the last day of the month one year following that date.
7. INCODE will not increase the Client's Annual Software Maintenance fees for subsequent years by more than the client base as a whole. Increases over the last three years have been 3%, 0%, and 4%, respectively.
8. INCODE has agreed that Inventory Control will be interfaced to Centralized Purchasing (Purchase Orders) in version 4. This will entail a one-way interface from Purchase Orders to Inventory Control; updating the on-order quantity when requisitions are entered and updating the on-hand quantity when Purchase Orders are received.
9. INCODE does not foresee a change in the current product line during the next five years. Should INCODE discontinue its current product line, INCODE will notify the Client and give the Client the option to migrate to INCODE's new product line. In the event, INCODE discontinues its current product line without providing the Client the option to migrate, then the Client shall have the right to the new product line at no charge.

INCODE AGREEMENT TERMS AND CONDITIONS

General Payment Terms

1. Client will pay to INCODE an initial deposit upon execution of this Agreement that equals 25% of the total amount as specified in this Agreement, not including Annual Software Maintenance, Third Party Software Maintenance, and/or Hardware Maintenance fees;
2. Client will pay a second installment to INCODE upon delivery of the software products that equals 60% of the Application Software License Fees and 75% of the System Software License Fees; Delivery Attestment is included as Exhibit 1.
3. The remaining 15% balance of the total amount specified in this Agreement for all products and License fees shall be paid after (a) INCODE's verification of the software products, (b) Client's completion of its own validation process, or (c) Client's live processing. In no case, shall this period exceed thirty (30) days from live processing or one hundred-eighty (180) days from installation of the software.
4. Services shall be billed as delivered plus expenses and are due and payable net 30 days.

Software License Agreement

1) Software Product License.

a) Upon Client's payment for the software products listed on the cover of this Agreement, for the license fees set forth in the Investment Summary, INCODE shall grant to Client and Client shall accept from INCODE a non-exclusive, nontransferable, nonassignable license to use the software products and accompanying documentation for internal business purposes of Client, subject to the conditions and limitations in this Software License Agreement.

- b) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with INCODE.
- c) The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by INCODE at the time INCODE issued this Agreement.
- d) The right to transfer this license to a replacement hardware system is included in this Software License Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to INCODE.
- e) Client agrees that the software products, any modifications and enhancements and any related interfaces are proprietary to INCODE and have been developed as a trade secret at INCODE's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.
- f) If Client has made modifications to the software products, INCODE will not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by INCODE.
- g) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

INCODE AGREEMENT TERMS AND CONDITIONS

h) The term of the license granted by this Section shall be perpetual.

i) INCODE maintains an escrow agreement with an Escrow Services Company under which INCODE places the source code of each major release. At Client's request, INCODE will add Client as a beneficiary on its escrow account. Client will be invoiced the annual beneficiary fee by INCODE and is solely responsible for maintaining its status as a beneficiary.

2) License Fees.

a) Client agrees to pay INCODE, and INCODE agrees to accept from Client as payment in full for the license herein, the total sum of the INCODE license fees set forth in the Investment Summary.

b) The license fees listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE with Client's tax-exempt number or form.

c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) days. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action

plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to INCODE. Client may withhold payment of only the amount actually in dispute until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

d) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, this Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.

3) Verification of the Software Products.

a) At the Client's request, within thirty (30) days after the software products have been installed on Client's system, INCODE will test the software products in accordance with INCODE's standard verification test procedure. Demonstration shall constitute Client's verification that the software products substantially comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client. Upon such verification, Client shall pay the remaining balance in accordance with the

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payment terms listed in Section General Payment Terms or amended in any attached addendum.

b) At its option, Client may perform Client's own defined internal validation process to test the software to substantially comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client. Such validation test shall constitute Client's verification. Upon such validation, Client shall pay the remaining balance in accordance with the payment terms listed in Section General Payment Terms or amended in any attached addendum.

c) Notwithstanding anything contrary herein, Client's use of the software products for its intended purpose, shall constitute Client's verification of the software products, without exception and for all purposes.

d) Verification or validation that the software products substantially comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client by Client shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud and the operation of any provision of this Agreement which specifically survives verification. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, Client's sole right and remedy against INCODE shall be to require INCODE to correct the cause thereof.

e) INCODE shall correct any functions of the software products which failed the standard verification testing or failed to comply with INCODE's documentation for the most current version of the software products and functional descriptions of

the software found in INCODE's written proposal to Client. If Client has made modifications to the software programs, INCODE will not make such corrections, unless such modifications were specifically authorized in writing by INCODE.

4) Schedule of Verification. INCODE will install the software products and cause the same to be verified within sixty (60) days after Client makes available to INCODE the equipment into which the software product is to be loaded. INCODE shall exercise reasonable efforts to cause the software products to be verified according to the schedule set forth in this paragraph, but INCODE shall not be liable for failure to meet said schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of INCODE.

5) Limited Warranty. INCODE warrants that the then current, unmodified version of the INCODE Software Products will substantially conform to the then current version of its published Documentation. If the Software Products do not perform as warranted, INCODE's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should INCODE be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund for the license fee paid for application. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE

INCODE AGREEMENT TERMS AND CONDITIONS

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) Limitation of Liability.

(a) In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, INCODE shall defend and hold harmless Client and its officers, agents and employees from any claim or proceedings brought against Client and from any cost damages and expenses finally awarded against Client which arise as a result of any claim that is based on an assertion that Client's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright or trademark provided that Client notifies INCODE promptly of any such claim or proceeding and gives INCODE full and complete authority, information and assistance to defend such claim or proceeding and further provided that INCODE shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that INCODE shall consult with Client regarding such defense. In the event that the software products are finally held to be infringing and its use by Client is enjoined, INCODE shall, at its election; (1) procure for Client the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or (3) if procurement of the right to use or modification or replacement can not be completed by INCODE, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of

this Agreement. INCODE shall have no liability hereunder if Client modified the software products in any manner without the prior written consent of INCODE and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been avoided by Client's use of the most current revision of the software products. The foregoing states INCODE's entire liability and Client's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

b) THE RIGHTS AND REMEDIES SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

c) In no event shall INCODE be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software products. INCODE's liability for damages arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the INCODE license fees identified in the Investment Summary. The license fees set forth in the Investment Summary reflect and are set in reliance upon this

INCODE AGREEMENT TERMS AND CONDITIONS

allocation of risk and the exclusion of such damages as set forth in this Software License Agreement.

7) Dispute Resolution. In the event of a dispute between the parties under this Software License Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

8) No Intended Third Party Beneficiaries. This agreement is entered into solely for the benefit of INCODE and Client. No third party shall be deemed a beneficiary of this agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

9) Governing Law. This Software License Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

10) Entire Agreement.

a) This Software License Agreement, including Exhibit 1 and the functional description of the software products found in INCODE's written proposal to Client, represents the entire agreement of Client and INCODE with respect to the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Software License Agreement and the functional description of the software products found in INCODE's written proposal to Client.

b) If any term or provision of this Software License Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Software License Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Software License Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Software License Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

11) Cancellation or Termination. In the event of cancellation or termination of this Software License Agreement, Client will make payment to INCODE for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Software License Agreement.

12) Approval of Governing Body. Client represents and warrants to INCODE that this Software License Agreement has been approved by its governing body and is a binding obligation upon Client.

Professional Services Agreement

1) Services Provided. INCODE shall provide some or all of the following services to Client:

a) Installation as described in the Investment Summary;
b) Conversion of Client's existing data as set forth in the Investment Summary. Client is responsible for reading and complying with INCODE's Conversion Statement.

INCODE AGREEMENT TERMS AND CONDITIONS

- c) Training/Implementation in the quantity set forth in the Investment Summary;
- d) Consulting/Analysis in the quantity set forth in the Investment Summary; and
- e) Verification Testing as described in the Software License Agreement.
- 2) Professional Services Fees.**
 - a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% processing fee. Client agrees to pay INCODE for the actual amount of training provided. The Investment Summary reflects the estimated cost for the training proposed to be furnished by INCODE.
 - b) Upon the completion of each service day, or group of days, INCODE will present a Daily Log. Client will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for Client's non-acceptance of such. This acceptance is final.
 - c) Client is not charged for travel time to and from the Client's site. Only time spent on-site is billed as training time; excluding those cases in which the Client requires the INCODE trainer(s) to travel on the weekend, in which case Client will be billed for weekend travel time at a rate of \$500 per weekend day.
 - d) Client agrees to pay all expenses related to transportation of Client's employees.
 - e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery.
- f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.
- g) The rates listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE with Client's tax-exempt number or form.
- h) Payment is due within thirty (30) calendar days of invoice.
- i) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to INCODE. Client may withhold payment of only the amount actually in dispute until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action

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steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

j) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, this Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.

3) Training Environment. If training is being conducted at the Client's site, the Client is responsible for providing a productive environment to conduct training. INCODE is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of Client personnel to be trained. Time spent on-site by INCODE that results in non-productive training time beyond INCODE's control will be billed as training time. INCODE will make reasonable efforts to schedule training on dates requested by the Client. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the Client's site.

4) Additional Services. Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at INCODE's then current market rate for the service as they are incurred.

5) Limitation of Liability. INCODE shall not be liable for inaccurate data in INCODE's application software which is the result of conversion of inaccurate data from the previous

system. INCODE's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The client shall not in any event be entitled to, and INCODE shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

6) Dispute Resolution. In the event of a dispute between the parties under this Professional Services Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

7) No Intended Third Party Beneficiaries. This Professional Services Agreement is entered into solely for the benefit of INCODE and Client. No third party shall be deemed a beneficiary of this Professional Services Agreement, and no third party shall have the right to make any claim or assert any right under this Professional Services Agreement.

8) Governing Law. This Professional Services Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

9) Cancellation or Termination. In the event of cancellation or termination of this Professional Services Agreement, Client will make payment to INCODE for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

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10) Entire Agreement.

a) This Professional Services Agreement represents the entire agreement of Client and INCODE with respect to the professional services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Professional Services Agreement.

b) If any term or provision of this Professional Service Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Professional Services Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Professional Services Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Professional Services Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

11) **Approval of Governing Body.** Client represents and warrants to INCODE that this Professional Services Agreement has been approved by its governing body and is a binding obligation upon Client.

Annual Software Maintenance Agreement

1) **Scope of Agreement.** The Client agrees to purchase and INCODE agrees to provide services for the software products listed on the cover of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Annual Software Maintenance Agreement covers both Support for the software products listed on the cover of this Agreement and Licensing of updates of such installed software products.

2) **Term of Agreement.** This Annual Software Maintenance Agreement is effective on the date executed by an officer of INCODE and shall have a term beginning upon the first of the month six months after the installation of the INCODE Software and ending upon the last day of the month one year following that date.

a) This Annual Software Maintenance Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

b) If Client has not elected to participate in the INCODE Annual Software Maintenance Agreement, or elects not to renew the Agreement, the Client shall acquire Software maintenance in accordance to the Section entitled "Support Terms for Clients Not Participating in the Annual Software Maintenance Agreement".

