

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 JULY 2004 REGULAR MEETING OF THE DU PAGE WATER COMMISSION WILL BE HELD AT 9:00 A.M. ON THURSDAY, JULY 8, 2004, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED JULY 2004 REGULAR MEETING IS AS FOLLOWS:

AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, JULY 8, 2004
9:00 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
 - Regular Meeting of June 10, 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- IV. Treasurer's Report – June 2004
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- V. Committee Reports
 - A. Administration Committee
 - 1. Report of 7/8/04 Meeting
 - 2. Actions on Items Listed on 7/8/04 Administration Committee Agenda
 - B. Engineering & Construction Committee
 - 1. Report of 7/8/04 Meeting
 - 2. Actions on Items Listed on 7/8/04 Engineering & Construction Committee Agenda

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

C. Finance Committee

1. Report of 7/8/04 Meeting
2. Actions on Items Listed on 7/8/04 Finance Committee Agenda

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

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

- A. Ordinance O-16-04: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities by and between the DuPage Water Commission and the Village of Lombard

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

- B. Resolution R-34-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the July 8, 2004 DuPage Water Commission Meeting

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

- C. Resolution R-35-04: A Resolution Approving Rider No. 3 to the Standard Form of Agreement Between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Engineering Services

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

- D. Resolution R-36-04: A Resolution Approving Change Order No. 13 to Contract BOV-1/02 at the July 8, 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)

- E. Resolution R-37-04: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the July 8, 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)

- F. Resolution R-38-04: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Patrick Engineering, Inc. for Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) Planning 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)

IX. Old Business

- A. Summary of Action Taken Since Previous Meeting

- B. Darien Drainage Issue

X. New Business

XI. Accounts Payable

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

XII. Public Comments

XIII. Executive Session

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON THURSDAY, JUNE 10, 2004
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

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

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

Commissioners absent: W. Murphy

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

Commissioner Ferraro moved to open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Financial Administrator reported that notice of the Public Hearing was published on May 10, 2004, and the draft Annual Budget and Appropriation Ordinance had been on file and available for public inspection for 30 days as required by law. There were no comments from the audience.

Commissioner Mueller moved to close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Noting it was the Financial Administrator's last Board meeting, Chairman Vondra commended Richard H. Skiba, Jr. for his many years of exemplary service to the Commission. Commissioner Poole reiterated Chairman Vondra's comments, noting the standard of excellence that Mr. Skiba displayed during their 12 years of service together on the Finance Committee.

PUBLIC COMMENTS

Bill Lichter, Village Manager of Lombard, read the following prepared statement:

"My name is Bill Lichter and I am the Village Manager of Lombard. At the Commission's meeting of May 13th, Chairman Vondra indicated that he had named Commissioners Poole and Wilcox to work with staff in developing initial recommendations regarding a methodology for addressing the issue of subsequent customer rates. Chairman Vondra also noted that the full Commission would then consider those recommendations at a special meeting.

The methodology for determining subsequent customer rates has been a topic of discussion for many months. In order to bring this issue to some conclusion, I would ask that the working group of Commissioner Poole, Commissioner Wilcox, and staff proceed as expeditiously as possible in developing its initial recommendations so that the full Commission can take up the issue of subsequent customer rates in the relatively near future. I would also ask that the deliberations of the working group be as open as possible, that reports and other pertinent information under consideration by the working group be made available to all interested parties, and that the working group permit public input through an open meeting process as it considers various alternatives in preparing its recommendations to the Commission. Finally, I would request that the working group provide monthly status reports to the full Water Commission as its work moves along.

Thank you for considering these requests, and I look forward to following the progress of the working group in the coming weeks."

In response to Mr. Lichter's statement, Chairman Vondra clarified that the working group referred to by Mr. Lichter was mainly intended to collate the information received from the various consultants and organize an approach for consideration by the Board of the information supplied.

Commissioner Wilcox moved to approve the Minutes of the May 13, 2004 Regular Meeting, First Regular Executive Session Meeting, and Second Regular Executive Session Meeting of the DuPage Water Commission as a group. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Treasurer Thorn presented the Treasurer's Report. The Treasurer's Report for the month of May 2004 showed receipts of \$6,243,439.24, disbursements of \$18,511,775.92 and a cash and investment balance of \$177,962,870.04.

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

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Hartwig

Commissioner Hartwig reported the Committee discussed the establishment of a "Mission Statement" as requested by Commissioner Chaplin, and that the Committee would be ready to present its recommendation to the full Board at the August 2004 meeting. With respect to Commissioner Chaplin's request that staff periodically issue press releases concerning actions taken, projects completed, projects started, and other items of interest, it was the recommendation of the Administration Committee, and the consensus of the Commissioners present, that it would be more useful for staff to issue a brief statement of the actions taken at each meeting which could be shared with Commission customers, the County, and the press.

Commissioner Hartwig reported the Administration Committee's comments on the organization chart prepared by the General Manager, noting some discussion as to whether it would be more appropriate for the proposed Human Resources/Training Coordinator to report to the General Manager (or the Manager of Water Operations) rather than the Financial Administrator because of the predominantly technical background of Commission personnel, and whether the Board should establish/sanction the various positions within the organizational chart and/or the total number of personnel to be employed. Commissioner Hartwig noted the Administration Committee had no concerns with respect to the need for a new Manager of Water Operations and a Human Resources/Training Coordinator, but wanted more information on the other new positions. Chairman Vondra also noted the matter was being discussed in the Finance Committee and suggested it would be more efficient if the General Manager were to prepare a more detailed memorandum concerning the need for and estimated cost of the newly-created positions.

With respect to using an executive search firm for the recruitment of the Manager of Water Operations and the Human Resources/Training Coordinator, Commissioner Hartwig noted the Administration Committee recommended that The PAR Group – Paul A. Reaume, Ltd. be retained to provide such services in light of the Commission's current circumstance of having new hires in key administrative staff positions.

Commissioner Hartwig moved to authorize the General Manager to engage The PAR Group – Paul A. Reaume, Ltd. per their proposal dated May 25, 2004. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy

Engineering Committee – Report by Commissioner Wilcox

Commissioner Wilcox reported that the Engineering Committee discussed the Contract TW-3 project and recommended putting the project on hold until it can be reevaluated. Commissioner Wilcox noted that staff, with the assistance of an engineering firm to be retained for such purposes, will re-analyze all alternatives including eliminating the project in its entirety, and that no further design work will be performed on the project until the results of the re-evaluation have been reported to the Board. Commissioner Hartwig agreed with the recommendations of the Engineering Committee but added the General Manager should also meet with the managers and engineers of the affected communities to obtain their input on the project. Commissioner Mathews agreed with both sets of recommendations but added the General Manager should also be prepared to make recommendations concerning capital improvement priorities and five-year plan updates for discussion by the Board as requested in his letter dated May 21, 2004.

Finance Committee – Report by Commissioner Poole

The Finance Committee reviewed the May financial statements and the Accounts Payable and recommended their approval. The Finance Committee also reviewed the arbitrage rebate contract.

Commissioner Poole moved to accept the May 27, 2004 engagement letter with Chapman and Cutler for arbitrage rebate calculation services on outstanding 2003 DuPage Water Commission Water Revenue Bonds for an annual fee of \$2,000.00. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy

On the matter of liability and property insurance renewals, the Finance Committee recommended the insurance be renewed using the Commission's existing broker and the matter of re-bidding brokers be left for consideration next year.

Commissioner Poole moved to direct staff to proceed with the liability and property insurance renewals using the Commission's existing broker of record. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Minutes of the 6/10/04 Meeting

Commissioner Poole noted that staff will be contacting PMA, the Commission's local investment program consultant, to review the financial strength of United Community Bank in connection with that bank's request to participate in the program. Commissioner Poole also noted that, to facilitate the personnel reorganization, and in recognition that such reorganization will likely exceed the personnel budget, the factor applied to operating expenses in the Appropriation Ordinance for FY 2005 (Ordinance No. O-13-04) is 125% of budget, with a factor of 150% applied to construction outlays.

CHAIRMAN'S REPORT

Chairman Vondra reported the survey results favored changing the Board meetings for the months of July and August to breakfast morning meetings, with Committee meetings starting at 8:00 a.m., followed by 9:00 a.m. Board meetings.

Commissioner Ferraro moved to change the starting times of the July and August 2004 Committee and Board meetings to 8:00 a.m. and 9:00 a.m., respectively. Seconded by Commissioner Mathews and approved by a Voice Vote.

Majority voted aye, with Commissioner Benson voting no. Motion carried.

Chairman Vondra reported that Chairman Vondra, Commissioner Mathews and General Manager Robert Martin met with Greenberg Traurig, which Commissioner Mathews summarized as follows:

- The bulk of the meeting was spent providing Commissioner Mathews with historical background on the C-Factor issue.
- The City of Chicago has developed a loop testing program of its own, which is in the second quarter of testing.
- Greenberg Traurig does represent the City of Chicago in non-Commission matters and did represent, before being hired by the Commission, DuPage County in connection with Commission matters.
- Greenberg Traurig will give the Commission a credit on the retainer services for the months of June and July, while the Commission is waiting for the results of the calibration study.

OMNIBUS VOTE AGENDA

Commissioner Benson 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 Wilcox and unanimously approved by a Roll Call Vote:

Majority Omnibus Vote

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

Nays: None

Minutes of the 6/10/04 Meeting

Absent: W. Murphy

Item 1: Ordinance O-13-04: Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005—"Majority Omnibus Vote"

Item 2: Ordinance O-14-04: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County—"Majority Omnibus Vote"

Item 3: Ordinance O-15-04: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Contract TIB-1 Inner Belt Transmission Main Pipeline Easement Agreement with the City of Elmhurst—"Majority Omnibus Vote"

Item 4: Resolution R-32-04: A Resolution Awarding a Contract for Soils and Materials Testing Services—"Majority Omnibus Vote"

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

Super/Special Majority Omnibus Vote

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

Nays: None

Absent: W. Murphy

Item 1: Resolution R-31-04: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the June 10, 2004, DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

Item 2: Resolution R-33-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the June 10, 2004 DuPage Water Commission Meeting—"Super/Special Majority Omnibus Vote"

OLD BUSINESS

Commissioner Benson suggested that instead of purchasing the Lexington Pump Station, the Commission consider entering into a maintenance agreement with the City of Chicago that requires, and identifies with specificity, enhanced maintenance responsibilities. Chairman Vondra advised that whether the Commission should purchase the Lexington Pump Station is a topic that should be reserved for discussion in Executive Session.

Minutes of the 6/10/04 Meeting

Commissioner Wilcox moved to table consideration of the following items of Old Business on the Agenda:

1. Resolution R-29-04: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Regarding Work in the Village
2. Resolution R-30-04: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Phase I of the TW-3 West Transmission Main (Contract TW-3/04 Phase I)
3. Purchase Order No. 8092 in the amount of \$47,128.00 to Olson Technologies

Seconded by Commissioner Ferraro and approved by a Voice Vote.

Majority voted aye, with Commissioner Chaplin voting no. Motion carried.

Chairman Vondra noted that staff will address the concerns raised by Commissioner Chaplin in her letter dated May 17, 2004, at the same time as the results of the Contract TW-3 project re-evaluation and the capital improvement priorities and five-year plan updates requested by Commissioner Mathews were addressed; presumably in a committee of the whole or special meeting format. Commissioner Poole distributed various maps and plats that he requested be considered as part of the Contract TW-3 project re-evaluation.

NEW BUSINESS

Commissioner Wilcox moved to confirm Chairman Vondra's appointment of a single indivisible slate of Commissioners to serve as Vice-Chairman and on the Committees, as Chair or otherwise, set forth in Chairman Vondra's memorandum dated June 3, 2004, to the Commissioners, for a term expiring at the conclusion of the June 2005 regular meeting of the Board of Commissioners or, with respect to the Vice-Chairman of the Commission, for a term expiring April 30, 2006, or until their successors are duly appointed and confirmed. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Benson moved to approve the revised Accounts Payable in the amount of \$19,105,064.61, 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, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: W. Murphy

Minutes of the 6/10/04 Meeting

Commissioner Mueller moved to readjust and establish the retirement date under Resolution R-29-03 for Financial Administrator Richard Skiba, Jr., to June 30, 2004.
Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy

Commissioner Wilcox moved to adjourn the meeting at 8:30 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DuPage Water Commission

MEMORANDUM

TO: Robert Martin, General Manager

FROM: Cheryl Pattelli, Financial Administrator

DATE: July 2, 2004

SUBJECT: Treasurer's and Financial Reports – June 30, 2004


Because of the short, 2-day time period available for closing, the Treasurer's and Financial Reports will not be complete until Tuesday, July 6th. These reports will be delivered overnight to the Board members for receipt on Wednesday.

Thank you.

H:\Accounting\Correspondence\RS FIN RPT 2004.06 extension.doc

DATE: July 2, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	An Ordinance Approving and Authorizing the Execution of a First Amendment to the Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities by and between the DuPage Water Commission and the Village of Lombard Ordinance No. O-16-04	APPROVAL	
<p>Pursuant to Ordinance No. O-6-04, the Village of Lombard and the Commission entered into an agreement to provide the Village with an additional point of connection to the Commission's Waterworks System. Because the Village will be constructing its connection facilities in substantially the same locations as the Commission connection facilities, the Village requested that the agreement be amended to allow the Village, instead of the Commission, to design and construct the bulk of the Commission's connection facilities to avoid duplication of construction activities and unnecessary public disruption.</p> <p>Though the Commission has rarely allowed a customer to build Commission connection facilities, safeguards have been added to the otherwise model agreement to assure sufficient Commission oversight and quality control.</p>			
MOTION: Move to adopt Ordinance No. O-16-04.			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-16-04

AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT CONCERNING THE CONSTRUCTION AND OPERATION OF A JOINT
FACILITY AND OTHER CONNECTION FACILITIES BETWEEN THE DuPAGE
WATER COMMISSION AND THE VILLAGE OF LOMBARD

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

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the "Commission Waterworks System"); and

WHEREAS, the Village of Lombard (the "Village") owns and operates a water distribution system (the "Village Water System"), which system is supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract dated as of June 11, 1986, with the Commission, and which system is connected at four points to the Commission Waterworks System; and

WHEREAS, pursuant to Ordinance No. O-6-04, adopted March 11, 2004, the Commission and the Village entered into an Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities to provide an additional point of connection between the Commission Waterworks System and the Village Water System, which additional point of connection will be designed and constructed as a Joint Facility (the "Joint Facility Agreement"); and

WHEREAS, the Village is proceeding with the design and construction of extensions to the Village Water System to connect the Village Water System to the Joint Facility,

which extensions will be located in substantially the same locations as the extensions to the Commission Waterworks System needed to connect the Commission Waterworks System to the Joint Facility; and

WHEREAS, the Village requested that the Joint Facility Agreement be amended to provide for the Joint Facility and a portion of the extensions to the Commission Waterworks System to be designed and constructed by the Village, instead of the Commission, to avoid duplication of construction activities and unnecessary public disruption;

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

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

SECTION TWO: A First Amendment to the Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities by and between the DuPage Water Commission and the Village of Lombard, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The Chairman and the Clerk of the DuPage Water Commission shall be and they hereby are authorized and directed to execute and attest, respectively, the First Amendment to the Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities, in substantially the form attached hereto as Exhibit 1, with such modifications as may be required or approved by the General Manager; provided, however, that the First Amendment shall not be so

executed nor attested on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies of the First Amendment executed by the Village of Lombard.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the First Amendment, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the Commissioners appointed by the County Board Chairman and 40% of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Ordinance No. O-16-04

EXHIBIT 1

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
CONCERNING THE CONSTRUCTION AND OPERATION OF
A JOINT FACILITY AND OTHER CONNECTION FACILITIES

THIS FIRST AMENDMENT, made and entered into this _____ day of _____, 2004, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"),

WITNESSETH:

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

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan (the "Commission Waterworks System"); and

WHEREAS, the Village owns and operates a water distribution system (the "Village Water System"), which system is supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract dated as of June 11, 1986 (the "Charter Customer Contract") with the Commission, and which system is connected at four points to the Commission Waterworks System; and

WHEREAS, the Commission and the Village entered into an Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities to provide an additional point of connection between the Commission

Waterworks System and the Village Water System, which additional point of connection will be designed and constructed as a Joint Facility (the "Joint Facility Agreement"); and

WHEREAS, the Village is proceeding with the design and construction of extensions to the Village Water System to connect the Village Water System to the Joint Facility, which extensions will be located in substantially the same locations as the extensions to the Commission Waterworks System needed to connect the Commission Waterworks System to the Joint Facility; and

WHEREAS, the Village requested that the Joint Facility Agreement be amended to provide for the Joint Facility and a portion of the extensions to the Commission Waterworks System to be designed and constructed by the Village, instead of the Commission, to avoid duplication of construction activities and unnecessary public disruption;

NOW, THEREFORE, it is agreed by and between the Commission and the Village as follows:

1. Amendment to Subsection 2C. The introductory clause to Subsection 2C of Section 2, entitled "Construction and Operation of the Joint Facility and Other Connection Facilities," of the Joint Facility Agreement shall be and it hereby is amended in its entirety so that the introductory clause to said Subsection 2C shall hereafter be and read as follows:

"C. For purposes of this Agreement, the "Connection Facilities" shall mean the portions of the Commission Waterworks System constructed by the Commission and the Village to initially connect MS-14e to the existing Commission Waterworks System, which facilities are depicted in the conceptual plans attached as Exhibit B to this Agreement. The Connection Facilities include, among other items, the following:"

2. Amendment to Subsection 2D. Subsection 2D of Section 2, entitled "Construction and Operation of the Joint Facility and Other Connection Facilities," of the

Joint Facility Agreement shall be and it hereby is amended in its entirety so that said Subsection 2D shall hereafter be and read as follows:

“D. The Village shall be solely responsible for the costs in designing the Joint Facility and the Connection Facilities.