3) Payment.

a) Client agrees to pay INCODE the amount identified in the Investment Summary for licensing and support services, as described below. The licensing fee of the INCODE Software

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includes six month's maintenance from the time the Software is installed. The annual amount identified in the Investment Summary will become due the first of the month following six months after the installation of the INCODE software. This payment is due and payable in accordance with Section General Payment Terms or amended in any attached addendum.

b) Additional Charges. Any maintenance performed by INCODE for the Client, which is not covered by this Annual Software Maintenance Agreement, will be charged at INCODE's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to Client.

c) Support and services will be suspended whenever Client's account is thirty (30) calendar days overdue. Support and services will be reinstated when Client's account is made current.

4) Terms and Conditions for Licensing of Updates of the Installed Software Products.

a) Client is hereby granted the non-exclusive and nontransferable license and right to use the additional versions of the installed software products listed on the Cover of this Agreement which INCODE may release during the term of this Annual Software Maintenance Agreement. INCODE agrees to extend and Client agrees to accept a license subject to the terms and conditions contained herein for the installed software products.

b) The installed software products listed are licensed for use only for the benefit of Client listed on the cover of this Agreement. The software products are not licensed to perform functions or processing for subdivisions or entities that were

not considered by INCODE when INCODE placed Client in the categories listed on the cover of this Agreement.

c) As long as a current Annual Software Maintenance Agreement is in place, this License may be transferred to another hardware system used for the benefit of Client. Client agrees to notify INCODE prior to transferring the licensed products to any other system. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Client.

d) Client agrees that the software products are proprietary to INCODE and have been developed as a trade secret at INCODE's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

e) If Client has made modifications to the software products, INCODE will not support the modified software products, unless modifications were specifically authorized in writing by INCODE.

f) Client may make copies of the licensed software products for archive purposes only. The Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the product may not be copied except for internal use.

g) For as long as a current Annual Software Maintenance Agreement is in place, INCODE shall promptly correct any functions of the software products which fail to substantially comply with INCODE's documentation for the most current version of the software products. If Client has made modifications to the software products, INCODE will not make

INCODE AGREEMENT TERMS AND CONDITIONS

such corrections, unless modifications were specifically authorized in writing by INCODE.

5) Terms and Conditions for Support.

a) INCODE shall provide software related Client support during standard support hours. Currently, regular support hours are from 8:00am to 5:00pm Central Standard Time, Monday thru Friday, excluding holidays. Extended support hours are from 7:00am to 8:00am CST and 5:00pm to 7:00pm CST, Monday thru Friday, excluding holidays. Incidents (problem calls) may be initiated via INCODE's toll free support line, via e-mail to INCODE's support group or via INCODE's support web-site during regular support hours. During extended support hours, incidents must be initiated via e-mail to INCODE's support group or via INCODE's support web-site. INCODE reserves the right to modify these support hours as INCODE sees fit in order to better serve its Client. Assistance and support requests which require special assistance from INCODE's development group will be taken and directed by support personnel.

b) INCODE will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

c) INCODE will provide Client with all updates that INCODE may make to the then current version of the installed software products covered in this Agreement.

d) Client acknowledges that the updates/enhancements may not be compatible with Client's particular hardware configuration or operating system. Client acknowledges that additional hardware and software may be required at the Client's expense in order to utilize the updates/enhancements.

e) INCODE will make available appropriately trained personnel to provide Client additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. *INCODE employs many CPAs but is not a board registered CPA firm.*

f) INCODE shall provide Client with on-line support through the use of communications modem and software.

6) Support Terms for Clients Not Participating in the Annual Software Maintenance Agreement. The Software License Agreement includes six months free maintenance. If Client elects not to participate in the INCODE Annual Software Maintenance Agreement, Client shall receive support on a Time and Materials basis following six months after the INCODE Software is installed in accordance with the following terms:

a) Clients not on Software Support Maintenance will receive the lowest priority for Software Support.

b) Clients not on Software Support Maintenance will be required to purchase new releases of the Software. New Releases will include fixes, enhancements and updates, such as, Tax Tables, W/2 reporting formats, 1099 changes, etc.

c) Clients not on Software Support Maintenance will be charged \$175 per hour with a one-hour minimum for all software support calls.

d) Clients not on Software Support Maintenance will not be granted access to INCODE's software support web-site.

e) Clients not on Software Support Maintenance are subject to higher rates for training and continuing education performed by INCODE employees. This is due to the fact that the Client may not be utilizing the most current version of our software.

INCODE AGREEMENT TERMS AND CONDITIONS

f) INCODE will not guarantee a program fix to a documented bug for software versions that are not the currently released version. Since every Client is on Software Support Maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software.

g) If a Client decides to discontinue Software Support Maintenance and later chooses to reinstate Software Support Maintenance, the Client will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%), dating back to the date when the Client discontinued Software Support Maintenance. Once again, INCODE feels any Client not on Software Support Maintenance will not be satisfied with the level of support they will receive, which in turn, makes a dissatisfied Client. INCODE prides itself on customer satisfaction, which is why we strongly encourage every Client to purchase Software Support Maintenance.

7) **Additional Services.** The Services listed below are not included in the INCODE Software Maintenance Agreement. These services shall be provided at INCODE's discretion and will be billed on a Time and Materials basis at INCODE's current rates.

- a) Changes to print programs.
- b) Software modifications.
- c) Software Training.
- d) Responding to problems caused by bad data.
- e) Responding to problems caused by hardware.
- f) Responding to problems caused by operator error.
- g) Responding to problems caused by software that is not INCODE software.

h) Responding to problems resulting from misuse, accidents, Client neglect, fire, or any other cause not within INCODE's reasonable control.

i) Changes made to the INCODE Software by someone other than INCODE personnel.

j) Any other services performed by INCODE not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.

8) **Limitations and Exclusions.** The support and services of this Maintenance Agreement do not include the following:

a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of normal business hours.

b) Client shall be responsible for implementing at its expense, all changes to the current version. Client understands that changes furnished by INCODE for the current version are for implementation in the current installed software products version, as it exists without customization or client alteration.

9) **Client Responsibilities.**

a) Client shall provide, at no charge to INCODE, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to; use of the appropriate operating system at the version and release levels specified by INCODE and additionally specifies that the environment for any INCODE

INCODE AGREEMENT TERMS AND CONDITIONS

software application requires the Client to have e-mail and Internet access. Client shall provide telephone lines, communications software specified by INCODE, and all equipment necessary to use INCODE's on-line support. Client will be responsible for all additional costs incurred to the extent such hardware and software does not conform to INCODE's specifications.

b) Client shall maintain a dialup, IP or VPN connection through pcAnywhere, Citrix or Microsoft Terminal Services. INCODE, at its option, shall use the connection to assist with problem diagnosis and resolution. This connection shall be dedicated for the use of INCODE and shall not be shared with fax or internet connection line.

c) Client must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the INCODE software applications.

d) Client must open firewall ports to enable access to INCODE's FTP server for program updates via Live Update.

10) Non-Assignability. The Client shall not have the right to assign or transfer its rights hereunder to any party.

11) Force Majeure. INCODE shall not be responsible for delays in servicing the products covered by this Annual Software Maintenance Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

12) Limitation of Liability. The liability of INCODE is hereby limited to a claim for a money judgment not exceeding the fees paid by the Client for services under this Annual Software Maintenance Agreement. The client shall not in any event be entitled to, and INCODE shall not be liable for,

indirect, special, incidental, consequential or exemplary damages of any nature.

13) Governing Law. This Annual Software Maintenance Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

14) Entire Agreement.

a) This Annual Software Maintenance Agreement represents the entire agreement of Client and INCODE with respect to the maintenance of the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Annual Software Maintenance Agreement.

b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Annual Software Maintenance Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Annual Software Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Annual Software Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

INCODE AGREEMENT TERMS AND CONDITIONS

additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to INCODE. Client may withhold payment of only the amount actually in dispute until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

d) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and this Hardware and System Software Agreement.

4) Costs and Taxes.

- a) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the hardware and system software products from the supplier's place of manufacture to Client's site.
- b) The price listed in the Investment Summary does not include any tax or other governmental impositions including, without

Hardware and System Software Agreement

1) Agreement to License or Sell Hardware. For the price set forth in the Investment Summary (Hardware & System Software), INCODE agrees to license or sell and deliver to Client, and Client agrees to accept from INCODE the hardware and system software products set forth in the Investment Summary.

2) License of Hardware.

a) Upon Client's payment for the hardware listed in the Investment Summary, for the license fees set forth in the Investment Summary, INCODE shall grant to Client and Client shall accept from INCODE a non-exclusive, nontransferable, non-assignable license to the hardware and system software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this section.

3) Price. Client agrees to pay INCODE and INCODE agrees to accept from Client as payment in full for the hardware and system software products, the price set forth in the Investment Summary at the following manner:

- a) Twenty-five percent (25%) of the price of all hardware and system software products listed in the Investment Summary upon execution of this Agreement; and
- b) The remaining balance of the price of each item delivered to Client upon delivery of each product.
- c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) calendar days of Client's receipt of the invoice. An

INCODE AGREEMENT TERMS AND CONDITIONS

limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE with Client's tax-exempt number or form.

5) F.O.B. Point. Delivery of each hardware and system software product shall be F.O.B. Client's site.

6) Schedule of Delivery. Delivery of each hardware and system software product shall take place according to mutually agreeable schedule, but INCODE shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of INCODE.

7) Client Delays. If any act or failure to act by the Client delays INCODE's performance, INCODE shall be excused from performance for an amount of time commensurate with the delay caused by Client. Client acknowledges that its delay may excuse INCODE from performance for an amount of time greater than the delay caused by Client. Such delays by Client that may cause INCODE to delay performance include, but are not limited to failure to have prepared any data in the form and format requested by INCODE, on or before the date specified by INCODE or to have verified such data for accuracy, submission of erroneous data to INCODE or Client's failure to have completely prepared the Hardware's installation site prior to the Hardware's actual delivery including, but not limited to, failure to have all electrical work and cable installation completed.

8) Installation and Verification. If itemized in the Investment Summary, the price includes installation of the hardware and

system software products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the hardware and system software products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and rights and remedies available to Client under the paragraph hereof entitled Warranties.

9) Site Requirements. Client shall prepare the installation site prior to the delivery of the hardware and system software. Client is solely responsible for and will furnish all necessary labor and material to install all associated electrical lines, CRT cables, and telephone lines for communication modems. Client is responsible for installing all required cables.

10) Warranties.

ALL WARRANTIES RELATING TO THE HARDWARE AND SYSTEM SOFTWARE ARE PROVIDED DIRECTLY FROM THE HARDWARE MANUFACTURERS AND/OR SOFTWARE PUBLISHERS UNDER THE TERMS AND CONDITIONS OF THEIR RESPECTIVE WARRANTIES. THE WARRANTIES SET FORTH IN THIS HARDWARE AND SYSTEM SOFTWARE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

11) Maintenance. There is no hardware maintenance provided pursuant to this Agreement. Hardware warranty and/or maintenance are typically provided by the manufacturer or a

INCODE AGREEMENT TERMS AND CONDITIONS

Third Party. In situations where INCODE and the Client agree that INCODE will provide hardware maintenance, such hardware maintenance shall be governed by the terms of INCODE's Annual Hardware Maintenance agreement.

12) Limitation of Liability. Client expressly assumes sole responsibility for the selection and use of the hardware and system software. In no event shall INCODE be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the hardware and system software products. INCODE's liability for damages arising out of this Hardware and System Software Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the price of the hardware and system software products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Hardware and System Software Agreement.

13) Dispute Resolution. In the event of a dispute between the parties under this Hardware and System Software Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

14) Governing Law. This Hardware and System Software Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

15) Cancellation or Termination. In the event of cancellation or termination of this Hardware and System Software Agreement, Client will make payment to INCODE for all

products and related services and expenses delivered or incurred prior to the termination or cancellation of this Hardware and System Software Agreement. Client may also be responsible for restocking fees.

16) Entire Agreement.

a) This Hardware and System Software Agreement represents the entire agreement of Client and INCODE with respect to the hardware and system software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Hardware and System Software Agreement.

b) If any term or provision of this Hardware and System Software Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Hardware and System Software Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Hardware and System Software Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Hardware and System Software Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

INCODE AGREEMENT TERMS AND CONDITIONS

17) Approval of Governing Body. Client represents and warrants to INCODE that this Hardware and System Software Agreement has been approved by its governing body and is a binding obligation upon Client.

Annual Hardware Maintenance Agreement

1) Scope of Agreement. For the prices set forth in the Investment Summary, Client requests to cover and INCODE agrees to cover the equipment specified on the cover of this agreement in accordance with the following terms and conditions. INCODE requires all like-kind hardware to be covered (i.e. ALL cash drawers, ALL receipt printers, etc.).

2) Price. The Client agrees to pay the Annual Hardware Maintenance fee specified in this Agreement. INCODE guarantees this fee for the term of the Annual Hardware Maintenance Agreement. However, fees for subsequent years are subject to change.

3) Payment. Client agrees to pay the Annual Hardware Maintenance Agreement fee in accordance with the following terms:

a) The Client will be invoiced 12 months after the initial installation of the hardware.
b) In order for equipment to be eligible to be covered under this Annual Hardware Maintenance Agreement, the equipment must be covered beginning 12 months after the installation date of the equipment and must remain under continuous coverage on the Annual Hardware Maintenance Agreement

4) Equipment Maintenance Program Terms. INCODE agrees to provide the maintenance on the equipment specified under this agreement in accordance to the following terms:

a) In the event of equipment failure, INCODE will repair the defective equipment and provide the Client with "like or near like" equipment while the defective equipment is being repaired.

b) Client shall notify INCODE of equipment failure. Upon notification, INCODE will ship via over-night service to the Client the appropriate loaner equipment. The Client shall package the defective equipment in its original container and ship the equipment to INCODE.

c) Once the equipment is repaired, it will be shipped to the Client. Upon receipt of the repaired equipment the Client shall ship the loaner equipment back to INCODE. The loaner equipment should be shipped back to INCODE within two days of receiving the repaired equipment. The Client agrees to pay daily rental fees to INCODE if the loaner equipment is not shipped back to INCODE within the time frame specified.

d) The Client is responsible for shipping cost related to shipping equipment to INCODE. INCODE is responsible for shipping cost related to shipping equipment to the Client.

5) Definitions. The following definitions apply to the terms of this Annual Hardware Maintenance Agreement:

a) **Loaner Equipment.** Equipment loaned to the Client by INCODE for use while the Client's equipment is being repaired.

b) **Like or Near-Like Equipment.** Equipment compatible with the Client's computer system and capable of performing the tasks performed by the equipment being repaired.

6) Limitation of Liability. The liability of INCODE is hereby limited to that claim for the money judgment not exceeding the fees paid by the Client for services under this Annual Hardware Maintenance Agreement. The Client shall not in any event be

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entitled to, and INCODE shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature.

7) Governing Law. This Annual Hardware Maintenance Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

8) Entire Agreement.

a) This Annual Hardware Maintenance Agreement represents the entire agreement of Client and INCODE with respect to the maintenance of the hardware and system software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Annual Hardware Maintenance Agreement.

b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Annual Hardware Maintenance Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Annual Hardware Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Annual Hardware Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within

90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

Third Party Product Agreement

1) Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary (Hardware & System Software), INCODE agrees to license or sell and deliver to Client, and Client agrees to accept from INCODE the third party products set forth in the Investment Summary.

2) License of Third Party Software Products.

a) Upon Client's payment for the third party software products listed in the Investment Summary, for the license fees set forth in the Investment Summary, INCODE shall grant to Client and Client shall accept from INCODE a non-exclusive, nontransferable, non-assignable license to use the third party software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this section.

b) Ownership of the third party software products, accompanying documentation and related materials, shall remain with the third party manufacturer or supplier.

c) The right to transfer this license to a replacement hardware system is governed by the Third Party. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to INCODE.

d) Client agrees that the third party software products are proprietary to the third party manufacturer or supplier and have been developed as a trade secret at the third-party's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or

INCODE AGREEMENT

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unauthorized disclosures by any party of any or all of the third party software products or accompanying documentation.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the software products.

f) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

3) Price. Client agrees to pay INCODE and INCODE agrees to accept from Client as payment in full for the third party products, the price set forth in the Investment Summary at the following manner:

a) Twenty-five percent (25%) of the price of all third party products listed in the Investment Summary upon execution of this Agreement; and

b) The remaining balance of the price of each item delivered to Client upon delivery of each product.

c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to

INCODE. Client may withhold payment of only the amount actually in dispute until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

d) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and this Third Party Product Agreement.

4) Costs and Taxes.

a) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the third party products from the supplier's place of manufacture to Client's site.

b) The price listed in the Investment Summary does not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE with Client's tax-exempt number or form.

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- 5) F.O.B. Point.** Delivery of each third party product shall be F.O.B. Client's site.
- 6) Schedule of Delivery.** Delivery of each third party product shall take place according to mutually agreeable schedule, but INCODE shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of INCODE.
- 7) Installation and Verification.**
- a) If itemized in the Investment Summary, the price includes installation of the third party products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the third party products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and rights and remedies available to Client under the paragraph hereof entitled Warranties.
- 8) Site Requirements.** Client shall provide:
- a) a suitable environment, location and space for the installation and operation of the third party products;
 - b) sufficient and adequate electrical circuits for the third party products; and
 - c) installation of all required cables.
- 9) Warranties.**
- a) INCODE is authorized by the manufacturer or supplier of all third party software products listed in the Investment Summary to grant licenses or sublicenses to such products.
 - b) Unless otherwise noted in any attached addendum, INCODE warrants that each third party product shall be new and unused, and if Client fully and faithfully performs each and every obligation required of it under the Third Party Product

Agreement, Client's title or license to each third party product shall be free and clear of all liens and encumbrances arising through INCODE.

c) The parties understand and agree that INCODE is not the manufacturer of the third party products. As such, INCODE does not warrant or guarantee the condition of the third party products or the operation characteristics of the third party products. **d) THE WARRANTIES SET FORTH IN THIS THIRD PARTY PRODUCT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.**

10) Maintenance. It shall be the responsibility of Client to repair and maintain the third party products after acceptance. Support for Third Party Application Software is not provided by INCODE unless otherwise specified in this Agreement. INCODE's responsibility is limited to delivering the Third Party Application Software and installing the software if installation services are provided in this Agreement.

11) Limitation of Liability. Client expressly assumes sole responsibility for the selection and use of the Third Party Application Software. In no event shall INCODE be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the third party products. INCODE's liability for damages arising out of this Third Party Product Agreement,

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whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the price of the third party products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Third Party Product Agreement.

12) Dispute Resolution. In the event of a dispute between the parties under this Third Party Product Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

13) Governing Law. This Third Party Product Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

14) Cancellation or Termination. In the event of cancellation or termination of this Third Party Product Agreement, Client will make payment to INCODE for all products and related services and expenses delivered or incurred prior to the termination or cancellation of this Third Party Product Agreement.

15) Entire Agreement.

a) This Third Party Product Agreement represents the entire agreement of Client and INCODE with respect to the third party products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Third Party Product Agreement.

b) If any term or provision of this Third Party Product Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Third Party Product Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Third Party Product Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Third Party Product Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

16) Approval of Governing Body. Client represents and warrants to INCODE that this Third Party Product Agreement has been approved by its governing body and is a binding obligation upon Client.



EXHIBIT 1 – DELIVERY ATTESTMENT

The Delivery Attestment test detailed below will be conducted following the INCODE software install and prior to the implementation. The test is performed using the INCODE Sample Database. This database contains general information applicable to all customers. Given this, the tests will not validate site specific functionally. Rather, the tests will affirm that the INCODE system is installed and performs base line functions. Customer specific functionality will be reviewed during the implementation phase when site-specific data will be built and applied against desired functionality.

Each suite has a space where clients will be asked to initial certifying the software has been installed and accepted. If a section does not apply to you, then please mark it as N/A. Please fill out the Client and Contact Name, initial the appropriate space and fax this document to (806) 797-4849, attn: Dennis Mailman.

Table with 2 columns and 3 rows: Client Name, Contact Name, Date

Financial Suite

- 1. View General Ledger Account Manager (Initial) _____
2. View Budget Maintenance
3. View AP Vendor Manager
4. Find PO's in PO Inquiry
5. View Inventory Item Maintenance
6. View Fixed Assets Maintenance
7. View Deduction codes
8. View Pay Type codes
9. View Employee Manager
10. View HR Manager

CIS Suite

- 1. View Fee Schedule with Rate Tables (Initial) _____
2. View Account Manager
3. View Contact and Property Consoles
4. View Bill Maintenance
5. View License Manager
6. View AR Customer Manager
7. View Permits Project Manager

Court Suite

- 1. View Citation Maintenance (Initial) _____
2. View Fee Maintenance
3. View Offense Code Maintenance

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation--Plainfield Road Resolution No. R-56-04	APPROVAL 
<p>Account Number: WF-6631</p> <p>At the September 9, 2004, meeting, the Board decided to separately bid the relocation of a portion of the South Transmission Main, and the replacement of an 18" storm sewer, located on Plainfield Road, east of Clarendon Hills Road in the City of Darien instead of utilizing one of the stand-by competitively bid quick response contractors. Resolution No. R-56-04 would authorize the advertisement for bids and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.</p> <p>Another action related to this Request is Resolution No. R-60-04: A Resolution Approving a First Amendment to Task Order No. 20 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C., authorizing the engineering services needed to bid and construct the project. If Resolution No. R-60-04 is not adopted, it is not recommended that Resolution No. R-56-04 be adopted.</p>	
<p>MOTION: To approve Resolution No. R-56-04.</p>	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-56-04

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF
SOUTH TRANSMISSION MAIN RELOCATION--PLAINFIELD ROAD
(Contract TS-6/04)

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 South Transmission Main Relocation—Plainfield Road — Contract TS-6/04" (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-56-04

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-56-04.doc

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
SOUTH TRANSMISSION MAIN RELOCATION--PLAINFIELD ROAD
CONTRACT TS-6/04

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, manholes, vaults and other materials and relocating, pressure testing, and chlorinating approximately 48 lineal feet of 42 inch diameter steel water main and replacing approximately 25 lineal feet of 18 inch diameter storm sewer with 18 inch diameter ductile iron 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 Plainfield Road in the City of Darien, approximately 300 feet east of its intersection with Clarendon Hills Road, all in DuPage County, Illinois.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package 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:

INVITATION

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgement;
- (7) Bidder's Sworn Work History Statement;
- (8) Other Information Submitted by Bidder, if requested;
- (9) Notice of Award; and
- (10) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of \$[]00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$[]00 per set to cover postage and handling. In making copies of the Bid Package 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.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. 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 Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, October 26, 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. Bidders or their agents are invited to be present.