It is understood that the Commission will be the contracting party with the design engineer for the Phase I Pipeline Facilities under a task order to its April 13, 2000, Master Engineering Agreement with Alvord, Burdick & Howson, L.L.C., and the Commission will administer the task order for the benefit of both the Commission and the Village.

It is understood that the Village will be the contracting party with the design engineer for the Joint Facility and the Phase II Pipeline Facilities, and the Village will administer the design contract for the benefit of both the Commission and the Village. The engineering design, plans, and specifications for the Metering Station and the Phase II Pipeline Facilities shall incorporate the design criteria, standards, and base technical specifications and details provided by the Commission, including without limitation requirements for separation of high and low voltage cables in different conduits, separation of conduits and rebar before concrete pours, and 10” Turbo maximum size meters manufactured by Sensus only, as such design criteria, standards, and base technical specifications and details provided by the Commission may be supplemented with additional technical specifications as may be required for the Joint Facility and the Phase II Pipeline Facilities. 30%, 60%, 90%, and 100% final engineering design, plans, and specifications for the Metering Station and the Phase II Pipeline Facilities shall be submitted to the Commission for review and approval by the Commission and/or its consulting engineers. The Village will consult with the Commission to keep the Commission advised as to the progress of the design work and to address issues of mutual concern regarding the details of such design work.

The final design of the Joint Facility and the Connection Facilities shall be subject to the review of both the Commission and the Village and subject to the approval of the Commission to the extent of the Metering Station and the Pipeline Facilities, the Village to the extent of the Village PAS, and both the Commission and the Village to the extent of the common areas of the Joint Facility. For the purposes of this Agreement, the common areas of the Joint Facility shall include those portions of the Joint Facility, such as the structure and area grounds, which serve the needs of both the Commission and the Village.”

3. Amendment to Subsection 2E. Subsection 2E of Section 2, entitled “Construction and Operation of the Joint Facility and Other Connection Facilities,” of the Joint Facility Agreement shall be and it hereby is amended in its entirety so that said Subsection 2E shall hereafter be and read as follows:

"E. The Village shall be solely responsible for the costs in constructing the Joint Facility and the Connection Facilities.

The Commission shall issue a Work Authorization Order under its existing Quick Response Contract QR-6/02 with George W. Kennedy Construction Co., Inc. ("Contract QR-6/02") for the construction of the Phase I Pipeline Facilities (the "Work Authorization Order"). The cost of the Phase I Pipeline Facilities shall be separately accounted for under Contract QR-6/02.

The Village shall solicit bids for the construction of the Phase II Pipeline Facilities and the Joint Facility, including all equipment and appurtenances necessary for the Metering Station and the Village PAS. The Commission's standard form of bidding and construction contract documents shall be used and the cost of the Metering Station, the Phase II Pipeline Facilities, the Village PAS, and the common areas of the Joint Facility shall be separately identified in the bidding and construction contract documents. In addition, the bidding and construction contract documents shall contain the terms and conditions set forth on Exhibit D attached hereto and by this reference incorporated herein and made part hereof.

The Commission agrees to administer the Work Authorization Order, and the Village agrees to solicit, award, and administer all contracts for the Phase II Pipeline Facilities and the Joint Facility, in the best interest of both the Commission and the Village and to consult with, and keep advised, officials of the Commission regarding the progress of the work and any problems encountered or changes recommended. Both the Commission and the Village must agree to the award of any contract for the construction of the Phase II Pipeline Facilities and the Joint Facility. Upon approval of both the Commission and the Village, the Village shall enter into a construction contract(s) with the selected contractor(s) for the construction of the Phase II Pipeline Facilities and the Joint Facility, and shall administer such construction contract(s) in conformance with this Agreement.

Commission representatives shall have full and complete access to the work sites at all times for purposes of supervising and inspecting the construction of the Phase II Pipeline Facilities and the Metering Station. No construction work on the Phase II Pipeline Facilities or the Metering Station shall be undertaken without the presence of such representatives unless authorized in advance by the Commission. All shop drawings, reports, permit applications, and other submittals submitted by the contractor(s) for the construction of the Phase II Pipeline Facilities and the Metering Station, and all work (including materials, equipment, and supplies) related to the Phase II Pipeline Facilities and the Metering Station, shall be subject to the prior examination, inspection, and approval by Commission representatives, including without limitation geotechnical inspections and approvals (e.g. compaction, soil bearing, concrete strength, etc.); structural inspections and approvals (e.g. inspection of rebar, especially where pipe wall sleeves are set, before concrete pour, etc.); rough-in electrical inspections and approvals (e.g. ground field installation before backfill); instrumentation inspections and approvals (e.g. SCADA antenna, ground field, radio signal strength at time of installation); piping and valve inspections and approvals (e.g. factory and field testing); meter

inspections and approvals (e.g. testing in Commission test bench); and regulatory inspections and approvals (e.g. IEPA operating permit application, disinfection, flushing, sampling, and laboratory testing required to place the Phase II Pipeline Facilities).

Commission representatives shall have the sole, full authority and right to direct the construction of the Phase II Pipeline Facilities and the Metering Station, and the Village and the contractor(s) for the construction of the Phase II Pipeline Facilities and the Metering Station shall diligently prosecute the construction of the Phase II Pipeline Facilities and the Metering Station pursuant to said direction. Whenever the contractor(s) for the construction of the Phase II Pipeline Facilities and the Metering Station disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision affecting the Phase II Pipeline Facilities or the Metering Station, the Commission shall the sole, full authority and right to resolve such dispute.

It is understood that, although the Village will not be a party to the Work Authorization Order and the Commission will not be a party to the construction contract(s) for the Phase II Pipeline Facilities and the Joint Facility, the Commission or the Village, as the case may be, will be designated as a beneficiary of any insurance, guaranty, or warranty required by the Work Authorization Order or the construction contract(s), as the case may be, and the Commission or the Village, and its officers, agents, and employees, as the case may be, shall be named as additional insureds on the construction contractors' general liability insurance required by Contract QR-6/02 or the construction contract(s) for the Phase II Pipeline Facilities and the Joint Facility, as the case may be. In addition, any change order, as well as final acceptance and approval of the completed Joint Facility and the Connection Facilities, shall be subject to the approval of the Commission to the extent of the Metering Station and the Pipeline Facilities, the Village to the extent of the Village PAS, and both the Commission and the Village to the extent of the common areas of the Joint Facility. Neither the Commission nor the Village shall be required to approve or accept any portion of the Joint Facility until all portions of the Joint Facility, including all punch list items, have been fully and properly completed."

4. Amendment to Subsection 2H. The introductory clause to Subsection 2H of Section 2, entitled "Construction and Operation of the Joint Facility and Other Connection Facilities," of the Joint Facility Agreement shall be and it hereby is amended in its entirety so the introductory clause to said Subsection 2H shall hereafter be and read as follows:

"H. Prior to the Village's solicitation of bids for the construction of the Joint Facility, the Village, without charge to the Commission, shall:"

5. Amendment to Subsection 2I. Subsection 2I of Section 2, entitled "Construction and Operation of the Joint Facility and Other Connection Facilities," of the Joint Facility Agreement shall be and it hereby is amended in its entirety so that said Subsection 2I shall hereafter be and read as follows:

"I. Upon acceptance and approval of the Joint Facility or the Phase II Pipeline Facilities, as the case may be, ownership of the Metering Station or the Phase II Pipeline Facilities, as the case may be, and a bill of sale therefor shall be conveyed to the Commission. Immediately following such conveyance, the Commission shall own and operate the Metering Station or the Phase II Pipeline Facilities, as the case may be; the Metering Station or the Phase II Pipeline Facilities, as the case may be, shall become the sole and exclusive property of the Commission; and the Commission shall have all duty, responsibility, and liability to maintain the Metering Station or the Phase II Pipeline Facilities, as the case may be, and the Village shall have no obligation or duty with respect thereto. Upon completion of the construction and installation of the Joint Facility, the Village shall maintain and repair the Village PAS and the common areas of the Joint Facility."

6. Amendment to Subsection 2L. The last sentence of Subsection 2L of Section 2, entitled "Construction and Operation of the Joint Facility and Other Connection Facilities," of the Joint Facility Agreement shall be and it hereby is amended in its entirety so that the last sentence of said Subsection 2L shall hereafter be and read as follows:

"The Village shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 2L except to the extent that said fees and expenses are recovered through insurance or indemnification provided to the Commission by the contractor used to construct the Phase I Pipeline Facilities."

7. Amendment to Subsection 3D. The first paragraph of Subsection 3D of Section 3, entitled "Legal Relationships and Requirements," of the Joint Facility Agreement shall be and it hereby is amended in its entirety so that the first paragraph of said Subsection 3D shall hereafter be and read as follows:

"D. Either the Commission or the Village may terminate this Agreement upon thirty (30) days advance written notice to the other, in the following situations:

- (i) In the event the Commission shall not have approved the final design of the Metering Station, the Phase II Pipeline Facilities, and the common areas of the Joint Facility on or before May 31, 2007.
- (ii) In the event the Commission and the Village are unable to agree on the award by the Village of a contract(s) for the construction of the Joint Facility and the Phase II Pipeline Facilities on or before May 31, 2007."

8. Amendment to Exhibit C. Exhibit C, entitled "Form of Metering Station Easement Agreement," to the Joint Facility Agreement shall be and it hereby is amended in its entirety so that said Exhibit C shall hereafter be and read as set forth in the Exhibit C attached to this First Amendment and by this reference incorporated herein and made a part hereof. Any and all references to said Exhibit C in the Joint Facility Agreement shall hereafter be deemed to refer to the Exhibit C attached hereto.

9. Amendment to add Exhibit D. The Joint Facility Agreement shall be and it hereby is amended to add a new Exhibit D, entitled "Special Terms and Conditions for the Bidding and Construction Contract Documents for the Metering Station and the Phase II Pipeline Facilities," to the Joint Facility Agreement, which new Exhibit D shall hereafter be and read as set forth in the Exhibit D attached to this First Amendment and by this reference incorporated herein and made a part hereof. Any and all references to said Exhibit D in the Joint Facility Agreement, as amended, shall hereafter be deemed to refer to the Exhibit D attached hereto.

10. Joint Facility Agreement in Full Force and Effect. In all other respects, the Joint Facility Agreement shall remain in full force and effect, and the Joint Facility Agreement shall be binding on both parties as hereinabove amended.

IN WITNESS WHEREOF, the DuPage Water Commission and the Village of Lombard have caused this First Amendment to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DUPAGE WATER COMMISSION

Chairman

ATTEST:

Clerk

VILLAGE OF LOMBARD

President

ATTEST:

Deputy Village Clerk

EXHIBIT C

FORM OF METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(Lombard MS-14e)

PERMANENT REAL ESTATE TAX INDEX NO. __-__-__-__

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
630-834-0100

**METERING STATION
EASEMENT AGREEMENT**
(Lombard MS-14e)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 200_, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the VILLAGE OF LOMBARD, a municipal corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of June 11, 1986 (the "Charter Customer Contract"), as supplemented by a certain Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities, dated as of March 18, 2004, and a First Amendment to the Intergovernmental Agreement Concerning the Construction and Operation of a Joint Facility and Other Connection Facilities, dated as of _____, 2004 (the "Joint Facility Agreement"); and

WHEREAS, the Joint Facility Agreement provides that the Customer is to furnish and install, and the Commission is to own, operate, maintain, and repair, certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the additional connection point provided for under the Joint Facility Agreement (collectively referred to as the "Metering Station"); and

WHEREAS, the Joint Facility Agreement provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as generally depicted in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Customer has submitted to the Commission for review and approval the drawings and specifications for the Metering Station and the Commission has approved them; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the Charter Customer Contract, as supplemented by the Joint Facility Agreement; and

WHEREAS, the Commission has duly adopted its Ordinance No. O-__-0__, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Lombard Metering Station MS-14e Site and Authorizing the Execution of the Lombard Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. _____, being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage

Water Commission,” pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. ***[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual access easement upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the “Access Easement Premises”).]***

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2 without the express consent of the Commission.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Metering Station Easement Premises[, ***the Access Easement Premises,***] or the Subject Property.

5. After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station.

6. The Customer hereby reserves the right to use the Metering Station Easement Premises[, ***the Access Easement Premises,***] and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Metering Station Easement Premises [***or the Access Easement Premises***] without the express prior written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Metering Station Easement Premises [***or the Access Easement Premises***] in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise directly from the negligence of the Customer, or its agents or employees, in the initial installation of the Metering Station and in performing any work on the Metering Station Easement Premises[, ***the Access Easement Premises, and the Subject Property***] in conjunction with its rights pursuant to Paragraphs 5 and 6 hereof, and, except as otherwise provided in the Joint Facility Agreement, the Commission agrees to indemnify and defend the Customer with

respect to any and all claims of damages to persons or property which may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Metering Station Easement Premises[, ***the Access Easement Premises, and the Subject Property***] in conjunction with its rights pursuant to Paragraphs 2 and 4 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

9. In the event that the Charter Customer Contract is terminated without renewal with respect to the Customer, the Commission shall, within ninety (90) days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission may, within said ninety (90) day period, in its own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Metering Station, as aforesaid, the Customer may take title to the Metering Station.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By: _____
General Manager

VILLAGE OF LOMBARD

ATTEST:

[Deputy] Village Clerk

By: _____
President

EXHIBIT 1

LEGAL DESCRIPTION OF THE METERING STATION EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD]

EXHIBIT 2

PLANS FOR THE LOCATION OF THE METERING STATION

[TO BE SUPPLIED BY LOMBARD]

EXHIBIT 3

LEGAL DESCRIPTION OF THE ACCESS EASEMENT PREMISES

[TO BE SUPPLIED BY LOMBARD--IF NECESSARY]

EXHIBIT 4

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

[TO BE SUPPLIED BY LOMBARD--IF NECESSARY]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the General Manager of the DuPage Water Commission, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of the Village of Lombard, a municipal corporation, and _____, personally known to me to be the [Deputy] Village Clerk of said Village, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR THE BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS FOR THE METERING STATION AND THE PHASE II PIPELINE FACILITIES

The bidding and construction contract documents for the Metering Station and the Phase II Pipeline Facilities shall contain, at a minimum, the following special terms and conditions:

1. **DuPage Water Commission.**

The Village has entered into a contract with the DuPage Water Commission (the "Commission") for the construction by the Village of the Phase II Pipeline Facilities and the Metering Station. The Phase II Pipeline Facilities and the Metering Station will be operated and maintained by Commission personnel from the time said facilities first become operational. Accordingly, the Commission shall be reviewing, inspecting, and approving all Work associated with the Phase II Pipeline Facilities and the Metering Station, including Required Submittals, and will otherwise be directly involved in the Work. Contractor shall lend all reasonable assistance to the Commission in these endeavors and coordinate its activities in this regard. Any preconstruction conferences and any demonstrations, instructions or training to be provided for the operation of the facilities shall include Commission personnel.

Commission representatives shall have full and complete access to the Work Site at all times for purposes of supervising and inspecting the construction of the Phase II Pipeline Facilities and the Metering Station. No Work on the Phase II Pipeline Facilities or the Metering Station shall be undertaken without the presence of such representatives unless authorized in advance by the Commission. All Required Submittals and all Work related to the Phase II Pipeline Facilities and the Metering Station shall be subject to the prior examination, inspection, and approval by Commission representatives, including without limitation geotechnical inspections and approvals (e.g. compaction, soil bearing, concrete strength, etc.); structural inspections and approvals (e.g. inspection of rebar, especially where pipe wall sleeves are set, before concrete pour, etc.); rough-in electrical inspections and approvals (e.g. ground field installation before backfill); instrumentation inspections and approvals (e.g. SCADA antenna, ground field, radio signal strength at time of installation); piping and valve inspections and approvals (e.g. factory and field testing); meter inspections and approvals (e.g. testing in Commission test bench); and regulatory inspections and approvals (e.g. IEPA operating permit application, disinfection, flushing, sampling, and laboratory testing required to place the Phase II Pipeline Facilities in service).

Commission representatives shall have the sole, full authority and right to direct the construction of the Phase II Pipeline Facilities and the Metering Station, and the Village and the successful Bidder/Contractor shall diligently prosecute the construction of the Phase II Pipeline Facilities and the Metering Station pursuant to said direction. Whenever the successful Bidder/Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision affecting the Phase II Pipeline Facilities or the Metering Station, the Commission shall the sole, full authority and right to

resolve such dispute. In addition, any Change Order as well as Final Acceptance of the Work shall be subject to the approval of the Commission to the extent of the Metering Station and the Phase II Pipeline Facilities, and the Village and the Commission to the extent of the common areas.

2. **Subcontracting.**

All pipe installation Work is required to be performed with the successful Bidder's/Contractor's own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Commission in writing.

3. **Permits.**

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

4. **Connections to Commission Waterworks System.**

A. **Coordination.** In order to maintain an uninterrupted supply to the Commission Waterworks System, the successful Bidder/Contractor shall carefully schedule, plan, and coordinate with the Commission the construction of the connection to the Commission Waterworks System.

B. **Scheduling.** The successful Bidder/Contractor shall submit to the Commission for approval, prior to beginning Work, a detailed schedule for the construction of this connection. The schedule shall show not only the Work scheduled, but also the critical time required to provide the connection. This Work shall occur only between and including November 1 and March 1 of the year following the year in which such Work is commenced. This Work cannot occur at the same time as any other connection Work.

C. **Connection Work to Proceed 24 Hours Per Day.** After the necessary section of the Commission Waterworks System has been isolated by the Commission, the successful Bidder/Contractor shall proceed with the connection Work and shall Work continuously, 24 hours a Day, until the dewatering, installation of the connection, pressure testing, disinfection, and flushing are completed by the successful Bidder/Contractor so that the isolated section of the Commission Waterworks System may be put back into service as quickly as possible.

D. **Interruptions.** The successful Bidder/Contractor shall take all necessary precautions so that no interruption of water supply operations shall be caused, except that which is permitted by the Contract Documents. **THE SUCCESSFUL BIDDER/CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES OR NEW VALVES WHICH CONNECT TO THE COMMISSION WATERWORKS SYSTEM.**

E. Isolation. The successful Bidder/Contractor shall verify with the Commission that the appropriate section of the Commission Waterworks System is isolated prior to the start of any connection Work.

F. Notice. The successful Bidder/Contractor shall notify the Commission a minimum of 72 hours prior to the start of any connection Work. Notice shall not be given by the successful Bidder/Contractor until all equipment, materials, and supplies required for the connection are delivered to the Work Site.

G. Cleanliness. The successful Bidder/Contractor shall take all precautions necessary to keep the interior of the isolated section of the Commission Waterworks System and the piping and valves and appurtenances to be installed as clean as possible.

H. Sequencing. The suggested sequencing for the connection is as follows:


a. After proper notification has been given to the Commission by the successful Bidder/Contractor, the Commission will isolate the portion of the Commission Waterworks System where the connection will be made.

b. The successful Bidder/Contractor shall break into the isolated portion of the Commission Waterworks System and shall remove a portion of that piping, shall perform dewatering as needed, and install new piping and other pipe materials as needed and as shown on the Contract Drawings, including without limitation the removal and replacement of any existing valve.

c. When the connection Work is completed, and the connection is chlorinated, tested, and approved for service by a certified laboratory, the Commission will place the isolated section of the Commission Waterworks System back into service.

DATE: July 2, 2004

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 July 8, 2004 DuPage Water Commission Meeting Resolution No. R-34-04	APPROVAL	 MAR
<p>Change Order No. 10 for Contract BOV-1 (Blow Off Valve Improvements) in the credit amount of \$30,678.40 is for the elimination of two valves. One valve was replaced under another contract and one valve was incorrectly identified.</p> <p>Change Order No. 11 for Contract BOV-1 in the amount of \$18,419.00 is for additional pavement restoration required per Bensenville requirements.</p> <p>Change Order No. 12 for Contract BOV-1 in the amount of \$10,000.00 is for additional pavement restoration required per Lombard requirements.</p> <p>Change Order No. 6 for Contract TIB-1/03 (Inner Belt Transmission Main) in the amount of \$299,625.00 is for welding 235 joints at a cost of \$1,275.00 per joint per Illinois Environmental Protection Agency request.</p>			
MOTION: To approve Resolution No. R-34-04.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-34-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
JULY 8, 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

Board\Resolutions\R-34-04.doc

Exhibit 1



Resolution No. R-34-04

1. Change Order No. 10: Contract BOV-1/02 (Blow Off Valve Improvements) in the credit amount of \$30,678.40
2. Change Order No. 11: Contract BOV-1/02 (Blow Off Valve Improvements) in the amount of \$18,419.00
3. Change Order No. 12: Contract BOV-1/02 (Blow Off Valve Improvements) in the amount of \$10,000.00
4. Change Order No. 6: Contract TIB-1/03 (Inner Belt Transmission Main) in the amount of \$299,625.00

Total amount of the Change Orders are \$297,365.60.

DATE: July 2, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation
ITEM	A Resolution Approving Rider No. 3 to the Standard Form of Agreement Between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Engineering Services Resolution No. R-35-04	APPROVAL	 
<p>Attached is "A Resolution Approving Rider No. 3 to the Standard Form of Agreement Between the DuPage Water Commission and Tank Industry Consultants, Inc. for Professional Engineering Services." Resolution No. R-35-04 authorizes the Engineers that designed and supervised the rehabilitation of the Commission's five standpipes to proceed with warranty inspection services at a cost of \$8,850.00.</p> <p>The one-year warranty inspection services are intended to alert the Commission as to whether the rehabilitation work is free from defects and flaws in materials and workmanship or other failures to meet warranty. If the work fails to meet warranty, the Engineers will prepare a report identifying the corrections to be made by the installing contractor.</p>			
MOTION: Move to adopt Resolution No. R-35-04.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-35-04

A RESOLUTION APPROVING RIDER NO. 3 TO THE
STANDARD FORM OF AGREEMENT BETWEEN THE DuPAGE WATER
COMMISSION AND TANK INDUSTRY CONSULTANTS, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, pursuant to Resolution No. R-7-01 adopted on February 8, 2001, the DuPage Water Commission (the "Commission") and Tank Industry Consultants, Inc. (the "Engineers") entered into an agreement dated as of February 8, 2001, for professional engineering services required in connection with the evaluation of the Commission's five steel standpipes, including the paint coating system, and any recommended corrective and preventative maintenance on the standpipes (the "Project Agreement"); and

WHEREAS, the Project Agreement divided the professional engineering services to be provided into five separate phases: Phase I Pre-Bid Tank Evaluation services, Phase II Design services, Phase III Bidding services, Phase IV Construction services, and Phase V First Anniversary Evaluation services; and

WHEREAS, the Project Agreement provides that no work shall be undertaken on any phase of services pursuant to the Project Agreement unless the Commission authorizes the Engineers to proceed with such phase of services; and

WHEREAS, the Phase I Pre-Bid Tank Evaluation services were authorized to proceed pursuant to Rider No. 1 to the Project Agreement, which Rider No. 1 was also approved pursuant to Resolution No. R-7-01 adopted on February 8, 2001; and

WHEREAS, after the Engineers identified paint coating deficiencies in the paint coating system and recommended certain other repairs, the Phase II Design services, Phase III Bidding services, and Phase IV Construction services were authorized to

Resolution No. R-35-04

proceed pursuant to Rider No. 2 to the Project Agreement, which Rider No. 2 was approved pursuant to Resolution No. R-18-02 adopted on April 11, 2002; and

WHEREAS, the rehabilitation of the five standpipes was completed in August of 2003; and

WHEREAS, the Commission and the Engineers desire to authorize the Phase V First Anniversary Evaluation services to proceed pursuant to, and in accordance with, Rider No. 3 to the Project Agreement in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A ("Rider No. 3"), 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 Project Agreement with the Engineers was signed, the changes are germane to the Project Agreement as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law;

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

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

SECTION TWO: The General Manager of the DuPage Water Commission shall be and hereby is authorized to execute Rider No. 3 in substantially the form attached hereto as Exhibit A. Upon execution by the General Manager, Rider No. 3, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

EXHIBIT A

**RIDER NO. 3
TO
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This Rider No. 3 is attached to and made a part of that certain Standard Form of Agreement between Owner and Engineer for Professional Services made as of the 8th day of February, 2001 (the "Agreement"), by and between Tank Industry Consultants, Inc., Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the DuPage Water Commission, located at 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, hereafter referred to as the OWNER.

R-1.1 Section 1.1 of the Agreement shall be and it hereby is revised to read as follows:

1.1. The ENGINEER agrees to provide professional services for the Project described in OWNER's Request for Proposals for Engineering Services for the Evaluation of Standpipes issued November 30, 2000 (the "RFP") in accordance with the RFP, ENGINEER's proposal to OWNER dated 12/20/00 (the "Qualification Proposal"), ENGINEER's cost proposal to OWNER dated 1/25/01 with respect to the Phase I services only (the "Phase I Cost Proposal"), ENGINEER's cost proposal to OWNER dated 2/13/02 with respect to the Phase II. Phase III and Phase IV services only (the "Phase II-IV Cost Proposal"), ENGINEER's revised cost proposal to OWNER dated June 8, 2004 with respect to the Phase V services only (the "Phase V Cost Proposal"), this Agreement, Rider Nos. 1, 2, and 3 attached hereto and any other Rider that may be subsequently agreed to by the parties hereto.

In the event a conflict between any Rider to this Agreement and the Qualification Proposal, the Phase I Cost Proposal, the Phase II-IV Cost Proposal, the Phase V Cost Proposal, or this Agreement, Rider Nos. 1, 2, and 3 and any other Rider that may be subsequently agreed to by the parties hereto shall control. Subject to the foregoing, the RFP, the Qualification Proposal, the Phase I Cost Proposal, the Phase II-IV Cost Proposal, the Phase V Cost Proposal, this Agreement, Rider Nos. 1, 2, and 3 and any other Rider that may be subsequently agreed to by the parties hereto shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

The services for the Project have been divided into the following phases of service: Phase I Pre-Bid Tank Evaluation services; Phase II Design services; Phase III Bidding services; Phase IV Construction services; and Phase V First Anniversary Evaluation services. No work shall be undertaken on any phase of services pursuant to this Agreement unless OWNER authorizes ENGINEER to proceed with such phase of services in writing.

With respect to the Phase I Pre-Bid Tank Evaluation services, the Evaluation Report shall include a cost life analysis and comparative analysis of paints, coatings, and linings. With respect to each tank to be evaluated pre-bid, OWNER shall notify ENGINEER, in advance and in writing, whether a wet field evaluation, a dry field evaluation or both will be required. For dry field evaluations ordered in writing by OWNER, the Phase I Pre-Bid Tank Evaluation services may, at OWNER's written direction, include the following:

- ☐ Tank Disinfection ☐ Tank Washout

With respect to the Phase II Design services and the Phase III Bidding services, OWNER's form of Bidding and Contract Documents shall be utilized. With respect to the Phase III Bidding services, ENGINEER shall tabulate and review bids received, check signatures, bonds and insurance, investigate the apparent low bidder, if necessary, and recommend award to the lowest responsive and most qualified bidder. With respect to the Phase IV Construction services, the ENGINEER shall provide all of the contract administration services identified in the Phase II-IV Cost Proposal and shall provide construction inspection services to assure, as the corrective and preventative maintenance work progresses, that the work to be performed by the contractor is being performed in compliance with, and as required by or pursuant to, the technical specifications. With respect to the Phase V First Anniversary Evaluation services, the ENGINEER shall determine whether the work performed by the contractor is free from defects and flaws in materials and workmanship or other failures to meet the contractor's warranty and, if the work fails to meet warranty, the ENGINEER shall prepare a report identifying the corrections required to be made by the contractor in order to meet warranty.

R-3 Section 3 of the Agreement shall be and it hereby is revised to read as follows:

OWNER shall pay ENGINEER for the Phase I Pre-Bid Tank Evaluation services provided pursuant to and in accordance with this Agreement the applicable lump sum amount(s) set forth in the Phase I Cost Proposal. OWNER shall pay ENGINEER for the Phase II Design services and the Phase III Bidding services provided pursuant to and in accordance with this Agreement the applicable lump sum amounts set forth in the Phase II-IV Cost Proposal. OWNER shall pay ENGINEER for the Phase IV Construction services provided pursuant to and in accordance with this Agreement on a time and expenses basis as set forth in the Phase II-IV Cost Proposal but not to exceed \$66,000. OWNER shall pay ENGINEER for the Phase V First Anniversary Evaluation services provided pursuant to and in accordance with this Agreement the applicable lump sum amount(s) set forth in the Phase V Cost Proposal. The ENGINEER's invoices or, in the event of disputed or contested invoices, the undisputed portions thereof, shall be paid by OWNER on or about the 20th day of the month following the month in which the invoice is tendered. If any undisputed payment due ENGINEER from OWNER is unpaid after the date it is due bears interest, in no event shall such interest exceed the highest rate permitted by law to be paid by OWNER.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this RIDER NO. 3 in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants, Inc.

By: Steven P. Roetter, P.E.
President

Dated: _____

OWNER: DuPage Water Commission

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

Dated: _____

**TIC
TANK
INDUSTRY
CONSULTANTS
INC.**

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Bolingbrook, Illinois
630 / 226-0745

Houston, Texas
281 / 367-3511

Richmond, Virginia
804 / 897-7176

Revised June 8, 2004
June 4, 2004

Mr. John Schori
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

RE: First Anniversary Evaluation of the Rehabilitation of
Five Water Storage Tanks
TIC Project #02-H789.01-.05

Dear Mr. Schori:

In response to our telephone conversation today, I am pleased to provide this revised proposal for the First Anniversary Evaluation of the Commission's five water storage tanks. As you instructed, the proposal has been revised to reflect that the tank exteriors are to be evaluated, and the tank interiors evaluated from the interior platforms. The interior evaluations are subject to TIC's field technician being able to safely access the interiors.

The rehabilitation of the five standpipes was completed in August of 2003. The First Anniversary Evaluations, as called for in the project specifications, should be scheduled prior to the end of the one-year bonded guarantee. Copies of the relevant section of the project specifications are enclosed for your review.

TIC will send one technician to perform each evaluation with the contractor, using the contractor's rigging. Our technician will point out the deficiencies which the contractor can touch up at that time.

The DuPage County Water Commission is responsible for coordinating the contractor and our technician for the evaluations. We recommend that the contractor be made aware of the provisions in the specifications concerning the First Anniversary Evaluation. The contractor should:

- Have an experienced foreman shall be present.
- Be prepared to perform minor touch-up work.
- Bring all necessary rigging to perform the touch-up work.
- Bring at least one gallon of the exterior primer, intermediate coating, and finish coating.
- Bring at least one gallon of AQUATAPOXY Gel.

An Employee-Owned Company

- Bring Scotch-Brite abrasive disks with power tools and sandpaper to clean the steel surface.
- Have the equipment to apply the coating repairs.

Following the field work, TIC will prepare one brief report with color photographs of the conditions found during the five First Anniversary Evaluations and of the touch-up work.

Our fee for performing the First Anniversary Evaluation is:

<i>7,500,000 Gallon #1 Standpipe</i>	H789.01	\$1,850
<i>7,500,000 Gallon #2 Standpipe</i>	H789.02	\$1,850
<i>7,500,000 Gallon #3 Standpipe</i>	H789.03	\$1,850
<i>5,000,000 Gallon #4 East Standpipe</i>	H789.04	\$1,650
<i>5,000,000 Gallon #4 West Standpipe</i>	H789.05	\$1,650

These fees are based on all of the tanks being evaluated and touch-up work completed during a single mobilization not to exceed three days. Additional mobilizations, if required, will be \$750 each.

If the tanks are not prepared for the evaluations on the agreed date or the contractor is not present as scheduled and prepared to perform the minor touch-up rework, additional scheduling and mobilization costs will be billed in accordance with the enclosed rate structure. If Tank Industry Consultants is required to stay more than three days to perform the evaluations and observe repairs performed by the contractor, this additional service will also be billed on a time and expenses basis from the attached rate structure.

The DuPage County Water Commission will be responsible for removing the manhole covers prior to the evaluation and resealing the manhole covers after completion of the evaluation. Sometimes the gasket requires replacement to properly seal the manhole.

TIC will provide these services in accordance with the terms of our Agreement for the construction phase services previously provided on this project. Once we have received written authorization from DuPage County Water Commission to proceed, TIC will contact you to schedule the field work portion of this project.

We have enjoyed working with you on these projects and look forward to future projects with you.

Sincerely,

Tank Industry Consultants


A handwritten signature in cursive script that reads "Penni Snodgrass". The signature is written in dark ink and is positioned above the printed name and title.