6. **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 a form satisfactory to Owner 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 forms included in Appendices to the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, 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 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 [MONTH], 2004.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

SOUTH TRANSMISSION MAIN RELOCATION--PLAINFIELD ROAD
CONTRACT TS-6/04

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, 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 personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume 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.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

GENERAL INSTRUCTIONS

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, 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.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. 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 the 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.

4. 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.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or 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.

GENERAL INSTRUCTIONS

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, 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.

6. 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 the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

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.

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 may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

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 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

GENERAL INSTRUCTIONS

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may 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 these General Instructions to Bidders.

7. 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.
- (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.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator 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.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A 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, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid

GENERAL INSTRUCTIONS

Security shall stand as a guaranty that (1) 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, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a 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, 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.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with 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. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

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 Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. 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 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

GENERAL INSTRUCTIONS

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 7 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.

11. 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. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder 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, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. 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 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

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this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

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

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

13. Award of Contract

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

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing 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 10 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

GENERAL INSTRUCTIONS

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. 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 the 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.

15. Closing of Contract

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

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, 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 Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, 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 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders 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 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 these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

GENERAL INSTRUCTIONS

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. 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 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 8 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.

EXHIBIT C

DUPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

SOUTH TRANSMISSION MAIN RELOCATION--PLAINFIELD ROAD
CONTRACT TS-6/04

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

A. Indeterminate Unit Prices. All of the Indeterminate Unit Price Items set forth in Part B 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 the amount of the equitable adjustment in the Contract Price for any such Work ordered by Owner 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.

B. Qualification of Bidders. In addition to those factors set forth in Section 11 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 entity 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 1B, unless the bidding joint venture, in its own name and with the identical entities participating, meets the satisfactory 20,000 lineal footage experience qualification.

SPECIAL INSTRUCTIONS

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 1B 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 1B need not duplicate the information contained in its Sworn Statement in Support of Request for Pre-Qualification in its Sworn Work History Statement.

2. 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 1.12 of the Contract included in this Bid Package for provisions related to subcontractors and suppliers.

3. Prohibited Suppliers

No materials, equipment, or supplies furnished under the Contract shall be the product of Bluff City Materials, Inc. 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 South Transmission Main Relocation--Plainfield Road 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, Inc. and Feltes Sand & Gravel Company Inc. in the furnishing of such materials, equipment, and supplies.

DuPAGE WATER COMMISSION

CONTRACT FOR THE CONSTRUCTION OF

SOUTH TRANSMISSION MAIN RELOCATION--PLAINFIELD ROAD
CONTRACT TS-6/04

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: Ed 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 1B 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: _____

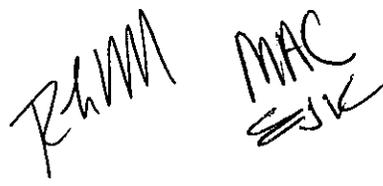
Title: _____ Title: _____

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

[SEAL]

Notary Public SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving a First Amendment to Task Order No. 20 Under the Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C.</p> <p>Resolution No. R-60-04</p>	APPROVAL	
<p>Account Number: WF-6389</p> <p>The Commission entered into a master agreement with Alvord, Burdick & Howson, L.L.C. (AB&H) dated April 13, 2000, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-44-04, the Commission approved Task Order No. 20 to the Master Agreement for the Darien Storm Sewer Evaluation and Design project.</p> <p>Task Order No. 20 contemplated that the relocation of a portion of the South Transmission Main, and the replacement of an 18" storm sewer, located on Plainfield Road, east of Clarendon Hills Road in the City of Darien would be performed by one of the Commission's stand-by competitively bid quick response contractors. At the September 9, 2004, meeting, the Board decided to separately bid the project and Resolution No. R-60-04 would approve an amendment to Task Order No. 20 to modify the scope accordingly, increase the not-to-exceed limitation on the cost of the design work by \$3,200.00, and increase the not-to-exceed limitation on the cost of the construction services by \$500.00.</p> <p>Another action related to this Request is Resolution No. R-56-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of South Transmission Main Relocation--Plainfield Road. It is not recommended that Resolution No. R-60-04 be adopted if Resolution No. R-56-04 is not adopted as well.</p>			
MOTION: To approve Resolution No. R-60-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-60-04

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 20 UNDER THE MASTER ENGINEERING
AGREEMENT WITH ALVORD, BURDICK & HOWSON, L.L.C.

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, pursuant to Resolution No. R-44-04, the Commission approved Task Order No. 20 to the Master Agreement for the Darien Storm Sewer Evaluation and Design project; and

WHEREAS, the Commission and the Engineers desire to amend Task Order No. 20 to the Master Agreement to modify the scope and 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 Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Engineers have approved the First Amendment to Task Order No. 20 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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 First Amendment to Task Order No. 20 attached hereto as Exhibit 1 shall be and hereby is approved.

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

Resolution No. R-60-04

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 20**

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 to amend Task Order No. 20 to the Agreement for the Darien Storm Sewer Evaluation and Design project ("Task Order No. 20") as follows:

1. Specific Project Data:

Subsection 1B, entitled "Description and Scope of the Project," of Section 1, entitled "Specific Project Data," of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Subsection 1B shall hereafter be and read as follows:

"B. Description and Scope of the Project:

Design, bidding and construction services in connection with a single construction contract for the relocation of a portion of the Commission's 42" transmission main, and for the replacement of an 18" storm sewer, located on Plainfield Road, east of Clarendon Hills Road in the City of Darien."

2. Services of Engineer:

Subsection 2A, entitled "Basic Services," of Section 1, entitled "Services of Engineer," of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Subsection 2A shall hereafter be and read as follows:

"A. Basic Services:

1. Design Services:

- (a) Design and prepare final plans and specifications as necessary to secure lump sum proposals for the project. The plans shall include a cover sheet; a map showing the general location of the project; and detailed site drawings showing existing and proposed improvements. Specifications shall be limited to those specific provisions required for the individual items of work that together compromise the lump sum work.
- (b) Paragraphs 1(b) through and including 1(k) of exhibit 1 to the Agreement.

(c) Attend bid, project and/or coordination meetings, at the request of the Commission.

2. Outside Support Services

None

3. Construction Services

Review shop drawing submittals for compliance with the applicable provisions of the Contract Specifications.”

3. Approximate Construction Period:

Section 4, entitled “Approximate Construction Period,” of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Section 4 shall hereafter be and read as follows:

“4. Approximate Construction Period:

2004-2005”

4. Not to Exceed Costs:

Section 6, entitled “Not to Exceed Costs,” of Task Order No. 20 shall be, and it hereby is, amended in its entirety so that said Section 6 shall hereafter be and read as follows:

“6. Not to Exceed Costs:

Not-to-exceed cost for Design Services	\$15,400.00
Not-to-exceed cost for Outside Support Services	Not Applicable
Not-to-exceed cost for Construction Services	\$1,300.00”

In all other respects, Task Order No. 20 to the Agreement shall remain in full force and effect, and Task Order No. 20 to the Agreement shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

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

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

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

DATE: October 8, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the October 14, 2004, DuPage Water Commission Meeting Resolution No. R-63-04	APPROVAL	<i>Full 10/8/04</i> <i>MAC</i>
Account Number: WF-6633			
<p>The Commission entered into an agreement dated January 29, 2002 with Divane Bros. Electric Company for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-63-04 would approve the following Work Authorization Orders under the Quick Response Contract:</p> <p>Work Authorization Order No. 010: This work authorization order is for the priority emergency work to repair an electrical feed that shorted between the meter socket and the ComEd pole at Clarendon Hills Meter Station 6A. The cost of this work is not yet known.</p>			
MOTION: To approve Resolution No. R-63-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-63-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-1/02
AT THE OCTOBER 14, 2004, DUPAGE 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 DuPage Water Commission has determined that the circumstances said to necessitate

Resolution R-63-04

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

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-1/02: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-1.010

LOCATION:

Meter Station 6A (MS6A)
259 Ann St., Clarendon Hills, IL

CONTRACTOR:

Divane Brothers

DESCRIPTION OF WORK:

Replace electrical feed from ComEd pole to meter socket. Replace direct burial cable with galvanized conduit and new cable. Install new conduit up along pole a minimum of 10 feet. Add additional conduit support below meter socket to prevent conduit from settling. Replace and grade all topsoil removed. Restore to former condition all fences, roads, and landscaping disturbed or altered by Contractor. Replace all sod removed with sod of like quality and all natural grass removed by seeding with a good quality seed.

REASON FOR WORK:

Electrical feed shorted between ComEd pole and meter socket.

MINIMUM RESPONSE TIME:

ASAP

**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:

Prepare and submit marked up Commission-supplied drawing with location of new conduit.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: Robert H. Marley
Signature of Authorized
Representative

DATE: 10/8/04

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: Michael A. ...
Signature of Authorized
Representative

DATE: 10-6-04



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

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

DATE: October 8, 2004

SUBJECT: Summary of Action Since Previous Meeting

1. The Commission recently acquired Arsenic and Cyanide test kits. We will perform these tests on a routine basis to make staff familiar with the process so if required to perform these tests during an emergency, there will be a level of experience. The acquisition of these kits was modeled after the City of Naperville who has recently acquired the same testing equipment.
2. The Illinois Potable Water Operators Association named Terry McGhee, Operations Supervisor, Operator of the Year for Distribution Systems.



DuPage Water Commission

MEMORANDUM

TO: Chairman Vondra and Commissioners

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

DATE: October 4, 2004

SUBJECT: Supplemental Information Regarding Contract TW-3

The following responses and attachments regarding Contract TW-3 are provided as requested at the Committee of the Whole meeting on September 9, 2004.

(i) *Alvord Burdick & Howson (AB&H) report confirming or refuting the Consoer Townsend Envirodyne (CTE) hydraulic analysis*

I have requested a report from Warren Green regarding this matter. CTE has provided all background information requested by Mr. Green but due to a death in Mr. Green's family, I have not received the final report. If I receive the report before the meeting, I will forward it to you.

(ii) *CTE zone analyses similar to that previously provided by AB&H under both maximum day and average day emergency supply scenarios*

Attached is a copy of the requested zone analyses. The results indicate that there is very little change in the HGL with reduction ranging from 0 to 1 feet for both main break scenarios.

(iii) *Affected customer comments on the AB&H report and the CTE zone analyses*

Unless the AB&H report refutes the CTE hydraulic analysis, the need to obtain affected customer comments appears to be moot. At the Round Table meeting held on September 29, 2004 for the managers and engineers of all customer utilities, I presented the PowerPoint slide show on the results of the CTE hydraulic analysis and copies of the CTE report were distributed. At that meeting, the customer utilities voiced no opposition to the results of the hydraulic analysis and I offered to make the PowerPoint presentation at any customer utility upon request.

(iv) Staff recommendations for alternative improvements if the AB&H report and/or the CTE zone analyses and/or customer comments indicate service concerns

No service concerns were raised by the affected customers at the September 29, 2004, Round Table meeting or by the CTE zone analyses. I expect the same will be true for the AB&H report when it is received.



ENGINEERS

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

303 East Wacker Drive

October 5, 2004

Suite 600

Mr. Robert L. Martin, P.E.
General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126-4642

Chicago, IL 60601-5276

Phone: (312) 938 0300

Reference: DuPage Water Commission
Hydraulic Model Zone Analysis
CTE Project No.: 40753

Fax: (312) 938 1109

Dear Mr. Martin:

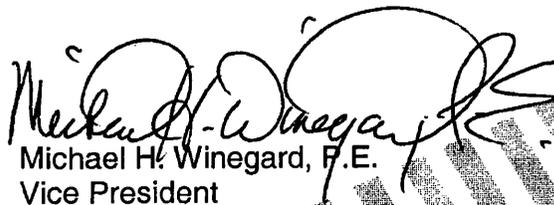
Per your request, we have conducted a zone analysis, similar to that previously provided by AB&H, to determine the reduction of hydraulic grade line (HGL) with both TW-3 in service and TW-3 not in service. It is our understanding the AB&H analysis was performed under 2020 maximum day conditions while evaluating two separate main break scenarios (TOB-6/87 and TN-1/88).

The results indicate that there is very little change in the HGL with reduction ranging from 0 to 1 feet for both main break scenarios (results are attached).

Please let us know if you have any questions or comments.

Very truly yours,

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.



Michael H. Winegard, P.E.
Vice President

Attachment



ASSUMED MAIN BREAK IN TOB-6/87

CUSTOMER	METER STATION	NODE NO.	HYDRAULIC GRADE LINE (FT)		HGL REDUCTION
			TW-3 NOT IN SERVICE	TW-3 IN SERVICE	
Village of Bloomingdale	3A	143D	862	862	0
	3B	144D	880	880	0
Village of Glendale Heights	11A	145D	887	887	0
	11B	146D	866	866	0
	11C	153D	881	881	0
Village of Itasca	25A	154D	904	903	1
	25B	156D	902	901	1
	25C	178D	888	888	0
Village of Roselle	18A	137D	893	893	0
	18B	138D	889	889	0

ASSUMED MAIN BREAK IN TN-1/88

CUSTOMER	METER STATION	NODE NO.	HYDRAULIC GRADE LINE (FT)		HGL REDUCTION
			TW-3 NOT IN SERVICE	TW-3 IN SERVICE	
Village of Addison	1A	128D	925	924	0
	1B	129D	919	919	0
	1C	194D	871	870	0
	1D	126D	904	903	1
	1E	179D	863	863	0
Village of Bensenville	2A	60D	770	769	1
Village of Bloomingdale	3A	143D	858	858	0
	3B	144D	877	877	0
City of Elmhurst	10A	73D	984	983	1
	10B	123D	756	756	0
	10C	124D	744	744	0
Village of Itasca	25A	154D	800	800	0
	25B	156D	829	828	1
	25C	178D	839	839	0
Village of Roselle	18A	137D	858	858	0
	18B	138D	880	880	0
City of Wood Dale	23A	134D	773	773	0
	23B	135D	800	799	1

DATE: October 7, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION New Business	ORIGINATING DEPARTMENT General Manager's Office
ITEM An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation) Ordinance No. O-18-04	APPROVAL 
<p>Attached is "An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation)." If approved, the Ordinance would amend the Commission's By-Laws to (i) allow electronic participation in Commission meetings subject to the requirement that a quorum be physically present at regular meetings and (ii) repeal the Board's July 8th motion prohibiting electronic participation in Commission meetings.</p> <p>Unless the first reading requirement of the Commission's By-Laws is suspended, the Ordinance cannot be adopted at the October 14, 2004, meeting.</p>	
<p>MOTION: To suspend the first reading requirement of the Commission's By-Laws and adopt Ordinance No. O-18-04: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Articles VI and VII Regarding Electronic Meeting Participation).</p>	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-18-04

AN ORDINANCE AMENDING THE
BY-LAWS OF THE DUPAGE WATER COMMISSION
(Amending Articles VI and VII Prohibiting Electronic Meeting Participation)

WHEREAS, the Board of Commissioners of the DuPage Water Commission has found and 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, O-11-04, and O-12-04, to establish regulations governing participation in Commission meetings by telephone conference or other electronic means; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission find and determine that implementation of the regulations is useful to assure compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*;

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 to Section 1 of Article VI. Section 1, entitled "Regular Meetings," of Article VI, entitled "Meetings," of the Commission's By-Laws shall be, and it hereby is, amended by adding the following sentences to the end of said Section 1:

"Except as otherwise provided by law, Commissioners may participate, in whole or in part, in regular meetings of the Board of Commissioners by telephone conference or other electronic means, and shall be counted for purposes of voting and determining whether a quorum is present for so long as they participate and vote, subject to the following terms and conditions:

- a. All Commissioners participating in a meeting by teleconference or other electronic means shall be able to perceive concurrently the substance of the meeting, and those Commissioners physically present at the designated meeting site, as well as the media and public in attendance at the designated meeting site, shall be able to perceive concurrently the telephonically or other electronically participating Commissioners.
- b. A quorum of the Board of Commissioners shall be physically present at the designated meeting site and not more than one Commissioner shall participate in a meeting by teleconference from the same remote location.”

SECTION THREE: Amendment to Section 3 of Article VI. Section 3, entitled “Special Meetings,” of Article VI, entitled “Meetings,” of the Commission’s By-Laws shall be, and it hereby is, amended by adding the following sentence to the end of said Section 3:

“Except as otherwise required by law, Commissioners may participate, in whole or in part, in special meetings of the Board of Commissioners by telephone conference or other electronic means, and shall be counted for purposes of voting and determining whether a quorum is present for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings except that a quorum of the Board of Commissioners need not be physically present at the designated special meeting site.”

SECTION FOUR: Amendment to Section 5 of Article VI. Section 5, entitled “Emergency Meetings,” of Article VI, entitled “Meetings,” of the Commission’s By-Laws shall be, and it hereby is, amended by adding the following sentence to the end of said Section 5:

“Except as otherwise required by law, Commissioners may participate, in whole or in part, in emergency meetings of the Board of Commissioners by telephone conference or other electronic means, and shall be counted for purposes of voting and determining whether a quorum is present for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings except that a quorum of the Board of Commissioners need not be physically present at the designated emergency meeting site.”

SECTION FIVE: Amendment to Section 2 of Article VII. Section 2, entitled "Committees," of Article VII, entitled "Committees and Task Forces," of the Commission's By-Laws shall be, and it hereby is, amended by adding the following sentence to the end of said Section 2:

"Except as otherwise required by law, committee members may participate, in whole or in part, in regular, special, and emergency committee meetings by telephone conference or other electronic means, and shall be counted for purposes of voting and determining whether a quorum is present for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be."

SECTION SIX: Amendment to Section 5 of Article VII. Section 5, entitled "Task Forces," of Article VII, entitled "Committees and Task Forces," of the Commission's By-Laws shall be, and it hereby is, amended by adding the following sentence to the end of said Section 5:

"Except as otherwise required by law, task force members may participate, in whole or in part, in regular, special, and emergency task force meetings by telephone conference or other electronic means, and shall be counted for purposes of voting and determining whether a quorum is present for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be."

SECTION SEVEN: Repeal of Prior Prohibition on Electronic Participation. The motion adopted by the Board of Commissioners of the DuPage Water Commission on July 8, 2004, prohibiting electronic participation in Commission meetings shall be and it hereby is repealed and shall be of no further force or effect.

Ordinance No. O-18-04

SECTION EIGHT: 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-18-04.doc



DuPage Water Commission

MEMORANDUM

TO: Chairman Vondra and Commissioners

FROM: Robert L. Martin, P.E.
General Manager *[Handwritten Signature]*

DATE: October 4, 2004

SUBJECT: Purchase Order No. 8437

A copy of Purchase Order No. 8437 is not in the board package because the proposals for the design, furnishing, and installation of an upgraded meter test bench Programmable Logic Controller (PLC), including Automated Report Generation Operation, at the Commission's Meter Shop Facility will be received and opened on Tuesday, October 12, 2004. The bid results and a copy of Purchase Order No. 8437 for this budgeted item will be sent to you in your Tuesday supplemental packet.

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

ACPA0410
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

10/14/04

- a - Subject to submission of all contractually required documentation.
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ADT Security Services Inc.	79705241	09/11/04	Fire & Security Services: 10/01/04-12/31/04	WF-6622	WR	109.10	109.10
Aerex Pest Control	634922	09/23/04	Exterminator - Service Building: September 2004	WF-6622	WR	47.00	
Aerex Pest Control	634933	09/23/04	Exterminator - Pump & Motor Rooms: September 2004	WF-6622	WR	47.00	
Aerex Pest Control	635206	09/23/04	Exterminator - DPPS: September 2004	WF-6622	WR	50.00	144.00
Alliance Window Cleaning, Inc.	83122	09/17/04	Window Washing DPPS: September 2004	WF-6622	WR	164.00	164.00
Alpine Power Systems	2541-IN	09/09/04	PM Service on UPS System	WF-6399	WR	500.00	500.00
ALTO U.S., Inc.	RI 1775202	08/30/04	Repairs to Floor Scrubber	WF-6622	WR	381.97	381.97
Alvord, Burdick & Howson	86	09/30/04	Naperville Rd. to Diehl Rd.: 08/25/04-09/24/04	WF-7913	DSR	4,368.00	
Alvord, Burdick & Howson	86	09/30/04	Butterfield Rd. to Prairie Path: 08/25/04-09/24/04	WF-7913	DSR	8,583.31	
Alvord, Burdick & Howson	251	09/30/04	Butterfield to 75th St:08/25/04-09/24/04	WF-7913	DSR	7,716.00	
Alvord, Burdick & Howson	251	09/30/04	72" Transmission Main Cath. Protect: 08/25/04-09/24/04	WF-7913	DSR	5,304.00	
Alvord, Burdick & Howson	2004360	09/30/04	Dist. Fac. Update - GPS Tsk Odr. #17: 08/25/04-09/24/04	WF-6389	WR	18,308.63	
Alvord, Burdick & Howson	2004363	09/30/04	Blow-Off Valve Improvement Tsk Odr. #9: 08/25/04-09/24/04	WF-6389	WR	6,541.60	
Alvord, Burdick & Howson	2004364	09/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 08/25/04-09/24/04	WF-7913	DSR	1,574.45	
Alvord, Burdick & Howson	2004366	09/30/04	Hydraulic Model Verification: 08/25/04-09/24/04	WF-6389	WR	4,125.00	
Alvord, Burdick & Howson	2004367	09/30/04	Blow-Off Valve Imprvmt-2 Tsk Odr. #19: 08/25/04-09/24/04	WF-6389	WR	28,806.70	
Alvord, Burdick & Howson	2004368	09/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 08/25/04-09/24/04	WF-7913	DSR	44,490.86	
Alvord, Burdick & Howson	103 OT	08/31/04	72" / Rt. 83 (TIB-1) Tsk Ord. # 11: 07/25/04-08/24/04	WF-7913	DSR	670.71	
Alvord, Burdick & Howson	104 OT	09/30/04	72" / Rt. 83 (TIB-1) Tsk Ord. # 11: 08/25/04-09/24/04	WF-7913	DSR	1,928.28	132,417.54
American Water Works Assoc.	1000232755	09/27/04	Books and Publications	WF-6522	WR	251.50	251.50
AT&T	6308340100	08/25/04	Long Dist. Serv. DPPS: 07/25/04-08/25/04	WF-6514	WR	307.77	307.77
AT&T Wireless Service	150038750	08/28/04	Cellular Phone Serv.: 07/27/04-08/26/04	WF-6514	WR	100.69	
AT&T Wireless Service	150038750	09/28/04	Cellular Phone Serv.: 08/27/04-09/26/04	WF-6514	WR	99.19	199.88