Penni Snodgrass
Sales and Marketing Manager

cc: Pam Fox, TIC

DATE: July 2, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving Change Order No. 13 to Contract BOV-1/02 at the July 8, 2004 DuPage Water Commission Meeting Resolution No. R-36-04	APPROVAL	
<p>Change Order No. 13 for Contract BOV-1/02 (Blow Off Valve Improvements) in the amount of \$1,594,200.00 is for the addition of blow-off valves on the Commission's 90-inch Transmission Main for refurbishment or abandonment under Contract BOV-1/02. These valves were not included in the original contract due to cost concerns (the valves were installed at a greater depth in non-customer communities). The BOV contract is under budget and ahead of schedule and the Commission will realize cost savings associated with using a contractor that is mobilized and familiar with the Commission's unique requirements, with no additional outside engineering services required to prepare separate plans and specifications.</p> <p>The original Contract Price: \$7,812,435.00 The amended Contract Price: \$7,745,700.00 (before this Change Order)</p> <p>The following is a comparison of similar depth blow-off valve repairs:</p> <p>Original Contract Average depth: 22.5 ft Average price: \$53,062¹</p> <p>Change Order No. 13 Average depth: 21.4 ft Average price: \$54,792²</p> <p>¹Excludes traffic control ²Includes traffic control</p>			
MOTION: To approve Resolution No. R-36-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-36-04

A RESOLUTION APPROVING CHANGE ORDER NO. 13
TO CONTRACT BOV-1/02 AT THE JULY 8, 2004
DUPAGE WATER COMMISSION MEETING

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

SECTION ONE: Change Order No. 13 to Contract BOV-1/02 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and it hereby is approved 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 contract was signed, the Change Order is germane to the original contract as signed and/or the Change Order is 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

Board\Resolutions\R-36-04.doc

Exhibit 1

Resolution No. R-36-04

CHANGE ORDER

DUPAGE WATER COMMISSION

SHEET 1 OF 16

PROJECT NAME: Blow-Off Valve Improvements

CHANGE ORDER NO. 13

LOCATION: Cook County

CONTRACT NO. BOV-1/02

CONTRACTOR: Rossi Contractors, Inc.

DATE: July 1, 2004

I. A. DESCRIPTION OF CHANGES INVOLVED:

To include 28 of the 30 18-inch blow-off valves on the Commission's existing Contract TE-1/88 90-inch Transmission Main for refurbishment under Contract BOV-1/02, and, with respect to one of the two remaining 18-inch blow-off valves on the Commission's existing Contract TE-1/88 90-inch Transmission Main, to provide for the abandonment of that valve under Contract BOV-1/02. As a result, the number of blow-off valves to be refurbished or abandoned under the Contract is 371 (and not 342), the number of discrete sites that collectively comprise the Work Site is 371 (and not 342). But, the number of discrete units comprising the lump sum Unit Price for Traffic Control and Protection will continue to be 354 because Traffic Control and Protection for the 29 18-inch blow-off valves on the Commission's existing Contract TE-1/88 90-inch Transmission Main to be refurbished or abandoned under the Contract is not included in Unit Price Item No. 395 but, rather, included in the Unit Price for Step 1 Work or the Unit Price for Retirement of Blow-Off Valve #420, as the case may be, for such Contract TE-1/88 90-inch Transmission Main Work. There will also continue to be a Unit Price Item No. 342 and a Blow-Off Valve numbered 342.

Thus, the number "342" shall be deleted, and replaced with the number "371," wherever the number "342" appears in the Contract except where the number 342 is used in the Contract to refer to Unit Price Item No. 342 or Blow-Off Valve numbered 342. The replacement of the number 342 with the number 371 shall apply to the following provisions of the Contract: Subparagraph 1.3A2(e) of the Contract Agreement (2 occurrences and see special amendment below); Section 1 of the Special Conditions of Contract (see special amendment below); Subsection 2K of the Special Conditions of Contract; Subsection 5A of the Special Conditions of Contract (2 occurrences); and Subsection 1.07A of the Specifications. The replacement of the number 342 with the number 371 shall not apply to Subsection 5C of the Special Conditions of Contract (2 occurrences and see special amendment below), the Schedule of Prices, Subsection 12.02A of the Specifications (see special amendment below); or to Subsection 12.02H of the Specifications.

In addition, the following provisions of the Contract shall be and hereby are revised accordingly:

1. Subparagraph 1.3A2(e) of the Contract Agreement shall be and it hereby is amended to read as follows:

“e. Work Site. The 371 discrete sites in DuPage and Cook Counties, Illinois that are the locations of 371 blow-off valves attached to six of Owner’s existing Transmission Mains and five of Owner’s existing Feeder Mains, all of which, except the 29 18-inch blow-off valves on Owner’s existing Contract TE-1/88 90-inch Transmission Main, are generally shown on the cover sheet of the Contract Drawings. The location of the 29 18-inch blow-off valves on Owner’s existing Contract TE-1/88 90-inch Transmission Main to be refurbished or abandoned under the Contract are located at the following approximate locations (See Subsection 3B of the Special Conditions of Contract for the proper use of this information):

<u>Valve</u>	<u>90” Station</u>	<u>Valve</u>	<u>90” Station</u>
#401	464+60	#402	445+82
#403	448+81	#404	439+49
#405	417+30	#406	403+35
#407	381+89	#408	347+98
#409	335+68	#410	321+09
#411	309+78	#412	295+31
#413	288+93	#414	273+73
#415	268+13	#416	253+95
#417	238+80	#418	226+39
#419	203+19	#420	171+69
#421	144+11	#422	134+56
#423	Deleted (117+49)	#424	107+39
#425	93+10	#426	69+56
#427	57+55	#428	43+94
#429	36+48	#430	6+72”

2. Division A of the Schedule of Prices shall be and it hereby is amended to add Unit Price Item No. 398 and Unit Price Item Nos. 401 – 430 as follows:

	<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price</u> <u>Per</u> <u>Unit</u>	<u>Extension</u>
"398	Step 7 – Remove and Replace 18" Resilient Wedge Valves	EA.	2	\$13,000.00	\$26,000.00

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Valve</u>	<u>Extension</u>
401	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #401	\$54,800.00
	AND Traffic Control and Protection			
402	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #402	\$41,400.00
	AND Traffic Control and Protection			
403	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #403	\$40,500.00
	AND Traffic Control and Protection			
404	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #404	\$41,000.00
	AND Traffic Control and Protection			
405	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #405	\$44,800.00
	AND Traffic Control and Protection			
406	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #406	\$88,500.00
	AND Traffic Control and Protection			

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Valve</u>	<u>Extension</u>
407	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #407	\$50,000.00
	AND Traffic Control and Protection			
408	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #408	\$51,700.00
	AND Traffic Control and Protection			
409	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #409	\$50,300.00
	AND Traffic Control and Protection			
410	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #410	\$65,500.00
	AND Traffic Control and Protection			
411	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #411	\$68,900.00
	AND Traffic Control and Protection			
412	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #412	\$60,500.00
	AND Traffic Control and Protection			
413	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #413	\$39,400.00
	AND Traffic Control and Protection			

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Valve</u>	<u>Extension</u>
414	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #414	\$39,400.00
	AND Traffic Control and Protection			
415	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #415	\$44,000.00
	AND Traffic Control and Protection			
416	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #416	\$52,500.00
	AND Traffic Control and Protection			
417	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #417	\$55,100.00
	AND Traffic Control and Protection			
418	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #418	\$48,800.00
	AND Traffic Control and Protection			
419	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #419	\$39,200.00
	AND Traffic Control and Protection			
420	Retirement of Blow-Off Valve #420	Lump Sum	Valve #420	\$34,000.00
	AND Traffic Control and Protection			

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Valve</u>	<u>Extension</u>
421	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #421	\$41,700.00
	AND Traffic Control and Protection			
422	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #422	\$45,000.00
	AND Traffic Control and Protection			
423	Deleted	Lump Sum	Valve #423	Deleted
424	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #424	\$80,900.00
	AND Traffic Control and Protection			
425	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #425	\$56,400.00
	AND Traffic Control and Protection			
426	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #426	\$72,900.00
	AND Traffic Control and Protection			
427	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #427	\$64,100.00
	AND Traffic Control and Protection			

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Valve</u>	<u>Extension</u>
428	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #428	\$64,100.00
	AND Traffic Control and Protection			
429	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #429	\$51,700.00
	AND Traffic Control and Protection			
430	Step 1 - Excavate, Replace Stuffing Box & Bonnet Bolts, Check Valve End Bolts, Test for Leakage, Backfill and Restore Surface	Lump Sum	Valve #430	\$81,100.00"
	AND Traffic Control and Protection			

3. The first sentence of the second paragraph of Section 1, entitled "Scheduling," of the Special Conditions of Contract shall be and it hereby is amended to read as follows:

"Notwithstanding the sequence of operations set forth in Section 1.07 of the Specifications, or the limit on the number of valves undergoing refurbishment or abandonment set forth in Section 1.08 of the Specifications, once a leaking blow-off valve is identified at any one or more of the 371 discrete sites that collectively comprise the Work Site, Contractor shall be allowed and required to perform all Work within such discrete site and adjoining sites as directed by Engineer."

4. A new Subsection 3H, entitled "Cook County Prairie Path (BOV Nos. 405, 406, 407, 408, 409, 410, 411, 413, 414, 415, 416, 417, and 418)," of Section 3, entitled "Special Technical Requirements," of the Special Conditions of Contract shall be added, which new Subsection 3H shall hereafter be and read as follows:

"H. Cook County Prairie Path (BOV Nos. 405, 406, 407, 408, 409, 410, 411, 413, 414, 415, 416, 417, and 418).

(1) Contractor shall not trim, cut, or in any way disturb trees or shrubs along the Prairie Path right-of-way unless approved by the Illinois Department of Natural Resources or marked for removal by

Engineer. The location and species of replacement trees and shrubs shall be at the discretion of the Illinois Department of Natural Resources or marked for removal by Engineer; provided, however, that the replacement trees and shrubs shall not be located within the permanent easement premises.

(2) Once Work is begun within the Prairie Path right-of-way, Contractor shall continuously prosecute such Work to completion, at a minimum, during regular eight-hour workdays.

(3) The Prairie Path right-of-way shall remain open to bicycle and pedestrian traffic at all times."

5. The State of Illinois, the Illinois Department of Natural Resources, the County of Cook, and the Chicago Transit Authority shall be added to the list of Additional Insureds in Subsection 4A, entitled "Additional Insured/Indemnities," of Section 4, entitled "Special Financial Assurances," of the Special Conditions of Contract.

6. A new Subsection 4E, entitled "CTA Additional Insurance," of Section 4, entitled "Special Financial Assurances," of the Special Conditions of Contract shall be added, which new Subsection 4E shall hereafter be and read as follows:

"E. CTA Additional Insurance. Contractor shall purchase, for the duration of the Work, a separate policy of Railroad Protective Insurance naming the Chicago Transit Authority ("CTA") as insured. The policy shall be written on form AAR/AASHTO, as amended from time to time, and shall provide a combined single limit of \$5,000,000 per occurrence for bodily injury and property damage, subject to an aggregate limit of at least \$5,000,000 per annum. The policy shall additionally provide that no change, modification, or cancellation of the insurance shall become effective until the expiration of 30 Days after written notice thereof shall have been given by the insurance company to CTA."

7. Subsection 5C, entitled "Payment for Traffic Control and Protection," of Section 5, entitled "Special Payment Provisions," of the Special Conditions of Contract shall be and it hereby is amended to read as follows:

"C. Payment for Traffic Control and Protection. Notwithstanding Article V of the General Conditions of Contract, no payment shall be made for Traffic Control and Protection Work at one of the 354 discrete sites that, at the time the Contract was bid, collectively comprised the Work Site until the Step 1 Work for such

discrete site has been fully-installed, complete in place, and paid for by Owner. Once the Step 1 Work for such discrete site has been fully-installed, complete in place, and paid for by Owner, the Value of Traffic Control and Protection Work installed and complete at that site shall be deemed to be 1/354 of the Unit Price for such Work. With respect to the 29 discrete sites that collectively comprise the Contract TE-1/88 90-inch Transmission Main Work Site, Traffic Control and Protection Work is included in the Unit Price for Step 1 Work or the Unit Price for Retirement of Blow-Off Valve #420, as the case may be, for such Contract TE-1/88 90-inch Transmission Main Work."

8. In Section 2.02, entitled "Resilient Wedge Valves," of Section 2, entitled "Valves," of the Specifications, the table of "Number of Resilient Wedge Gate Valves" shall be and it hereby is deleted without substitution therefor and the second paragraph of said Section 2.02 shall be revised to read as follows"

"The valves to be modified were installed between the years of 1987 and 1990, and are the products of two (2) manufacturers: Clow Valve Co. and Waterous 500."

9. In Section 2.04, entitled "Existing Waterous 500 Wedge Valves" of Section 2, entitled "Valves," of the Specifications, the first sentence should be revised to read as follows: "Some of the valves requiring refurbishing under this contract were manufactured by Waterous Valve Company, South St. Paul, Minnesota."
10. In Section 2.05, entitled "Existing Clow R/W Valves" of Section 2, entitled "Valves," of the Specifications, the first and second paragraphs should be revised to read as follows:

"Some of the valves requiring refurbishing under this contract were manufactured by Clow Valve Company, Oskaloosa, Iowa.

"The Clow Valves numbered 401 through 430 are all installed on the 90-inch Transmission Main (see the original-installation shop drawing submittal attached hereto and by this reference incorporated herein). The Clow R/W valves numbered 300 through 322 are all installed on the South Feeder Main."

11. Subsection 12.02A, entitled "Step 1—Excavate, Replace Bonnet and Stuffing Box Bolts, Test for Valve Leakage, Backfill and Restore Surface Payment," of Section 12.02, entitled "Refurbishment of Blowoff Valves," of Section 12, entitled "Method of Measurement and Payment," of the Specifications shall be and it hereby is amended by (a) changing the number "386" in the second paragraph of said

Subsection 12.02A and substituting the number 430 in its place, and (b) adding the following to the end of said Subsection 12.02A: "Pay Item 401 thru 430, Step 1 for 18-inch Valves."

12. Subsection 12.02B, entitled "Step 3—Retirement of Blow-off Valves," of Section 12.02, entitled "Refurbishment of Blowoff Valves," of Section 12, entitled "Method of Measurement and Payment," of the Specifications shall be and it hereby is amended by changing the description of Pay Item 389 at the end of said Subsection 12.02B to read as follows: "Pay Item 389—Step 3 for 6", 8", 12" or 18" Wedge Valves."
13. Subsection 12.02C, entitled "Step 5—Replacement of Valve and Piping Joint Bolts," of Section 12.02, entitled "Refurbishment of Blowoff Valves," of Section 12, entitled "Method of Measurement and Payment," of the Specifications shall be and it hereby is amended by changing the description of Pay Item 393 at the end of said Subsection 12.02C to read as follows: "Pay Item 393—Step 5 for 6", 8", 12" and 18" Wedge Valves."
14. Subsection 12.02D, entitled "Step 6—Repair External Leakage," of Section 12.02, entitled "Refurbishment of Blowoff Valves," of Section 12, entitled "Method of Measurement and Payment," of the Specifications shall be and it hereby is amended by changing the description of Pay Item 388 at the end of said Subsection 12.02D to read as follows: "Pay Item 388—Step 6 for 6", 8", 12" or 18" Wedge Valves."
15. Subsection 12.02E, entitled "Step 7—Remove and Replace Wedge Valve," of Section 12.02, entitled "Refurbishment of Blowoff Valves," of Section 12, entitled "Method of Measurement and Payment," of the Specifications shall be and it hereby is amended by adding the following to the end of said Subsection 12.02E: "Pay Item 398, Step 7 for 18-inch Wedge Valves."
16. Add a new Section 12.04, entitled "Retirement of Blow-Off Valve #420," to Section 12, entitled "Method of Measurement and Payment," of the Specifications, which new Section 12.04 shall hereafter be and read as follows:

"12.04 Retirement of Blow-Off Valve #420

Abandon 18" valve in place by means of welding a steel plate to the inside of the pipe over the outlet connection. Remove and salvage existing valve frame(s) and lid(s) for delivery to the Commission. Remove and dispose of all other remaining valve connections and

pipng from grade to 2 feet below grade and restore surface. Traffic control and protection.

Pay Item 420 - Retirement of Blow-Off Valve #420"

B. REASON FOR CHANGE:

To include 28 of the 30 18-inch blow-off valves on the Commission's existing Contract TE-1/88 90-inch Transmission Main for refurbishment under Contract BOV-1/02, and, with respect to one of the two remaining 18-inch blow-off valves on the Commission's existing Contract TE-1/88 90-inch Transmission Main, to provide for the abandonment of that valve under Contract BOV-1/02.

C. REVISION IN CONTRACT PRICE:

Negotiated: \$1,594,200.00

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Original Contract or as modified by previous Change Orders is hereby extended by 0 calendar days, making the final completion date April 27, 2005.
2. Any additional work to be performed under this Change Order shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the Supplemental Contract Drawings designated as Blow Off Valve Improvements, and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications, General Specifications, and Project Specifications for the same type of work.
3. This Change Order unless otherwise provided herein does not relieve the contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.
4. The Contractor expressly agrees he will place under coverage of his Performance and Payment Bonds and Contractor's Insurance all work covered by this Change Order. The Contractor will furnish to the Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Change Orders which exceeds the Original Contract Price by twenty percent (20%).