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Avalon Petroleum Company	400308	09/01/04	Gasoline	WF-6642	WR	1,584.00	
Avalon Petroleum Company	448950	09/23/04	Gasoline	WF-6642	WR	1,688.00	3,272.00
Bank One	311806002454	09/02/04	Replenish I-PASS	WF-6131	WR	90.00	
Bank One	311806002454	09/02/04	Administrative Expense - Meetings	WF-6590	WR	378.45	468.45
Basic Chemical Solutions, LLC	SI4088165	09/15/04	Sodium Hypochlorite	WF-6613	WR	2,677.00	2,677.00
Bee Clean Specialties	410873	09/10/04	Clean & Service Smokeeater Air Cleaner	WF-6622	WR	65.00	65.00
Berkeley Auto Supply Inc.	105572	09/10/04	Maintenance Supplies	WF-6622	WR	193.44	193.44
Camp Dresser & McKee Inc.	80184187/5	08/27/04	DPPS Power Supply Design: 07/25/04-08/21/04	WF-7912	DSR	61,225.58	
Camp Dresser & McKee Inc.	80184985/3	09/15/04	Pipe Loop Testing: 08/08/04-09/04/04	WF-6389	WR	3,467.88	
Camp Dresser & McKee Inc.	80185513/6	09/23/04	DPPS Power Supply Design: 08/22/04-09/18/04	WF-7912	DSR	68,890.08	133,583.54
Cardiac Science, Inc.	530449	09/14/04	AED Training Electrodes	WF-6622	WR	89.50	89.50
CDW Government, Inc.	OM42871	08/27/04	SCADA/Instrumentation	WF-6624	WR	553.76	
CDW Government, Inc.	OO30657	09/02/04	LaserJet Printer & Memory for Printer	WF-6550	WR	1,073.99	
CDW Government, Inc.	OO37023	09/02/04	Viewsonic LCD Projector & Accessories	WF-6550	WR	2,348.99	
CDW Government, Inc.	OU67243	09/21/04	Portable Tripod Projector Screen	WF-6550	WR	125.77	4,102.51
Chicago Suburban Express Inc.	793902	09/02/04	Freight Charges on Maintenance Supplies	WF-6622	WR	44.20	44.20
Chicago Tribune	374810001	09/30/04	Employment Ads - September 2004	WF-6191	WR	9,381.50	9,381.50
Chicago, City of: Dept. of Water	Ltr.	09/01/04	Operation Costs Lex. Sta.:07/01/04-07/31/04	WF-6611	WR	27,525.11	
Chicago, City of: Dept. of Water	Ltr.	09/13/04	Operation Costs Lex. Sta.:08/01/04-08/31/04	WF-6611	WR	25,658.06	53,183.17
Chicago, City of: Dept. of Water	Ltr.	09/03/04	Electric Service: 06/29/04-08/02/04	WF-6611	WR	117,133.95	117,133.95

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Chicago, City of: Supt. of Wtr. Coll.	Ltr.	09/30/04	Water Supply: 09/01/04-09/30/04	WF-1910	WR	(778,459.38)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	09/30/04	Water Supply: 09/01/04-09/30/04	WF-6611	WR	3,892,296.90	3,113,837.52
Cintas First Aid & Safety	343241709	09/16/04	First Aid Supplies	WF-6622	WR	106.60	106.60
Commonwealth Edison	Various	09/27/04	CP Station: 08/27/04-09/27/04	WF-6612	WR	134.95	
Commonwealth Edison	Various	09/02/04	Meter Sta. Serv.: 08/04/04-09/02/04	WF-6612	WR	2,775.19	
Commonwealth Edison	Various	09/22/04	Remote Opr. Valve: 08/24/04-09/22/04	WF-6612	WR	592.98	
Commonwealth Edison	Various	09/28/04	Tank Site Serv: 08/30/04-09/28/04	WF-6612	WR	1,696.98	5,200.10
Constellation NewEnergy, Inc.	0297187001	09/24/04	DPPS Electric Service: 08/23/04-09/22/04	WF-6612	WR	172,118.55	172,118.55
Corrpro Companies, Inc.	J1113218	09/15/04	Rectifier for Tank Site #4 East Cathodic Protection	WF-6633	WR	4,800.00	
Corrpro Companies, Inc.	J1113219	09/15/04	Rectifier for Tank Site #1 Cathodic Protection	WF-6633	WR	4,800.00	9,600.00
CTE Engineers, Inc.	44140675.2000-7	09/08/04	Eng. Svcs - Reservoir Design: 07/31/04-08/27/04	WF-7912	DSR	105,838.06	
CTE Engineers, Inc.	44140734.2000-4	09/08/04	Eng. Svcs. - Pipe Storage Facility: 07/31/04-08/27/04	WF-7912	DSR	7,724.34	
CTE Engineers, Inc.	44140749.1000-3	09/08/04	Eng. Svcs. - UPS & PLC Systems: 07/31/04-08/27/04	WF-6389	WR	759.40	
CTE Engineers, Inc.	44140753.1000-1	08/05/04	Eng. Svcs. - Hydraulic Eval. of Dist. Sys.: 07/03/04-07/30/04	WF-6389	WR	1,569.67	
CTE Engineers, Inc.	44140753.1000-2	09/08/04	Eng. Svcs. - Hydraulic Eval. of Dist. Sys.: 07/31/04-08/27/04	WF-6389	WR	9,671.37	125,562.84
Culver, S.K. Co.	65344	09/13/04	Dehumidifier	WF-6633	WR	2,435.00	2,435.00
Danka Office Imaging	702047516	09/08/04	Quarterly Copier Service Agreement: 10/28/04-01/27/05	WF-6550	WR	279.00	279.00
Door Systems Inc.	0115388-IN	09/14/04	Furnish & Install Door - Tank Site 3	WF-6633	WR	2,795.00	
Door Systems Inc.	0574650-IN	09/14/04	Repairs to Overhead Door	WF-6622	WR	465.50	3,260.50
Downers Grove, Village of		09/29/04	Water Quality Loan - Draw # 11	WF-1932	ST	200,000.00	200,000.00
Elmhurst Memorial Hospital	21579	09/20/04	Adult CPR/AED Training	WF-6132	WR	600.00	600.00

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Elmhurst Plaza Standard, Inc.	14434	09/22/04	Diesel	WF-6642	WR	18.00	
Elmhurst Plaza Standard, Inc.	14818	09/23/04	Diesel	WF-6642	WR	16.63	
Elmhurst Plaza Standard, Inc.	17107	09/29/04	Vehicle Maintenance: M-149226	WF-6641	WR	19.50	
Elmhurst Plaza Standard, Inc.	19037	09/08/04	Diesel - Backhoe	WF-6642	WR	48.50	102.63
Excalibur Refreshment Concepts, Inc.	37671	09/01/04	Coffee	WF-6521	WR	68.85	
Excalibur Refreshment Concepts, Inc.	38466	09/30/04	Coffee	WF-6521	WR	112.65	181.50
Federal Express Corp.	7-615-79986	09/22/04	Messenger Service	WF-6532	WR	906.75	906.75
Glenbard Electric Supply, Inc.	1042638-01	09/10/04	Meter Station Maintenance	WF-6633	WR	34.23	
Glenbard Electric Supply, Inc.	1042748-01	09/17/04	Meter Station Maintenance	WF-6633	WR	297.50	331.73
Grainger	001-055400-4	09/14/04	Meter Station Maintenance	WF-6633	WR	1,819.59	
Grainger	001-981968-9	09/27/04	Meter Station Maintenance	WF-6633	WR	135.60	
Grainger	001-981968-9	09/27/04	SCADA/Instrumentation	WF-6624	WR	1,249.40	
Grainger	140-878640-6	09/10/04	Vehicle Maintenance	WF-6641	WR	439.19	3,643.78
Hach Company	3990442	09/03/04	SCADA/Instrumentation	WF-6624	WR	93.50	
Hach Company	4004789	09/16/04	Water Testing Supplies	WF-6614	WR	436.10	529.60
Holland & Knight		09/15/04	Legal Services: August 2004	WF-6251	WR	5,596.90	5,596.90
Home Depot	Various	09/21/04	Maintenance Supplies	WF-6622	WR	250.63	
Home Depot	Various	09/02/04	Meter Shop Supplies	WF-6623	WR	93.82	
Home Depot	6067558	09/02/04	Pipeline Supplies	WF-6633	WR	407.51	751.96
HSQ Technology	05-2188/6424	09/30/04	SCADA Support Service: 09/01/04-09/30/04	WF-6624	WR	495.00	495.00
ILGISA	2004391	07/02/04	ILGISA Annual Membership	WF-6540	WR	30.00	30.00

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Illinois Section AWWA	3014	09/03/04	Great Lakes Withdrawal Forum: R. Martin, T. McGhee	WF-6133	WR	190.00	
Illinois Section AWWA	3068	09/24/04	Illinois Utility Security Expo - J. Schori	WF-6132	WR	75.00	
Illinois Section AWWA	3096	10/01/04	2004 Illinois Utility Security Expo - T. McGhee	WF-6133	WR	75.00	340.00
Illinois State Police		09/02/04	Radio Communication Service: Oct. - Dec. 2004	WF-6641	WR	1,282.50	1,282.50
J.U.L.I.E.	08-04-0434	09/01/04	Utility Locates: August 2004	WF-6634	WR	5,364.65	5,364.65
John Deere Landscapes	5223471	09/16/04	Maintenance Supplies	WF-6622	WR	62.62	62.62
Joliet Junior College	354233	09/13/04	Basic Electrical Circuits Class - L. Sharp	WF-6132	WR	295.00	295.00
Lab Safety Supply	1005327788	09/27/04	Maintenance Supplies	WF-6622	WR	189.61	
Lab Safety Supply	1005327788	09/27/04	Water Testing Supplies	WF-6614	WR	151.61	
Lab Safety Supply	1005333828	09/28/04	Maintenance Supplies	WF-6622	WR	26.00	367.22
Legna Iron Works, Inc.	5369	08/10/04	Meter Station Maintenance	WF-6633	WR	4,250.00	4,250.00
Lesman Instrument Company	1/535840	09/17/04	Meter Station Maintenance	WF-6633	WR	632.73	632.73
McGhee, Terrance		10/01/04	IPWSOA Conference	WF-6132	WR	485.70	485.70
McMaster-Carr Supply Company	Various	09/10/04	Maintenance Supplies	WF-6622	WR	2,666.29	2,666.29
Mel's Ace Hardware	Various	09/08/04	Maintenance Supplies	WF-6622	WR	108.12	
Mel's Ace Hardware	01306680 76	09/21/04	Meter Station Maintenance	WF-6633	WR	1.43	
Mel's Ace Hardware	Various	09/29/04	Pipeline Maintenance Supplies	WF-6637	WR	47.10	156.65
Menards - Hillside	Various	09/27/04	Maintenance Supplies	WF-6622	WR	70.11	70.11
Micro Center	892273	09/07/04	Office Equipment Repairs	WF-6550	WR	39.94	39.94

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Morgan, J.P. Trust Company, N.A.	20040440373	09/21/04	2003 Revenue Bond Trustee Services: 09/01/03-08/31/04	WF-6233	WR	5,000.00	5,000.00
Naperville, City of	Various	09/23/04	Meter Sta. Service: 08/12/04-09/14/04	WF-6612	WR	259.96	259.96
National City	801727001	09/16/04	Investment Safekeeping Fees: 08/01/04-08/31/04	WF-6233	WR	929.50	929.50
National Waterworks	1663803	09/13/04	Meter Station Maintenance	WF-6633	WR	108.00	108.00
Network Technologies Group, LLC	20609	09/03/04	Corrosion Telemetry: 08/01/04-09/01/04	WF-6514	WR	40.56	40.56
Neuco Inc.	857668	09/20/04	Maintenance Supplies	WF-6622	WR	52.96	52.96
Nextel Communications	648652511	09/13/04	Cellular Phone Serv.: 08/09/04-09/08/04	WF-6514	WR	434.45	434.45
NICOR	2-38-82-32429	09/17/04	DPPS Service: 07/19/04-09/14/04	WF-6513	WR	378.20	378.20
Oakfield Ford	376751	09/30/04	Vehicle Maintenance: M-63636	WF-6641	WR	925.73	925.73
Olive Grove Landscaping, Inc.	7726	08/30/04	Landscape Mgmt Serv: August 2004	WF-6622	WR	4,242.50	
Olive Grove Landscaping, Inc.	7787	09/30/04	Landscape Mgmt Serv: September 2004	WF-6622	WR	4,537.50	
Olive Grove Landscaping, Inc.	7783	09/30/04	Landscape Maintenance	WF-6622	WR	400.00	9,180.00
Patrick Engineering Inc.	9593.A0-0000001	09/17/04	GIS Needs Assessment: 07/21/04-08/31/04	WF-6389	WR	20,045.00	20,045.00
Pitney Bowes Inc.	493286	09/05/04	Office Supplies	WF-6521	WR	262.89	
Pitney Bowes Inc.	5795233-SP04	09/13/04	Postage Meter Rental: 06/30/04-09/30/04	WF-6550	WR	597.00	859.89
PMA	77535	09/17/04	PMA Bank Analysis Reports	WF-6232	WR	625.00	625.00
Praxair Distribution Inc.	397744	08/27/04	One Year Lease for Oxygen & Acetylene Cylinders	WF-6622	WR	178.20	178.20
Quill Corporation	Various	09/30/04	Office Supplies	WF-6521	WR	1,298.24	1,298.24

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Red Wing Shoe Store	450000000634	09/30/04	Safety Shoes: B. Wegner, R. Sanchez	WF-6636	WR	339.98	339.98
Rental Max L.L.C.	05-319000-03	09/17/04	Concrete Vibrator - Rental	WF-6625	WR	58.00	58.00
Rossi Contractors, Inc.	30603	09/08/04	Insurance and Bonds for Contract QR-6/02	WF-6631	WR	19,500.00	19,500.00
Rossi Contractors, Inc.	TIB-1	09/27/04	Cont. TIB-1: Partial Invoice No. 6	WF-7500	DSR	1,083,027.26 (a)	
Rossi Contractors, Inc.	TIB-1	09/27/04	Cont. TIB-1: Partial Invoice No. 6	WF-3520	WR	(108,302.73) (a)	
Rossi Contractors, Inc.	TIB-1	09/27/04	Cont. TIB-1: Partial Invoice No. 6	WF-3530	WR	(2,760.00) (a)	971,964.53
Rossi Contractors, Inc.	TW-2	08/30/04	Cont. TW-2: Partial Invoice No. 38 FINAL	WF-7500	DSR	204,227.06 (a)	
Rossi Contractors, Inc.	TW-2	08/30/04	Cont. TW-2: Partial Invoice No. 38 FINAL	WF-3520	WR	514,776.87 (a)	719,003.93
Royal Graphics Printers	64211	09/29/04	Office Supplies	WF-6521	WR	386.48	386.48
Royal Office Products	340968	09/09/04	Office Supplies	WF-6521	WR	378.45	
Royal Office Products	357884	09/24/04	Office Supplies	WF-6521	WR	42.54	
Royal Office Products	362598	09/29/04	Office Supplies	WF-6521	WR	109.94	530.93
SBC	6308940725	09/04/04	Tank Site #1: 09/04/04-10/03/04	WF-6514	WR	20.32	
SBC	6308340100	09/22/04	Service DPPS:09/22/04-10/21/04	WF-6514	WR	594.47	
SBC	708Z096241	09/16/04	Backup Telemetry Serv: 09/16/04-10/15/04	WF-6514	WR	705.36	1,320.15
SBC Paging	2220004	09/01/04	Pager Service: 09/01/04-09/30/04	WF-6514	WR	98.60	98.60
Schweizer, Michael		09/22/04	Valve Test - TIB-1	WF-6131	WR	298.80	298.80

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Seeco Consultants, Inc.	12124	08/31/04	Material Testing - BOV-1: 07/16/04-08/15/04	WF-6389	WR	328.75 (a)	
Seeco Consultants, Inc.	12124	08/31/04	Material Testing - TW-2: 07/16/04-08/15/04	WF-7962	DSR	882.00 (a)	
Seeco Consultants, Inc.	12124	08/31/04	Material Testing - TIB-1: 07/16/04-08/15/04	WF-7962	DSR	2,019.00 (a)	
Seeco Consultants, Inc.	12163	09/29/04	Material Testing - BOV-1: 08/16/04-09/15/04	WF-6389	WR	1,372.50 (a)	
Seeco Consultants, Inc.	12163	09/29/04	Material Testing - TW-2: 08/16/04-09/15/04	WF-7962	DSR	677.58 (a)	
Seeco Consultants, Inc.	12163	09/29/04	Material Testing - TIB-1: 08/16/04-09/15/04	WF-7962	DSR	6,844.40 (a)	12,124.23
Skarshaug Testing Laboratory, Inc.	91702	09/23/04	Water Testing Supplies	WF-6614	WR	55.75	55.75
SkillPath Seminars	7963446	09/27/04	Managing People Workshop - John Schori	WF-6132	WR	399.00	399.00
Skyco Products, Inc.	2466	09/28/04	Meter Station Maintenance	WF-6633	WR	165.00	165.00
Slowinski, Bernadette S.		09/07/04	Contract Accounting Services: September 1 - 2, 2004	WF-6395	WR	540.00	540.00
Sooper Lube	Various	09/29/04	Vehicle Maintenance	WF-6641	WR	129.80	129.80
Specialty Mat Service	261572	09/06/04	Floor Mat Service: 09/06/04	WF-6622	WR	58.90	
Specialty Mat Service	263332	09/20/04	Floor Mat Service: 09/20/04	WF-6622	WR	58.90	117.80
SPI Energy Group	D-001-008	10/01/04	Electric Contract: 09/01/04-09/30/04	WF-6389	WR	4,462.50	
SPI Energy Group		09/01/04	Generation Project & Electric Contract: 08/01/04-08/31/04	WF-6389	WR	3,045.00	7,507.50
ThyssenKrupp Elevator Company	349553	10/01/04	Elevator Maintenance: 10/01/04-10/31/04	WF-6622	WR	232.84	232.84
Total Facility Maintenance, Inc.	115618	10/01/04	DPPS Cleaning Services: October 2004	WF-6622	WR	1,925.83	
Total Facility Maintenance, Inc.	115813	09/29/04	Janitorial Supplies	WF-6622	WR	418.64	2,344.47
Tree Towns Repro Service, Inc.	743723	09/30/04	Plan Reprints	WF-6634	WR	15.00	
Tree Towns Repro Service, Inc.	713271	07/13/04	Plan Reprints	WF-6634	WR	76.50	91.50
Triton Community College	76217	09/02/04	Basic Waterworks Operations Class: J. Vazquez	WF-6132	WR	350.00	350.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

ACPA0410
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

10/14/04

- a - Subject to submission of all contractually required documentation.
- 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
Unique Travel Service	114253	09/01/04	Valve Testing - TIB-1: M. Schweizer	WF-6131	WR	582.20	582.20
United Radio Communications	11493300	08/31/04	Provide & Install Radio - M-149226	WF-6641	WR	801.95	
United Radio Communications	11518200	08/31/04	Portable Radio Batteries	WF-6641	WR	229.40	
United Radio Communications	11518200	08/31/04	Portable Radio Antennas, Belt Clips	WF-6952	WR	305.75	
United Radio Communications	11593500	09/29/04	Portable Radios	WF-6952	WR	670.00	2,007.10
United Visual	65207	09/21/04	Movie Screen & Carpeted Podium Rental	WF-6590	WR	55.00	55.00
USABlueBook	863170	09/10/04	Pumping Operations Supplies	WF-6621	WR	1,524.06	
USABlueBook	863170	09/10/04	Maintenance Supplies	WF-6622	WR	18.70	1,542.76
Verizon Wireless	504976418	09/08/04	Cellular Phone Serv.: 09/09/04-10/08/04	WF-6514	WR	67.10	
Verizon Wireless	505077564	09/11/04	Cellular Phone Serv.: 09/12/04-10/11/04	WF-6514	WR	35.87	102.97
Viking Office Products	823712355	08/27/04	Office Supplies	WF-6521	WR	111.40	111.40
Villa Park Material Co., Inc.	53001	09/17/04	Maintenance Supplies	WF-6622	WR	366.00	366.00
Villa Park Office Equipment	8377	09/27/04	Metal Storage Cabinets, Vertical File Cabinet	WF-6550	WR	854.00	854.00
VirchowKrause & Co.	VK64629	09/27/04	Professional Services: High/Low Analysis Calculations	WF-6232	WR	4,765.00	4,765.00
Waste Management North	1077857-2008-0	10/01/04	Refuse Disposal	WF-6622	WR	170.65	170.65
West	807279967	09/01/04	Westlaw: 08/01/04-08/31/04	WF-6522	WR	243.95	243.95
Total Accounts Payable							5,908,929.40