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>7,812,435.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. 1 through 12	\$ <u>(66,735.00)</u>
3.	Contract Price, not including this Change Order	\$ <u>7,745,700.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ <u>1,594,200.00</u>
5.	Contract Price including this Change Order	\$ <u>9,339,900.00</u>

RECOMMENDED FOR ACCEPTANCE:

CONSULTING ENGINEERS: Alvord, Burdick & Howson, L.L.C.

By: _____ ()
Signature of Authorized Representative Date

ACCEPTED:

CONTRACTOR: Rossi Contractors, Inc.

By: _____ ()
Signature of Authorized Representative Date

DUPAGE WATER COMMISSION:

By: _____ ()
Robert L. Martin Date
General Manager

CLOW AWWA GATE VALVES

FOR UNDERGROUND
AND PLANT PIPING
SYSTEMS
2" THRU 48"

CLOW

**F-5062
thru
F-5085**

18"

DUPAGE WATER COMMISSION
84"/90" TRANS MAIN TE-1/88
KENNY CONSTRUCTION CO.

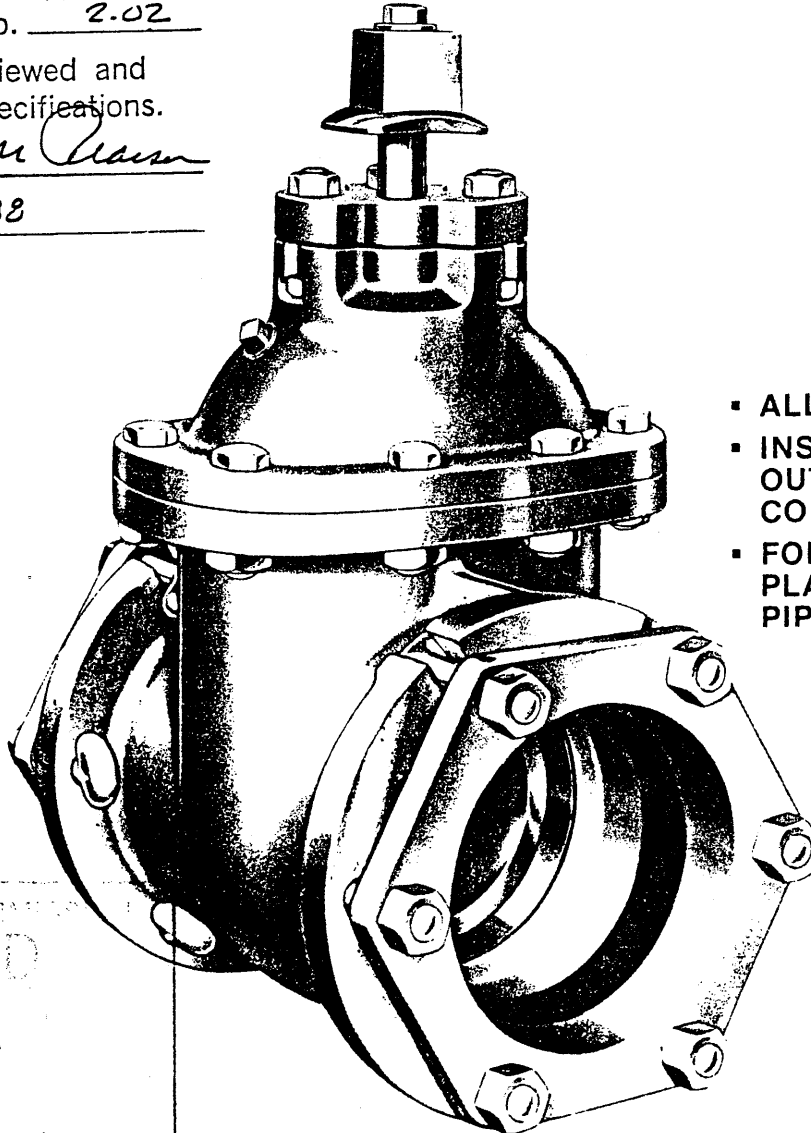
Submittal No. ABH 4-9A
KCC M-605.5R

Contract Spec/Drwg. No. 2.02

This has been reviewed and
conforms to the specifications.

Reviewed by Carl M. Quinn

Date 7-12-88



- ALL JOINT ENDS
- INSIDE AND OUTSIDE SCREW CONSTRUCTION
- FOR CAST IRON, PLASTIC AND A/C PIPING

DUPAGE WATER COMMISSION
REVIEWED

REVIEW IS GENERAL
RELIEVE CONTRACTOR
RESPONSIBILITY FOR
CORRECTIONS FROM CONTRACT

- ☒ NO EXCEPTIONS
☐ REVISE AS NOTED
AND RESUBMIT

ALVORD, BURDICK & ASSOCIATES

BY RDS DATE 8-2-88

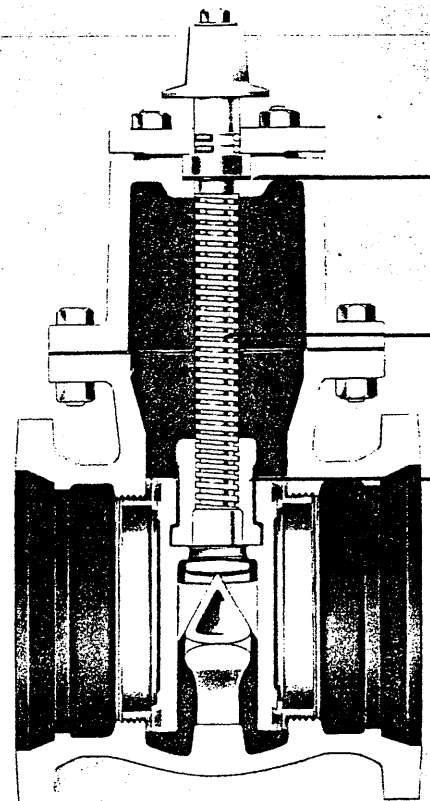
CLOW VALVE CO. / DIV. OF McWANE INC. / OSKALOOSA, IOWA 52577

FOR UNDERGROUND INSTALLATION AND PLANT PIPING SYSTEMS

CLOW AWWA gate valves offer rugged construction, easy operation, long service life and economical maintenance. They are double disc, parallel seat valves meeting or exceeding all requirements AWWA Specifications C500, and conform to Federal Specifications WW-V-58b, Type II, Class I.

Component parts are constructed of heavy, rugged proportions for extra strength to withstand pipe strain and possible shifting in underground service. Clean, simple internal construction, illustrated at right, assures long service and easy maintenance.

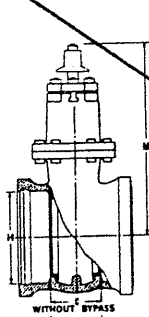
All joint ends, in sizes shown below, and all commonly used accessories and operating devices can be furnished.



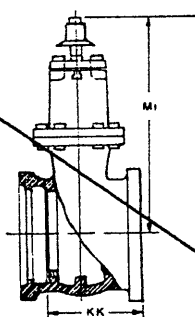
PRESSURE RATINGS

Valve Size Inches	Working Pressure psi	Hydrostatic Test Pressure psi
	Non-Shock Cold Water	
2 thru 12	200	400
14 thru 48	150	300

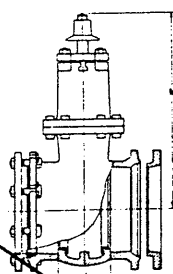
See Attached Dwg.



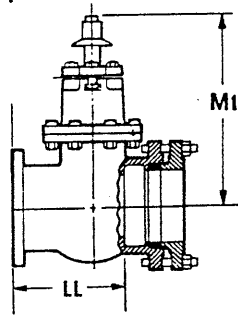
F-5062
Hub Ends



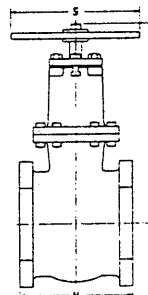
F-5064
Flanged and A-C
Ends



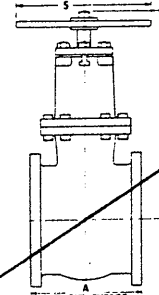
F-5065
Mechanical Joint



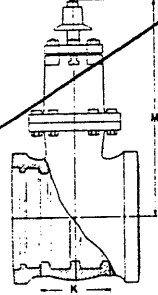
F-5066
Flanged and
Mechanical Joint Ends



F-5068
Threaded Ends



F-5070
Flanged Ends



F-5080
Push-On Ends
For Cast Iron Pipe

DIMENSIONS — Inches

Flanges are faced and drilled to ANSI 125 pound template, unless otherwise instructed.

Valve Size Inches	Turns to Open	Dia. of Stem	A	B	C	D	G	H	J	K	M ₁	N	P
2	5	7/8	7	...	3 1/4	...	10 1/4	3 1/8	3 1/4	...	10 1/4	5 1/4	3
2 1/4	5	7/8	...	...	3 1/4	...	10 1/4	...	3 1/4	...	10 1/4	...	...
2 1/2	6	7/8	7 1/2	...	...	...	11 3/8	...	...	...	11 3/8	5 3/4	3 7/8
3	7	7/8	8	...	3 3/8	...	12 1/4	4 5/8	3 1/2	...	12 1/4	6	3 1/8
4	15	1 1/8	9	...	4 3/4	...	14	5 3/4	4 3/4	5 1/4	14	9	4 1/2
5	18	1 1/8	10	...	...	...	15 1/2	...	...	...	15 1/2	...	...
6	21	1 1/4	10 1/2	...	5 1/2	...	18	7 7/8	5 1/4	6 1/2	18	...	5 1/4
8	27	1 3/8	11 1/2	...	6 1/2	...	22	10	6 1/2	7	22	...	6 1/4
10	33	1 1/2	13	...	6 3/4	...	25 5/8	12 1/8	6 3/4	7 1/4	25 5/8	...	6 1/2
12	39	1 1/2	14	...	6 3/4	...	29 1/8	14 1/4	7	7 3/4	29 1/8	...	...
14	45	1 5/8	15 3/4	23	7 3/4	13 3/4	36 1/2	16 3/8	7 1/4	...	39 3/4	...	...
16	52	1 5/8	17	23	9 1/8	13 3/4	40 3/4	18 3/4	9 1/4	...	43 1/2	...	...
18	58	2 1/8	19	24	9 1/4	14	43 1/4	20 3/4	9 1/4	...	46	...	...
20	64	2 1/8	20	24	10 1/4	14 1/2	47 1/4	23	10	...	50	...	...
24	76	2 1/2	23	28 1/2	10	16	55	27 3/8	16	...	56 3/4	...	...
30	63	2 3/4	25	32 1/2	12 1/2	20 1/4	64 3/4	33 3/4	12 1/2	...	66 1/2	...	...
36	75	3	27	36	23 3/4	23 3/4	75 3/8	40 1/8	23 3/4	...	77 3/8	...	...
42	88	3 1/2	34	34	20 3/4	20 3/4	...	46 1/2	...	...	...	...	...
48	100	4	45 1/2	45 1/2	...	...	...	...	...	...	...	...	...

Turns to open are for valves without gearing.

Also available, gate valves with ends for concrete pipe to Specifications SP5 or P381

... LOW TORQUE... LONG LIFE CLOW

LOW TORQUE THRUST BEARING

4" thru 12" sizes ... provides high load capacity and low friction which reduces operating torque up to 50%. Seals perfectly for repacking under pressure.

SMOOTH OPERATION

Precise, high strength manganese bronze stem, with extra heavy thrust collar, provides smooth opening and closing of the gates. Stem torque meets Underwriters specifications.

SIMPLE, RUGGED CONSTRUCTION

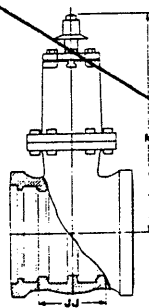
Stem nut is solid bronze, and independent of hooks, wedges and gates. It is free-floating and self-aligning. For longer wear, the threaded section of stem nut is at least 1½ times the diameter of the stem.

Valve Operation is Easy and Dependable ... with Two Point, Free-Floating Wedging

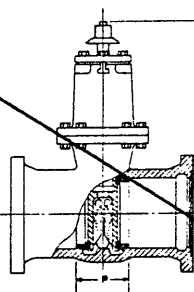
The valve operates with only two points of bearing ... only two points of friction ... with a simple, self-centering, floating, V-type, bronze gate spreading mechanism ... for positive action in opening and closing. Separate hooks and bronze wedges permit mechanical adjustment to varying positions.

In opening, turning the stem releases the wedging pressure on the gates, allowing them to move away from their seats before starting upward travel. Further turning of the stem raises the gates into the cover, permitting full opening flow through the valve.

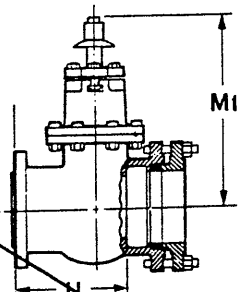
In closing, the gates move freely downward to a position opposite their seats. At this point the hooks come in contact with stops which prevent further downward movement of the hooks. The bronze wedge riding on the hooks then spreads the gates apart and forces them to their seats to make a watertight seal, and shut off the flow through the valve.



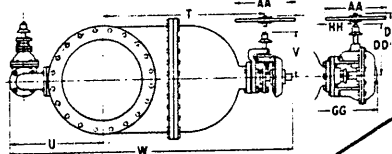
F-5082
Push-On Ends
For Asbestos-Cement Pipe



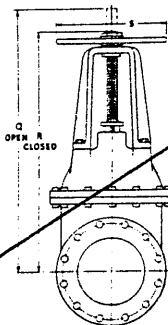
F-5085
Push-On Ends
For PVC Pipe



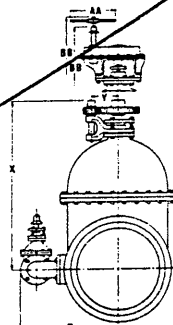
F-5093
Mechanical Joint
Tapping Valve



F-5070
Flanged Ends, NRS
Bevel gearing, by-pass



F-5072
Flanged Ends
Outside Screw & Yoke

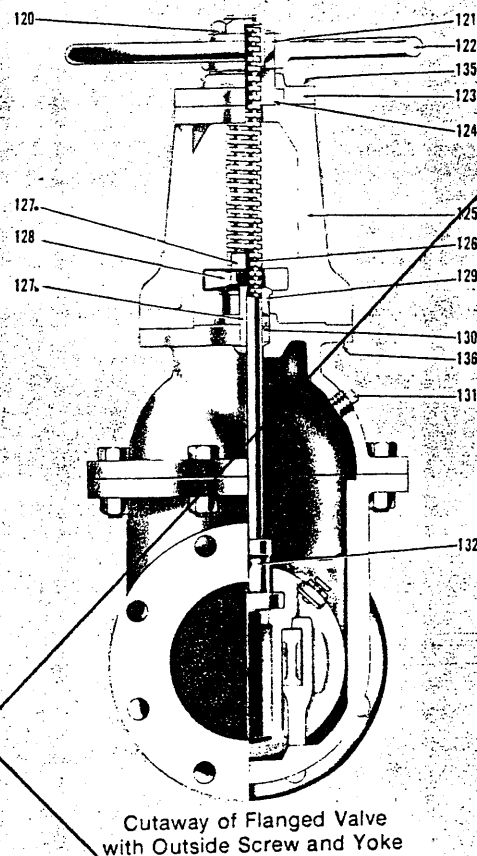
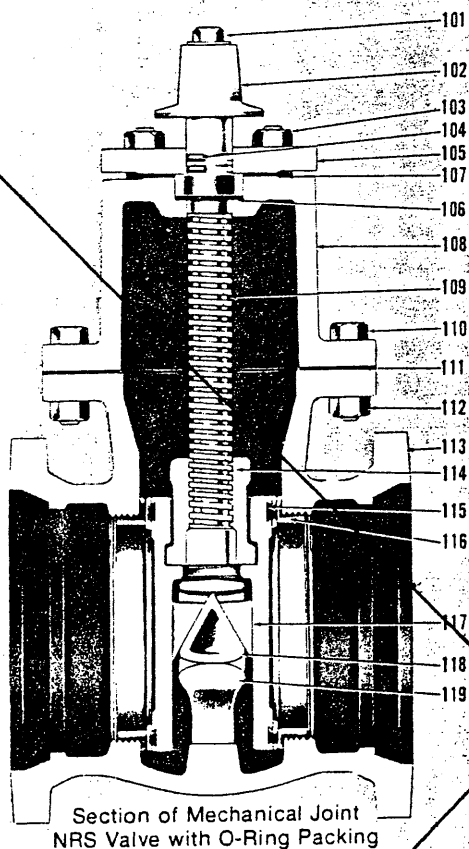


F-5062
Hub Ends, NRS
Spur gearing, by-pass

See Attachment Dwg.

Q	R	S	T	U	V	W	X	Y	Z	AA	BB	DD	GG	HH	JJ	KK	LL
14	11½	7¼	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5½
15½	12½	7¼	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5¾
20¼	16¾	7¼	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
24	19¾	10	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
27¼	21¾	10	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
31½	24¾	12	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
40½	31½	14	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
47¼	36¼	18	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
58¾	45¾	18	27⅞	...	13	...	36⅝	8	...	18	40¾	12	38½	31⅞	7¼	10¾	9⅞
68	53	22	33	19¼	13	57½	41	8	31⅞	18	45	12	42¾	35⅞	7¾	10⅝	10½
75¾	58¾	22	36⅞	20½	13	62⅞	45	8	33⅞	18	49	12	46¾	39¾	9⅞	11¾	11½
82½	63½	26	39⅞	22½	13	67¾	48	8	36¾	18	52⅞	12	50	42⅞	9¼	14¼	16½
90¼	69¼	26	43¾	24	13	73	51¼	8	40½	18	55¾	12	53⅞	46½	10	15	18¾
107	82	30	50½	28	13	83½	58⅝	8	46	18	62⅞	12	60	52⅞	10	...	22
128¼	97	30	62¼	31½	17½	100¼	71¼	10	54½	18	76¾	15½	72⅞	66	...	...	...
147½	110	36	70¼	40	23¾	120	87	13¾	68⅞	22	88¾	21½	81⅞	72¾	...	...	...
...	...	30	92	47	17⅞	145⅞	102¾	10	77½	30	106¾	27	105½	97	...	...	...
...	...	30	105⅞	54½	18⅞	166	116⅝	11¼	87½	30	120⅝	27	119	108	...	...	...

CLOW AWWA GATE VALVE PARTS



Part	No.	Material	Part	No.	Material	Part	No.	Material
101 Cap Screw	1	Steel	113 Body	1	Cast Iron	127a Follower Nuts	2	Bronze
102 Operating Nut	1	Cast Iron	114 Gate Nut	1	Bronze	127b Follower Studs	2	Steel— Rust-proofed
103 O-Ring Plate Bolts & Nuts		Steel	115 Gate Ring	2	Bronze	128 Follower Plate	1	Cast Iron
104 O-Rings	2	Rubber	116 Case Ring	2	Bronze	129 Follower Gland	1	Bronze
105 O-Ring Plate	1	Cast Iron	117 Gate	2	Cast Iron	130 Packing		Braided Asbestos
106 Low Torque Bearing	1		118 Wedge	2	Bronze	131 Test Plug	1	Teflon-coated steel
107 Stuffing Box Gasket	1		119 Hook	2	Cast Iron	132 Stem Nut Pin	1	Bronze
108 Cover	1	Cast Iron	120 Hold Down Nut	1	Bronze	135 O.S.&Y. R.P. Cap Screws		Steel— Rust-proofed
109 Non-rising Stem	1	Bronze	121 Handwheel Key	1	Steel	136 O.S.&Y. Yoke Bolts & Nuts		Steel— Rust-proofed
110 Neck Flange Bolts		Steel— Rust-proofed	122 Handwheel	1	Cast Iron			
111 Neck Flange Gasket	1	Composition	123 O.S. & Y. Retainer Plate		Cast Iron			
112 Neck Flange Bolt Nuts		Steel	124 O.S.&Y. Stem Nut	1	Bronze			
			125 O.S.&Y. Yoke	1	Cast Iron			
			126 Rising Stem	1	Stainless Steel			

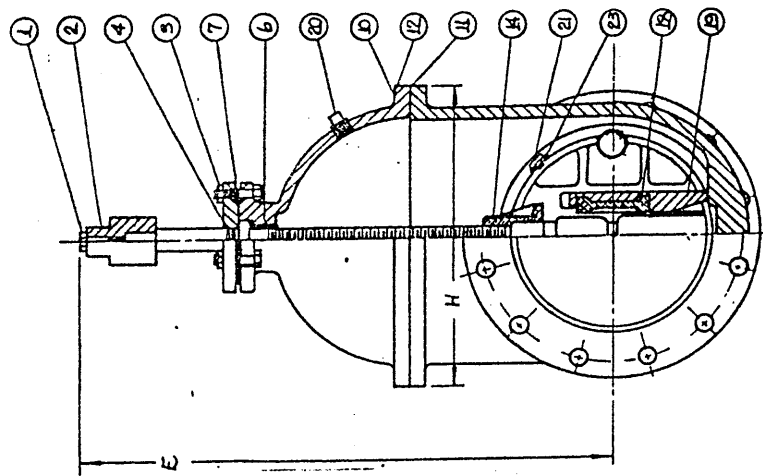
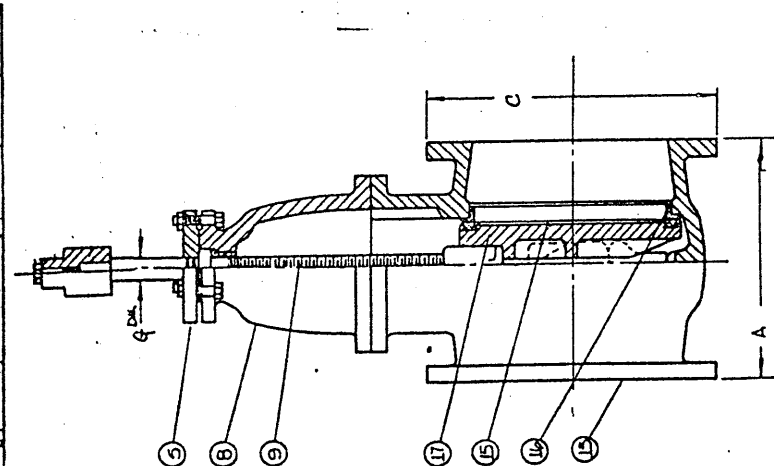
See Attachment DWG.

CLOW

Clow Valve Co.
Div. of McWane Inc.
902 So. 2nd St.
Oskaloosa, Iowa 52577

Phone: 515-673-8611
FAX: 515-673-8269
Wats: 800-247-CLOW

UNITS	IN	1/8	1/4	3/8	1/2	5/8	3/4	1	1 1/8	1 1/4	1 3/8	1 1/2	1 5/8	1 3/4	1 7/8	2	2 1/8	2 1/4	2 3/8	2 1/2	2 5/8	2 3/4	2 7/8	3
INCHES	15 3/4	21	23 1/2	25	27 1/2	32	38 3/4	46	50	56 3/4	64 1/2	77 1/2	89 1/4	99 3/4	113	125 1/8	138 1/4	151 1/2	164 3/4	178 1/4	191 1/2	204 3/4	217 1/2	230 3/4
FEET	1 1/4	1 3/4	1 5/8	2	2 1/4	2 3/4	3 1/4	3 3/4	4 1/4	4 3/4	5 1/4	6 1/4	7 1/4	8 1/4	9 1/4	10 1/4	11 1/4	12 1/4	13 1/4	14 1/4	15 1/4	16 1/4	17 1/4	18 1/4



MATERIAL	SPECIFICATION STANDARDS
CAST IRON	A.S.T.M. A-126 CLASS B Physical Properties MINIMUM TENSILE 31,000 PSI. TRANSVERSE 3,500 PSI. DEFLECTION IN 12" CENTERS 12 IN.
BRONZE	AWWA C500-80 Physical Properties MINIMUM TENSILE 50,000 PSI. YIELD POINT 41,000 PSI. ELONGATION IN 2" 20% A COPPER TIN LEAD ZINC ALLOY USED FOR SEAT RINGS, GATES, HOOPS WEDGES AND STEM NUTS.
MANGANESE BRONZE	A.S.T.M. B-584 ALLOY A Physical Properties MINIMUM TENSILE 60,000 PSI. YIELD 20,000 PSI. ELONGATION 15%
BOOTS & NUTS	A.S.T.M. A-307 CLASS B RUST PROOFED A164 TYPE 15
GASKET	MATERIAL IS A COMBINATION OF FIBER AND CORK BOUND TOGETHER WITH BUTA-S RUBBER (V.L. APPROVED)

DESIGN VALVE 1
847/93 1-10-83 MARK 15-1/83
KEENE CORPORATION CO.
ABH-9A
KLL M-005.5R
Submitted N.Y.

Contract No. 2.02

This has been reviewed and
corrected by *Ch. D. C. C.*

Reviewed by *Ch. D. C. C.*
Date *7-12-88*

ITEM	DESCRIPTION	QTY	MATERIAL
1	SCREW	1	STEEL
2	ORIENTING NUT	1	CAST IRON
3	BOOTS & NUTS	1	RUST PROOF STEEL
4	1" BUSH	2	RUBBER
5	1" BUSH	1	CAST IRON
6	LOW TORQUE BEARING	1	BRONZE
7	STUFFING BOX GASKET	1	COMPOSITION
8	COVER	1	CAST IRON
9	LOW RISING STEM	1	BRONZE B-584
10	LEAK PLUGG BOOT	1	RUST PROOF STEEL
11	LEAK PLUGG GASKET	1	COMPOSITION
12	LEAK PLUGG NUTS	1	RUST PROOF STEEL
13	BODY	1	CAST IRON
14	GATE LUT	1	BRONZE
15	GATE BUSH	2	BRONZE
16	WEDGE BUSH	2	BRONZE
17	GATE	2	CAST IRON
18	WEDGE	2	BRONZE
19	WOOD	2	CAST IRON
20	PIPE PLUG	1	CAST IRON
21	PEGS	4	BRONZE
22	STANDS	2	STAINLESS STEEL

PART NO.	FINISHED	SYN.	REVISION RECORD	DR.	DATE
<div style="text-align: center;"> </div>					
<div style="text-align: center;"> VALVE DIVISION CLOW CORPORATION OSKALOOSA, IOWA </div>					
TITLE QUART - 14" - 36" GATE VALVE FLANGE END - CLOW - ALUMINUM					
<small>THIS Dwg. AND ALL DIMENSIONS THEREON ARE THE PROPERTY OF CLOW CORPORATION AND SHALL NOT BE LOANED, COPIED OR REPRODUCED WITHOUT WRITTEN CONSENT.</small>					
SCALE	1/8" = 1"	PATTERN NO.	J.B.T. 1111	DR.	J.B.T. 1111
DATE	5-18-76	DO NOT SCALE	DR. J.B.T. 1111	DR.	J.B.T. 1111
WEIGHT	3-18-76	APPROVED	DR. J.B.T. 1111	DR.	J.B.T. 1111
Dwg. NO. C-11470 N					

CLOW AWWA DOUBLE DISC GATE VALVES**IRON BODY, BRONZE MOUNTED, PARALLEL SEAT****DESCRIPTION AND ADVANTAGES**

Clow AWWA Gate Valves are designed primarily for flow control of water in underground pipe lines. They equal or exceed the requirements established by standards of the American Water Works Association and conform to Federal Specifications WW-V-58b, Type II, Class I.

Clow AWWA Gate Valves are specifically designed for heavy pressure service. Neck, flanges, and bell are made extra heavy to

withstand pipe strain and possible shifting. Body, cover, gates, and stem are built for extra strength, with clean and simple internal construction, to assure long service and low maintenance.

All working parts are standardized and interchangeable.

The construction of Clow AWWA Gate Valves is clearly illustrated by the sectional view shown on page 120.

OPERATION OF THE VALVE

Turning the stem releases the wedging pressure on the gates allowing them to move away from their seats before starting upward travel. Further turning of the stem raises the gates into the fully opened position.

When closing the valve, the gates move freely downward without friction, to a position

opposite their seats.

As the gates approach the bottom of the valve, the iron hooks come into contact with stops which prevent further downward movement of the hooks. The bronze wedges riding on these hooks spread the gates apart and force them against their seats.

CONSTRUCTION

Body: Cast iron, bronze mounted. Sturdy proportions provide protection against damage.

Stem: Manganese bronze of high tensile and torsional strength, with accurate, perfectly machined threads. Ample diameters assure smooth valve movement.

Stem Nut: Solid bronze. Independent of hooks, gates, and wedges. Stem or stem nut will not bind or spring out of line, as can happen when stem nut is attached to wedges.

Wedges: Independent, solid bronze. 2-inch thru 3-inch valves have integral hook and wedge. 4-inch thru 8-inch have independent solid bronze wedges placed loosely in iron hooks, and are free to adjust to varying positions of the gates. See sectional view on page 120.

In 10-inch and larger valves, each wedge has one long and one short surface. The bottom of each wedge forms a rocker bearing on the iron hooks, letting wedges adjust to varying positions of the gates in closing. The long side is used in closing the valve and the short side in opening it.

Low Torque Thrust Bearing: Valves 4" through 12" are fitted below the stem collar with an exclusive Low Torque Thrust Bearing which provides high load capacity and low friction. This bearing reduces operating torque up to 50%, yet seals perfectly for repacking under pressure.

Gates and Gate Rings: Gates 3-inch and smaller are bronze. Gates 4-inch and larger are high strength cast iron with bronze gate rings rolled into machined and dovetailed grooves under pressure to make gate and ring one inseparable unit. After fitting, gate rings are accurately machined.

Case Rings: Bronze case rings are screwed into place and machined. They can be removed and replaced if necessary.

Packing: O-Ring packing is standard on all non-rising stem gate valves. Rising stem and geared valves are furnished with conventional packing. See page 116.

Operating Nut and Handwheel: All valves except flanged valves and outside screw and yoke valves are supplied with 2-inch square operating nuts of high strength cast iron unless otherwise specified. Flanged valves and outside screw and yoke valves are supplied with handwheels of high strength cast iron unless otherwise specified. Direction of opening is indicated by arrow cast on operating nut skirt or on the rim of the handwheel.

Yoke: Yokes for outside screw and yoke valves are of rugged cast iron. Careful machining assures accurate stem alignment.

Accessories: Valves may be fitted with any of a large number of accessories, detailed on pages 153 through 157: cylinders, electric motor operators, gearing, by-passes, etc.


Rollers, Tracks and Scrapers: Recommended for 14" and larger diameter valves to carry weight of the gates for valves installed in a horizontal line in horizontal position. See page 156.

Slides: Recommended for 14" and larger valves installed horizontally in a vertical line. See page 156.

NOTE: All valves open to the left (counter-clockwise) unless otherwise specified.

DATE: July 2, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Consoer Townsend Envirodyne Engineers, Inc. at the July 8, 2004 DuPage Water Commission Meeting Resolution No. R-37-04	APPROVAL	
<p>The Commission entered into a master contract with Consoer Townsend Envirodyne Engineers, Inc. (CTE) dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-37-04 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 4: Hydraulic Evaluation of the Commission Distribution System</p> <p>CTE will perform an independent hydraulic analysis of design year 2020 average day as well as maximum day demands to identify and quantify apparent distribution system deficiencies. Based upon the deficiencies identified, CTE will propose various alternative corrective measures and determine their effectiveness by incorporating them into the hydraulic model simulations. The results of these simulations will be evaluated and the various alternatives will be described in a written report to be presented at the September 2004 Commission meeting.</p>			
MOTION: Move to adopt Resolution No. R-37-04.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-37-04

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.
AT THE JULY 8, 2004, DuPAGE WATER COMMISSION MEETING

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

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

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

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

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

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

Resolution No. R-37-04

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-37-04.doc

Resolution No. R-37-04

EXHIBIT 1

TASK ORDER NO. 4

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

1. **Project:**

Hydraulic Evaluation of the Commission Distribution System

2. **Services of Consultant:**

A. Basic Services:

1. Prepare a computerized hydraulic model of the DuPage Water Commission water transmission system. The basic hydraulic model shall be based on the current computer model in H₂O Net format and converted to the Haestad Methods Watercad, Version 6.5 format.
2. Confirm the accuracy of the converted model by comparing hydraulic model runs with the results previously obtained in the H₂O Net format.
3. Adjust the hydraulic model to incorporate a pipe friction factor "C" value equal to 95 for all pipes to more accurately reflect the current "C" values found within the system.
4. Based upon the hydraulic model utilizing design year 2020 average day as well as maximum day demands, identify and quantify the apparent deficiencies within the existing system.
5. Based upon the deficiencies determined from the hydraulic model runs, propose various alternative corrective measures and determine their effectiveness by incorporating them into the hydraulic model simulations. Evaluate the results of these simulations and determine the various alternatives for presentation as potential capital improvements.
6. Prepare a written report setting forth the findings of the hydraulic model simulations, including the various alternatives and their estimated costs, along with exhibits showing the results of the various hydraulic model simulation runs. The exhibits shall also be prepared in a 24-inch by 36-inch size format and mounted on foam board for use in a presentation to the Board of Commissioners.

B. Additional Services:

None

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

None

4. **Commencement Date:**

July 9, 2004

5. **Completion Date:**

For presentation at the September 9, 2004 Commission meeting.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Paul J. Herubin, P.E.