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
10/14/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 09/01/04-09/30/04	3,113,837.52	3,113,837.52	52.697%
Rossi Contractors, Inc.	Cont. TIB-1: Partial Invoice No. 6	971,964.53	4,085,802.05	69.146%
Rossi Contractors, Inc.	Cont. TW-2: Partial Invoice No. 38 FINAL	719,003.93	4,804,805.98	81.314%
Downers Grove, Village of	Water Quality Loan - Draw # 11	200,000.00	5,004,805.98	84.699%
Constellation NewEnergy, Inc.	DPPS Electric Service: 08/23/04-09/22/04	172,118.55	5,176,924.53	87.612%
Camp Dresser & McKee Inc.	DPPS Power Supply Design, Pipe Loop Testing	133,583.54	5,310,508.07	89.873%
Alvord, Burdick & Howson	Engineering Services	132,417.54	5,442,925.61	92.114%
CTE Engineers, Inc.	Eng. Svcs. - Reserv. Design, Pipe Storage, UPS & PLC, Hyd. Eval.	125,562.84	5,568,488.45	94.239%
Chicago, City of: Dept. of Water	Electric Service: 06/29/04-08/02/04	117,133.95	5,685,622.40	96.221%
Chicago, City of: Dept. of Water	Operation Costs Lex. Sta.: 07/01/04-08/31/04	53,183.17	5,738,805.57	97.121%
Patrick Engineering Inc.	GIS Needs Assessment: 07/21/04-08/31/04	20,045.00	5,758,850.57	97.460%
Rossi Contractors, Inc.	Insurance and Bonds for Contract QR-6/02	19,500.00	5,778,350.57	97.790%
Seeco Consultants, Inc.	Material Testing - TIB-1, BOV-1, TW-2	12,124.23	5,790,474.80	97.995%
Corpro Companies, Inc.	Rectifier for Tank Site #1 & 4 East Cathodic Protection	9,600.00	5,800,074.80	98.158%
Chicago Tribune	Employment Ads - September 2004	9,381.50	5,809,456.30	98.317%
Olive Grove Landscaping, Inc.	Landscape Maintenance & Landscape Mgmt. Serv: Aug. & Sept. 2004	9,180.00	5,818,636.30	98.472%
SPI Energy Group	Generation Project & Electric Contract: 08/01/04-09/30/04	7,507.50	5,826,143.80	98.599%
Holland & Knight	Legal Services: August 2004	5,596.90	5,831,740.70	98.694%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 10/14/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
J.U.L.I.E.	Utility Locates: August 2004	5,364.65	5,837,105.35	98.784%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	5,200.10	5,842,305.45	98.872%
Morgan, J.P. Trust Company, N.A.	2003 Revenue Bond Trustee Services: 09/01/03-08/31/04	5,000.00	5,847,305.45	98.957%
VirchowKrause & Co.	Professional Services: High/Low Analysis Calculations	4,765.00	5,852,070.45	99.038%
Legna Iron Works, Inc.	Meter Station Maintenance	4,250.00	5,856,320.45	99.110%
CDW Government, Inc.	Projector, Screen & Access.; Printer; SCADA/Instrumentation	4,102.51	5,860,422.96	99.179%
Grainger	Vehicle & Meter Station Maintenance, SCADA Instrumentation	3,643.78	5,864,066.74	99.241%
Avalon Petroleum Company	Gasoline	3,272.00	5,867,338.74	99.296%
Door Systems Inc.	Repairs to Overhead Door; Furnish & Install Door Tank Site 3	3,260.50	5,870,599.24	99.351%
Basic Chemical Solutions, LLC	Sodium Hypochlorite	2,677.00	5,873,276.24	99.397%
McMaster-Carr Supply Company	Maintenance Supplies	2,666.29	5,875,942.53	99.442%
Culver, S.K. Co.	Dehumidifier	2,435.00	5,878,377.53	99.483%
Total Facility Maintenance, Inc.	Janitorial Supplies & DPPS Cleaning Services: October 2004	2,344.47	5,880,722.00	99.523%
United Radio Communications	Portable Radios & Accessirues	2,007.10	5,882,729.10	99.557%
USABlueBook	Maintenance & Pumping Operations Supplies	1,542.76	5,884,271.86	99.583%
SBC	Backup Telemetry Service, Tank Site, Service DPPS	1,320.15	5,885,592.01	99.605%
Quill Corporation	Office Supplies	1,298.24	5,886,890.25	99.627%
Illinois State Police	Radio Communication Service: Oct. - Dec. 2004	1,282.50	5,888,172.75	99.649%
National City	Investment Safekeeping Fees: 08/01/04-08/31/04	929.50	5,889,102.25	99.664%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 10/14/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Oakfield Ford	Vehicle Maintenance: M-63636	925.73	5,890,027.98	99.680%
Federal Express Corp.	Messenger Service	906.75	5,890,934.73	99.695%
Pitney Bowes Inc.	Postage Meter Rental: 06/30/04-09/30/04, Office Supplies	859.89	5,891,794.62	99.710%
Villa Park Office Equipment	Metal Storage Cabinets, Vertical File Cabinet	854.00	5,892,648.62	99.724%
Home Depot	Pipeline, Meter Shop & Maintenance Supplies	751.96	5,893,400.58	99.737%
Lesman Instrument Company	Meter Station Maintenance	632.73	5,894,033.31	99.748%
PMA	PMA Bank Analysis Reports	625.00	5,894,658.31	99.758%
Elmhurst Memorial Hospital	Adult CPR/AED Training	600.00	5,895,258.31	99.769%
Unique Travel Service	Valve Testing - TIB-1: M. Schweizer	582.20	5,895,840.51	99.778%
Slowinski, Bernadette S.	Contract Accounting Services: September 1 - 2, 2004	540.00	5,896,380.51	99.788%
Royal Office Products	Office Supplies	530.93	5,896,911.44	99.797%
Hach Company	Water Testing Supplies, SCADA Instrumentation	529.60	5,897,441.04	99.806%
Alpine Power Systems	PM Service on UPS System	500.00	5,897,941.04	99.814%
HSQ Technology	SCADA Support Service: 09/01/04-09/30/04	495.00	5,898,436.04	99.822%
McGhee, Terrance	IPWSOA Conference	485.70	5,898,921.74	99.831%
Bank One	Administrative Expense - Meetings, Replenish I-PASS	468.45	5,899,390.19	99.839%
Nextel Communications	Cellular Phone Serv.: 08/09/04-09/08/04	434.45	5,899,824.64	99.846%
SkillPath Seminars	Managing People Workshop - John Schori	399.00	5,900,223.64	99.853%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
10/14/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Royal Graphics Printers	Office Supplies	386.48	5,900,610.12	99.859%
ALTO U.S., Inc.	Repairs to Floor Scrubber	381.97	5,900,992.09	99.866%
NICOR	DPPS Service: 07/19/04-09/14/04	378.20	5,901,370.29	99.872%
Lab Safety Supply	Maintenance & Water Testing Supplies	367.22	5,901,737.51	99.878%
Villa Park Material Co., Inc.	Maintenance Supplies	366.00	5,902,103.51	99.884%
Triton Community College	Basic Waterworks Operations Class: J. Vazquez	350.00	5,902,453.51	99.890%
Illinois Section AWWA	Ill. Utility Security Expo., Great Lakes Withdrawal Forum	340.00	5,902,793.51	99.896%
Red Wing Shoe Store	Safety Shoes: B. Wegner, R. Sanchez	339.98	5,903,133.49	99.902%
Glenbard Electric Supply, Inc.	Meter Station Maintenance	331.73	5,903,465.22	99.908%
AT&T	Long Dist. Serv. DPPS: 07/25/04-08/25/04	307.77	5,903,772.99	99.913%
Schweizer, Michael	Valve Test - TIB-1	298.80	5,904,071.79	99.918%
Joliet Junior College	Basic Electrical Circuits Class - L. Sharp	295.00	5,904,366.79	99.923%
Danka Office Imaging	Quarterly Copier Service Agreement: 10/28/04-01/27/05	279.00	5,904,645.79	99.928%
Naperville, City of	Meter Sta. Service: 08/12/04-09/14/04	259.96	5,904,905.75	99.932%
American Water Works Assoc.	Books and Publications	251.50	5,905,157.25	99.936%
West	Westlaw: 08/01/04-08/31/04	243.95	5,905,401.20	99.940%
ThyssenKrupp Elevator Company	Elevator Maintenance: 10/01/04-10/31/04	232.84	5,905,634.04	99.944%
AT&T Wireless Service	Cellular Phone Serv.: 07/27/04-09/26/04	199.88	5,905,833.92	99.948%
Berkeley Auto Supply Inc.	Maintenance Supplies	193.44	5,906,027.36	99.951%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 10/14/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Excalibur Refreshment Concepts, Inc.	Coffee	181.50	5,906,208.86	99.954%
Praxair Distribution Inc.	One Year Lease for Oxygen & Acetylene Cylinders	178.20	5,906,387.06	99.957%
Waste Management North	Refuse Disposal	170.65	5,906,557.71	99.960%
Skyco Products, Inc.	Meter Station Maintenance	165.00	5,906,722.71	99.963%
Alliance Window Cleaning, Inc.	Window Washing DPPS: September 2004	164.00	5,906,886.71	99.965%
Mel's Ace Hardware	Pipeline & Maintenance Supplies, Meter Station Maintenance	156.65	5,907,043.36	99.968%
Aerex Pest Control	Exterminator - DPPS, Serv. Bldg, Pump & Motor Rm: Sept. '04	144.00	5,907,187.36	99.971%
Sooper Lube	Vehicle Maintenance	129.80	5,907,317.16	99.973%
Specialty Mat Service	Floor Mat Service: Sept. 2004	117.80	5,907,434.96	99.975%
Viking Office Products	Office Supplies	111.40	5,907,546.36	99.977%
ADT Security Services Inc.	Fire & Security Services: 10/01/04-12/31/04	109.10	5,907,655.46	99.978%
National Waterworks	Meter Station Maintenance	108.00	5,907,763.46	99.980%
Cintas First Aid & Safety	First Aid Supplies	106.60	5,907,870.06	99.982%
Verizon Wireless	Cellular Phone Service	102.97	5,907,973.03	99.984%
Elmhurst Plaza Standard, Inc.	Diesel, Vehicle Maintenance	102.63	5,908,075.66	99.986%
SBC Paging	Pager Service: 09/01/04-09/30/04	98.60	5,908,174.26	99.987%
Tree Towns Repro Service, Inc.	Plan Reprints	91.50	5,908,265.76	99.989%
Cardiac Science, Inc.	AED Training Electrodes	89.50	5,908,355.26	99.990%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Sep-04 TO 06-Oct-04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 10/14/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Menards - Hillside	Maintenance Supplies	70.11	5,908,425.37	99.991%
Bee Clean Specialties	Clean & Service Smokeeater Air Cleaner	65.00	5,908,490.37	99.993%
John Deere Landscapes	Maintenance Supplies	62.62	5,908,552.99	99.994%
Rental Max L.L.C.	Concrete Vibrator - Rental	58.00	5,908,610.99	99.995%
Skarshaug Testing Laboratory, Inc.	Water Testing Supplies	55.75	5,908,666.74	99.996%
United Visual	Movie Screen & Carpeted Podium Rental	55.00	5,908,721.74	99.996%
Neuco Inc.	Maintenance Supplies	52.96	5,908,774.70	99.997%
Chicago Suburban Express Inc.	Freight Charges on Maintenance Supplies	44.20	5,908,818.90	99.998%
Network Technologies Group, LLC	Corrosion Telemetry: 08/01/04-09/01/04	40.56	5,908,859.46	99.999%
Micro Center	Office Equipment Repairs	39.94	5,908,899.40	99.999%
ILGISA	ILGISA Annual Membership	30.00	5,908,929.40	100.000%
Total Accounts Payable		5,908,929.40		