Chicago, IL

8. **Contract Price:**

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

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Obtain and Convert Existing Model to Haestad Format	1.93	\$2,500.00
Run Converted Model to Confirm Accuracy, Adjust, and Identify Deficiencies	1.93	\$6,500.00
Modify Model and Incorporate Alternative Modifications	1.93	\$6,500.00

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Evaluate Alternative Modifications	1.93	\$2,500.00
Prepare Written Report of Findings, including Preparation of Exhibits	1.93	\$5,000.00

9. **Payments:**

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

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

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

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is July 9, 2004.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Robert L. Martin, P.E.
Title: General Manager
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: martin@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paul J. Herubin, P.E.

Title: Project Engineer

Address: 303 East Wacker Drive, Chicago, Illinois 60601


E-mail Address: Paul.Herubin@cte-eng.com

Phone: (312) 938-0300 ext. 4292

Fax: (312) 938-1109

DATE: July 2, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Patrick Engineering, Inc. for Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) Planning Services</p> <p>Resolution No. R-38-04</p>	APPROVAL	
<p>Based upon a recommendation by the Engineering Committee, staff was directed to proceed with the development of a multi-purpose digital mapping and information system to serve the Commission's needs for infrastructure management, geographic information processing, map production, and facilities management. In May 2004, statements of interest and qualifications were solicited from qualified consultants to provide Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) planning services.</p> <p>The use of a GIS requires that large databases be created; hardware and software be purchased; applications be developed; and all components be installed, integrated and tested before the GIS can be used. These large and complex tasks are best orchestrated on the solid foundation of a needs analysis and implementation plan. Patrick Engineering, Inc., the most favorably ranked firm, proposes to prepare a Needs Analysis report that will detail how the specific functionality of an AM/FM/GIS can meet the organizational needs of the Commission. Patrick will also prepare a detailed Implementation Plan that will provide all of the necessary details for an efficient step-by-step implementation of the technology. Finally, Patrick will assist the Commission in recruiting a new staff person to support the GIS implementation efforts of the Commission.</p> <p>Patrick proposes to provide such services for a lump sum of \$52,750.00.</p>			
<p>MOTION: To approve Resolution No. R-38-04.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-38-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND PATRICK
ENGINEERING, INC. FOR AUTOMATED MAPPING AND FACILITIES
MANAGEMENT (AM/FM) AND GEOGRAPHICAL INFORMATIONAL
SYSTEM (GIS) PLANNING SERVICES

WHEREAS, the Commission desires to develop a multi-purpose digital mapping and information system to serve the Commission's needs for infrastructure management, geographic information processing, map production, and facilities management; and

WHEREAS, the Commission solicited statements of interest and qualifications for Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) planning services from qualified firms; ranked the proposals received based on previous experience and ability to meet time constraints among other factors; and interviewed the firms that submitted the three most favorably ranked proposals; and

WHEREAS, based on the presentations given and those factors identified above for the initial evaluation phase, the Commission selected Patrick Engineering, Inc. to provide professional engineering services in connection with the project;

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

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

SECTION TWO: A Contract between the DuPage Water Commission and Patrick Engineering, Inc., in substantially the form attached hereto and by this reference

incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the DuPage Water Commission, shall be and it hereby is approved.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

Resolution No. R-38-04

Exhibit 1

**CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND**

PATRICK ENGINEERING, INC.

FOR

**AUTOMATED MAPPING AND FACILITIES MANAGEMENT (AM/FM)
AND GEOGRAPHICAL INFORMATIONAL SYSTEM (GIS) PLANNING SERVICES**

CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
PATRICK ENGINEERING, INC.
FOR
AUTOMATED MAPPING AND FACILITIES MANAGEMENT (AM/FM)
AND GEOGRAPHICAL INFORMATIONAL SYSTEM (GIS) PLANNING SERVICES

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ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

ATTACHMENT C - Submittal Schedule

ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
PATRICK ENGINEERING, INC.
FOR
AUTOMATED MAPPING AND FACILITIES MANAGEMENT (AM/FM)
AND GEOGRAPHICAL INFORMATIONAL SYSTEM (GIS) PLANNING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Patrick Engineering, Inc., 4970 Varsity Drive, Lisle, Illinois 60532-4101, an Illinois corporation ("Consultant"), make this Contract as of the 9th day of July, 2004, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

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

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction,

instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Warranty of Services

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

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

3.2 Corrections

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

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding

any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to Owner and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against

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

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

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

6.2 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

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

in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

Patrick Engineering, Inc.
4970 Varsity Drive
Lisle, Illinois 60532-4101
Attention: Jeffrey C. Schuh, P.E.

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

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

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

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

7.12 Documents

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____

By: _____

Robert L. Martin

Title: _____

Title: General Manager

Attest/Witness:

PATRICK ENGINEERING, INC.

By: _____

By: _____

***[NAME OF CONSULTANT'S
EXECUTING OFFICER]***

Title: _____

Title: ***[TITLE OF CONSULTANT'S
EXECUTING OFFICER]***

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) planning services.

2. **Approvals and Authorizations:**

Consultant shall obtain the following approvals and authorizations: None.

3. **Commencement Date:**

The date of execution of the Contract by Owner.

4. **Completion Date:**

November 30, 2004, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. **Insurance Coverages:**

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

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

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

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

All employees shall be included as insureds.

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

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

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

6. **Contract Price:**

SCHEDULE OF PRICES

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

<u>Fifty-Two Thousand Seven Hundred Fifty</u> (in writing)	Dollars and <u>No</u> Cents (in writing)
<u>52,750</u> (in figures)	Dollars and <u>00</u> Cents (in figures)

7. **Payments:**

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

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

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

ATTACHMENT B

SCOPE OF SERVICES

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

INTRODUCTION

Building an automated mapping and facilities management (AM/FM) and geographic information system (GIS) for the DuPage Water Commission (Commission) will greatly enhance existing business practices and allow Commission departments to more effectively manage the water distribution infrastructure serving the residents of DuPage County. The use of a GIS requires that large databases be created; hardware and software be purchased; applications be developed; and all components be installed, integrated and tested before the GIS can be used. These large and complex tasks are best orchestrated on the solid foundation of a needs analysis and implementation plan.

The primary purpose of the GIS needs analysis is to analyze the workflow of the Commission in order to understand the responsibilities and business functions of each Commission department. The functional GIS needs of the Commission will provide the blueprint for data; hardware and software; staffing and training; and application development needs. This blueprint of needs will lead to a clear step-by-step approach for successful GIS implementation.

Patrick Engineering, Inc. (Patrick) has developed a rigorous GIS needs analysis methodology that stresses a thorough review of the functional workflow of the organization. In particular, **Patrick has specialized knowledge of water and wastewater utilities allowing for a more comprehensive vision of how GIS can best serve the Commission.** While data, software and hardware are all critical components of an effective GIS, designing a successful system must first rely on the functional requirements and business practices of the Commission. The Patrick methodology includes close interaction with Commission staff. It emphasizes ongoing feedback from Commission staff throughout the planning and system design process to ensure that the Commission's needs are properly addressed.

The needs analysis methodology **begins with a GIS Educational Forum** for all Commission participants in the planning process. Patrick will then distribute questionnaires followed by a round of **in-depth interviews** with selected staff and officials. The interviews provide an opportunity to document the Commission workflow and to determine how GIS can improve that workflow. The interviews and questionnaires also provide an opportunity to thoroughly document and inventory existing data and application resources used for managing Commission infrastructure.

Based on the analysis of the questionnaires and interviews, Patrick will prepare and deliver a **draft GIS Needs Analysis** report that will detail how the specific functionality of an AM/FM/GIS can meet the organizational needs of the Commission. Patrick will deliver five copies of the GIS Needs Analysis report for review by the Commission and incorporate comments into a final report, five copies of which will be delivered to the Commission.

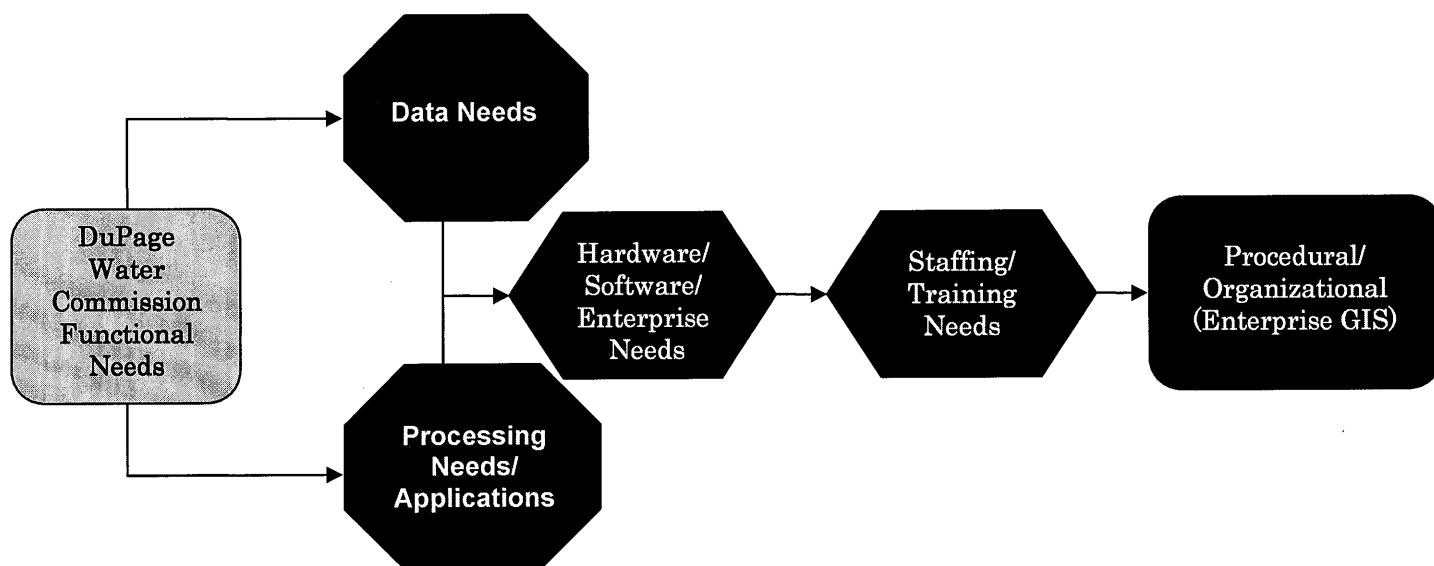
Upon review and acceptance of the GIS Needs Analysis report, Patrick will develop a **detailed AM/FM/GIS Implementation Plan**. The implementation plan will provide all of the necessary details for an efficient step-by-step implementation of the technology. In addition to a detailed implementation schedule and budget, Patrick will indicate the specific hardware and software requirements for the system, as well as any data conversion, data collection, custom application development and end-user training requirements. Specific methodologies and recommendations for data conversion and data collection will be provided as well as guidelines for ongoing system and database maintenance.

Patrick will deliver five copies of the Implementation Plan report for review by the Commission and incorporate comments into a final report, five copies of which will be delivered to the Commission.

GIS NEEDS ANALYSIS AND IMPLEMENTATION PLAN METHODOLOGY

Water and wastewater utilities regularly use AM/FM/GIS to manage complex utility networks. While most people are aware of the existence of GIS, its full potential is often unclear or poorly understood. For a GIS needs analysis to be effective, it is helpful to first provide Commission officials with a clear explanation of the technology's benefits and potential. Providing this information up front can build the consensus of support necessary to ensure a successful and efficient GIS needs analysis and subsequent GIS implementation.

To this end, Patrick will conduct one **GIS Educational Forum**, approximately two hours in duration, with all participating Commission departments. It is critical that all potential GIS users take ownership in the process by understanding how the technology will ultimately benefit their existing workflow. **Accordingly, this initial meeting will serve to explain the general goals and logistics of the project. In addition, it will provide an opportunity to explain the utility and importance of GIS for the Commission, and for participants to learn firsthand how GIS can facilitate their work.** Patrick will provide successful examples of GIS applications from other Illinois utilities and public agencies to show how GIS is currently being used. In particular, Patrick will highlight other agencies using GIS in DuPage County. Commission staff will also have an opportunity to ask questions about the function of the GIS needs analysis as well as their specific roles in the process.



The GIS Educational Forum will prepare Commission officials and staff for more productive involvement in the needs analysis process. Patrick's needs analysis methodology emphasizes a **functional approach to AM/FM/GIS, in which the Commission's workflow defines the necessary GIS functionality**. This, in turn, defines the data, software, hardware and training needs. In other words, **the technology is driven by the needs of the Commission**, allowing the Commission to leverage the technology for optimal results. Far too often, organizations invest in technology and data prior to determining the needs that the technology will address, causing wasteful expenditures and leading to disappointing results from the GIS.

Needs Analysis Data Gathering

At the conclusion of the GIS Educational Forum, participating Commission staff (up to 18) will be given a **Questionnaire related to their specific work responsibilities and use of maps and other data**. Patrick will use the information gathered from these questionnaires to facilitate and guide subsequent meetings and interviews. Patrick will also use the questionnaires to compile a preliminary list of potential GIS applications for all participating Commission departments.

With an initial set of applications outlined from the questionnaires, Patrick GIS analysts and appropriate systems specialists will conduct up to eighteen in-depth **Individual Interviews** with representatives from participating Commission departments.

Using a series of application description forms that will help illustrate specific GIS applications, Patrick will collaborate with Commission staff to identify existing and potential Commission functions that have a geographic component and that could be enhanced through use of a GIS. During the interviews, Patrick will document the maps and other data used by each department and identify opportunities to incorporate GIS. **Specific emphasis will be placed on GIS solutions that integrate existing software**

and data used by the Commission. The interviews will also serve to develop a detailed inventory of all existing geographic data and associated attribute data.

The interviews with key personnel are primarily designed to compile a comprehensive list of Commission functions that can be improved with GIS and to determine the extent of all existing mapping resources used by the Commission. The interviews will also be used to develop a master data list describing existing data resources and additional data needed for new applications.

Data Analysis and Reporting

Patrick GIS and information systems analysts will analyze the information gathered from the questionnaires and the individual interviews. From this analysis, and department group meetings (up to five meetings, each approximately two hours in duration), Patrick will provide the Commission with five copies of a **Preliminary GIS Needs Analysis** report. For each department, the report will outline the department's responsibilities and will include a detailed list of maps currently used in the department. In addition to current map data, the needs analysis report will describe other data currently used (e.g., tabular databases), current map or data problems, future needs (information systems and mapping) and potential GIS applications.

In addition, the needs analysis report will include recommendations for Commission-wide GIS applications. The vast amount of information gathered during the needs analysis will be summarized in a **Geographic Information Needs Matrix**. This matrix will summarize common geographic information needs across departments and help department managers visualize priorities for the GIS implementation.

Once Commission officials have had the opportunity to review the Preliminary GIS Needs Analysis report, Patrick will facilitate a meeting with Commission representatives. This meeting will allow for group discussion of the initial findings and provide an opportunity to check for accuracy and completeness of the findings.

Incorporating feedback from the review meeting, Patrick will prepare a **Final GIS Needs Analysis** report and deliver five copies to the Commission.

Implementation Plan Development

The information gathered for the needs analysis will drive the AM/FM/GIS implementation plan for the Commission. With the functional needs and business practices identified during the needs analysis, Patrick will provide the necessary steps for successful GIS implementation that fits the needs of the Commission. Patrick has a broad range of experience with hardware, software and printing/plotting specifications appropriate for any GIS. Patrick will provide guidance for improved networking possibilities and determine how the Commission can benefit from Intranet server-based GIS solutions.

The needs analysis will provide a detailed inventory of essential data layers and provide guidance for appropriate applications for the Commission's GIS. The implementation plan will provide recommendations for prioritizing the most useful applications and for defining an appropriate **Pilot Project that will yield visible benefits for the Commission**. In determining data needs, Patrick will emphasize the need to ensure data quality and data accuracy appropriate for each application. Patrick will provide Federal Geographic Data Committee (FGDC) standards pertaining to geographic data accuracy and metadata. Patrick is experienced in FGDC metadata standards and can provide guidance to the Commission to make AM/FM/GIS documentation straightforward and practical.

Based on the functions and applications defined in the GIS needs analysis, Patrick will develop a Commission-wide organizational chart indicating a clear and efficient set of operating procedures. Patrick will also provide a clear and realistic timeframe for complete implementation of the GIS, including cost estimates.

A comprehensive data maintenance plan is critical to the long-term success of the Commission's GIS. Many departments will be using the GIS, and data may be shared with other agencies and organizations. Patrick will research opportunities for the Commission to work together with DuPage County and up to ten selected DuPage County municipalities to achieve greater efficiencies in developing and maintaining the GIS. Patrick will inventory the use of GIS by these surrounding organizations and provide guidance for data sharing and related cooperation. The cost of database development typically represents 70%-80% of the total cost of GIS implementation. By developing, maintaining and sharing data with other agencies, the Commission can enjoy considerable cost-savings and eliminate redundant efforts. The implementation plan will include guidelines for GIS data maintenance that will stress data quality, access and elimination of redundancy.

Implementation Plan Review and Presentation

Once Commission officials have had the opportunity to review the Preliminary GIS Implementation Plan report, five copies of which will be delivered to the Commission, Patrick will facilitate a meeting with Commission representatives. This meeting will allow for **group discussion of the initial findings** and provide an **opportunity to check for accuracy and completeness of the findings**. This inter-departmental meeting will also encourage communication between different GIS users within the Commission and will aim to **stimulate discussion for cooperative work between departments**.

Incorporating feedback from the review meeting, Patrick will prepare a **Final GIS Implementation Plan** report, five copies of which will be delivered to the Commission.

Following completion of the final GIS Needs Analysis report and the GIS Implementation Plan report, Patrick will be available to provide a presentation to present the findings and recommendations of the study to Commission officials.

IDENTIFICATION AND EVALUATION OF GIS PERSONNEL

Patrick will facilitate a meeting with Commission staff to define the job description as well as the appropriate skills and experience necessary for someone to support the GIS implementation efforts of the Commission. Patrick will acquire and provide up to ten resumes of appropriate individuals that meet the necessary requirements. Patrick will facilitate a second meeting with Commission staff to evaluate the resumes provided by Patrick as well as any provided by the Commission and develop, in consultation with Commission staff, a short-list (up to five) of candidates for interviews. Patrick will participate in the candidate interviews (up to five) as well as a final candidate evaluation meeting.

PROGRESS MEETINGS AND REPORTS

Patrick will attend monthly project progress meetings (up to three meetings, each approximately one to two hours in duration), and prepare and submit five copies of monthly status reports in advance of each progress meeting.

Summary of GIS Needs Analysis and Implementation Plan Activities and Deliverables (in bold):

- 1. GIS Education Forum (approx. 2 hours duration)**
- 2. Questionnaire Development and Distribution (up to 18 questionnaires)**
3. Questionnaire Analysis
4. Individual Interviews (up to 18 interviewees)
5. Interview Analysis
6. Department Group Discussions (up to 5 meetings; approx. 2 hours duration per meeting)
- 7. Preliminary GIS Needs Analysis Report**
8. GIS Needs Analysis Report Review Meeting
- 9. Final GIS Needs Analysis Report**
- 10. Preliminary GIS Implementation Plan Report**
11. GIS Implementation Plan Report Review Meeting
- 12. Final GIS Implementation Plan Report**
- 13. Final Presentation of Findings**
14. Monthly Project Progress Meetings and Reports (3 meetings; approx. 1-2 hours duration per meeting)
15. GIS Personnel Requirements Meeting
- 16. Identification and Evaluation of GIS Candidate Resumes**
17. GIS Candidate Interviews and Evaluation

ATTACHMENT C

SUBMITTAL SCHEDULE

Submittal:

Due Date:

Report Identifying Appropriate
GIS Candidates for Short-List

August 19, 2004

Final GIS Needs Analysis

September 28, 2004

Draft GIS Implementation Plan

October 20, 2004

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel:

Name:

Telephone:

Scott Barnwell

630-795-7375

2. Security:

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

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

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

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform the

Services, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.


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



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

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

DATE: July 2, 2004

SUBJECT: Summary of Action Since Previous Meeting

1. A certified copy of Ordinance No. O-13-04: "Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2004 and Ending April 30, 2005" was filed with the Clerks of DuPage, Cook, and Will Counties.
2. A certified copy of Ordinance No. O-14-04: An Ordinance Determining the Prevailing Rate of Wages in DuPage County and Cook County was filed with both the Secretary of State and the Department of Labor of the State of Illinois. The Commission also published a copy of the Ordinance in the Chicago Tribune.
3. Cheryl Pattelli, the Commission's new Financial Administrator, began working on June 14th. Richard Skiba retired as of June 30th and will be working as a part-time employee.
4. Task Order No. 3 for Consoer Townsend Envirodyne Engineers, Inc. was executed as authorized by Resolution No. R-31-04.
5. Notice of acceptance was sent to SEECO Consultants, Inc. for Soils and Materials Testing Services as authorized by Resolution No. R-32-04.
6. Notices of acceptance were also sent to The PAR Group – Paul A. Reaume, Ltd. for recruitment services related to the Manager of Water Operations and Human Resources/Training Coordinator positions, and to Chapman and Cutler for arbitrage rebate calculation services on outstanding 2003 DuPage Water Commission Water Revenue Bonds, both as authorized by Board motion at the June 10th meeting.

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Jun-04 TO 02-Jul-04

ACPA0407
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

07/08/04

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
ADT Security Services, Inc.	73762028	06/12/04	Fire & Security Services: 07/01/04-09/30/04	WF-6622	WR	109.10	109.10
Aerex Pest Control	Various	06/18/04	Exterminator - DPPS	WF-6622	WR	144.00	144.00
Alliance Window Cleaning, Inc.	82318	06/21/04	Window Washing DPPS: June 2004	WF-6622	WR	164.00	164.00
Alvord, Burdick & Howson	83	06/30/04	Diehl Rd. to 75th: 05/25/04-06/24/04	WF-7913	DSR	2,754.15	
Alvord, Burdick & Howson	83	06/30/04	Naperville Rd. to Diehl Rd.: 05/25/04-06/24/04	WF-7913	DSR	5,484.56	
Alvord, Burdick & Howson	83	06/30/04	Butterfield Rd. to Prairie Path: 05/25/04-06/24/04	WF-7913	DSR	43,906.16	
Alvord, Burdick & Howson	2004236	06/30/04	Underground Corrosion Mtg Rep.: 05/25/04-06/24/04	WF-6632	WR	665.50	
Alvord, Burdick & Howson	2004237	06/30/04	Blow-Off Valve Improvement Tsk Odr. #9: 05/25/04-06/24/04	WF-6389	WR	24.65	
Alvord, Burdick & Howson	2004238	06/30/04	Blow-Off Valve Improvement Tsk Odr. #9: 05/25/04-06/24/04	WF-6389	WR	13,983.45	
Alvord, Burdick & Howson	2004239	06/30/04	48" West Transmission Main - TW-3: 05/25/04-06/24/04	WF-7913	DSR	13,810.36	
Alvord, Burdick & Howson	2004240	06/30/04	48" West Transmission Main - TW-3: 05/25/04-06/24/04	WF-7913	DSR	2,700.00	
Alvord, Burdick & Howson	2004241	06/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 05/25/04-06/24/04	WF-7913	DSR	55,649.33	
Alvord, Burdick & Howson	2004242	06/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 05/25/04-06/24/04	WF-7913	DSR	11,649.11	
Alvord, Burdick & Howson	2004243	06/30/04	Dist. Fac. Update - GPS Tsk Odr. #17: 05/25/04-06/24/04	WF-6389	WR	13,727.72	
Alvord, Burdick & Howson	101 OT	06/30/04	72" Along Rt. 83 (TIB-1) Task Order # 11: 05/25/04-06/24/04	WF-7913	DSR	419.19	164,774.18
American Water Works Association	1000218360	06/11/04	Distribution Systems Operations - Publication	WF-6540	WR	36.50	
American Water Works Association	2000344999	05/31/04	Membership Renewal: R. Martin, C. Bostick	WF-6540	WR	1,402.00	1,438.50
AT&T	6308340100	05/25/04	Long Dist. Serv. DPPS: 04/25/04-05/25/04	WF-6514	WR	325.12	325.12
Avalon Petroleum Company	389623	06/08/04	Gasoline	WF-6642	WR	1,692.00	1,692.00
Bank One	311806002454	06/02/04	Replenish I-PASS: M-78556, M-66159	WF-6131	WR	80.00	
Bank One	311806002454	06/02/04	Lunch for Administrative Meetings	WF-6590	WR	80.31	
Bank One	311806002454	06/02/04	Gasoline	WF-6642	WR	32.58	
Bank One	311806002470	06/02/04	Repair to Power Drill	WF-6622	WR	102.80	295.69
Benson, Raymond		06/30/04	Services as Commissioner: 01/01/04-06/30/04	WF-6389	WR	300.00	300.00

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Blackburn Mfg. Co.	239065-IN	06/10/04	Locating Flags	WF-6634	WR	217.86	217.86
Camp Dresser & McKee Inc.	80179236-1	06/29/04	DPPS Power Supply Design: 05/16/04-06/19/04	WF-7912	DSR	5,275.15	5,275.15
CDW Government, Inc.	NN71170	06/21/04	Viewsonic Monitor	WF-6951	WR	689.99	
CDW Government, Inc.	NN91803	06/21/04	Windows XP Software	WF-6550	WR	43.84	
CDW Government, Inc.	NO50798	06/23/04	Microsoft & Windows Licenses	WF-6550	WR	1,468.00	2,201.83
Chaplin, Elizabeth		06/30/04	Services as Commissioner: 01/01/04-06/30/04	WF-6389	WR	300.00	300.00
Charles Equipment Co.	131271	06/16/04	Maintenance Supplies	WF-6622	WR	79.05	79.05
Chicago, City of: Dept. of Water	Ltr.	06/09/04	Electric Service: 04/02/04-05/03/04	WF-6611	WR	75,055.36	75,055.36
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	07/02/04	Water Supply: 06/01/04-06/30/04	WF-1910	WR	(702,272.30)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	07/02/04	Water Supply: 06/01/04-06/30/04	WF-6611	WR	3,511,361.52	2,809,089.22
Cintas First Aid & Safety	343227923	06/25/04	First Aid Supplies	WF-6622	WR	130.40	130.40
Commonwealth Edison	Various	06/07/04	Remote Opr. Valve 7A: 05/07/04-06/07/04	WF-6612	WR	645.28	
Commonwealth Edison	Various	06/16/04	CP Station #3: 05/18/04-06/16/04	WF-6612	WR	141.66	
Commonwealth Edison	Various	06/25/04	Tank Site #1 Serv: 05/25/04-06/25/04	WF-6612	WR	1,248.04	
Commonwealth Edison	Various	06/07/04	Meter Sta. Serv. 17B: 05/06/04-06/07/04	WF-6612	WR	3,049.18	5,084.16
Constellation NewEnergy, Inc.	0297187001	06/25/04	DPPS Electric Service: 05/24/04-06/23/04	WF-6612	WR	153,811.80	153,811.80
CTE Engineers, Inc.	44140675.2000-4	06/08/04	Eng. Svcs - Reservoir Design: 05/01/04-05/28/04	WF-7912	DSR	91,671.59	
CTE Engineers, Inc.	44140734.2000-1	06/08/04	Eng. Svcs. - Pipe Storage Facility: 05/01/04-05/28/04	WF-7912	DSR	1,751.11	
CTE Engineers, Inc.	44140735.1000-1	06/08/04	Eng. Svcs. - Darien Drainage: 05/01/04-05/28/04	WF-6389	WR	1,336.14	94,758.84
Discount Tire Co. Inc.	6952161	06/03/04	Vehicle Maintenance: M-76785	WF-6641	WR	122.00	122.00

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Door Systems, Inc.	0568684-IN	06/17/04	Annual Service for Overhead Doors	WF-6622	WR	1,368.00	
Door Systems, Inc.	0568685-IN	06/17/04	Annual Service for Gate Operators	WF-6622	WR	182.00	1,550.00
Downers Grove, Village of		06/21/04	Water Quality Loan - Draw #9	WF-1932	ST	300,000.00	300,000.00
Dymo Corporation	1309452	06/23/04	Office Supplies	WF-6521	WR	122.45	122.45
Elmhurst Memorial Hospital	19894	06/17/04	Pre-Employment Physical: J. Vazquez, Jr.	WF-6191	WR	110.00	110.00
Elmhurst Plaza Standard, Inc.	Various	06/17/04	Gasoline, Diesel	WF-6642	WR	241.81	241.81
Excalibur Refreshment Concepts, Inc.	35197	06/02/04	Coffee	WF-6521	WR	47.65	47.65
Exelon Services, Inc.	145005467	06/15/04	Maintenance Supplies	WF-6622	WR	174.00	174.00
Federal Express Corp.	1-821-19482	06/08/04	Messenger Service - Board Packages for Commissioners	WF-6532	WR	1,106.66	
Federal Express Corp.	1-870-50031	06/23/04	Messenger Service - Misc. Packages	WF-6532	WR	412.66	1,519.32
Feltes, Timothy J.		06/30/04	Services as Commissioner: 01/13/04-06/30/04	WF-6389	WR	280.22	280.22
Fox River Graphics Inc.	41803	06/29/04	Repair Large Screen Security Monitor	WF-6624	WR	2,915.00	
Fox River Graphics Inc.	41813	06/29/04	Repair Electrohome Marquee 8500 Projector	WF-6624	WR	5,400.00	8,315.00
Governmental Accounting Standards Board	4173007	06/21/04	1 Year of GASB Subscription	WF-6540	WR	190.00	190.00
Grainger	001-495300-4	06/21/04	Pipeline Supplies	WF-6637	WR	545.65	
Grainger	001-774483-0	06/10/04	Dehumidifiers	WF-6633	WR	4,981.50	5,527.15
Hach Company	3877154	06/01/04	SCADA/Instrumentation	WF-6624	WR	73.10	
Hach Company	3893203	06/14/04	Water Testing Supplies	WF-6614	WR	3,526.89	
Hach Company	3901598	06/21/04	Water Testing Supplies	WF-6614	WR	38.30	3,638.29

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Holland & Knight		06/30/04	Legal Services: May 2004	WF-6251	WR	10,451.62	
Holland & Knight		06/30/04	Legal Services: May 2004	WF-7951	DSR	5,475.20	15,926.82
Home Depot	Various	06/10/04	Maintenance Supplies	WF-6622	WR	1,111.50	
Home Depot	Various	06/30/04	Meter Station Maintenance	WF-6633	WR	308.72	
Home Depot	88818	06/10/04	Caps for CP Wires	WF-6632	WR	303.20	
Home Depot	Various	05/12/04	Pipeline Supplies	WF-6637	WR	91.05	1,814.47
Illinois EPA	ILR108973	05/31/04	TIB-1 IEPA Permit	WF-7972	DSR	500.00	500.00
Illinois Paper Company	Various	06/22/04	Office Supplies	WF-6521	WR	478.95	478.95
Illinois State Police		06/03/04	Radio Communication Service: July - September 2004	WF-6641	WR	1,282.50	1,282.50
J.U.L.I.E.	05-04-0433	06/01/04	Utility Locates: May 2004	WF-6634	WR	6,175.95	6,175.95
Janicki, John A.		06/30/04	Services as Commissioner: 01/01/04-01/31/04	WF-6389	WR	51.10	51.10
JM Process Systems, Inc.	61504 C	06/07/04	Maintenance Supplies	WF-6622	WR	83.11	83.11
Johnson, Carolyn		06/29/04	Office Supplies	WF-6521	WR	160.93	160.93
Kieft Brothers, Inc.	84437	06/14/04	Tank #1 Maintenance	WF-6633	WR	125.00	125.00
McMaster-Carr Supply Company	Various	06/14/04	Maintenance Supplies	WF-6622	WR	809.60	809.60
Mel's Ace Hardware	01259273 76	06/01/04	Vehicle Maintenance	WF-6641	WR	4.99	
Mel's Ace Hardware	Various	06/03/04	Meter Station, Tank Site, ROV Repairs	WF-6633	WR	147.43	
Mel's Ace Hardware	Various	06/24/04	Maintenance Supplies	WF-6622	WR	75.81	228.23
Menards - Hillside	20745	06/28/04	Maintenance Supplies	WF-6622	WR	7.98	7.98

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MK Battery	398298	06/17/04	Batteries for Meter Stations	WF-6633	WR	568.82	568.82
Naperville, City of	Various	06/22/04	Meter Sta. Service: 05/13/04-06/14/04	WF-6612	WR	551.52	551.52
National City Bank	802615001	06/16/04	Investment Safekeeping Fees: 05/01/04-05/31/04	WF-6233	WR	966.10	966.10
Neri Construction Company, Inc.	TSW-3	07/08/04	Cont. TSW-3: Partial Invoice No. 27	WF-7500	DSR	(8,800.00) (a)	
Neri Construction Company, Inc.	TSW-3	07/08/04	Cont. TSW-3: Partial Invoice No. 27	WF-3120	WR	114,700.00 (a)	105,900.00
Network Technologies Group, LLC	20397	06/01/04	Corrosion Telemetry: 05/01/04-06/01/04	WF-6514	WR	85.95	
Network Technologies Group, LLC	20439	06/14/04	SCADA/Instrumentation	WF-6624	WR	75.00	160.95
New Pig Corporation	3075456-00	06/04/04	Maintenance Supplies	WF-6622	WR	379.88	379.88
Nextel Communications	648652511	06/13/04	Cellular Phone Serv.: 05/09/04-06/08/04	WF-6514	WR	397.79	397.79
Olive Grove Landscaping, Inc.	7530	05/28/04	Landscape Mgmt Serv: May 2004	WF-6622	WR	4,242.50	
Olive Grove Landscaping, Inc.	7584	06/25/04	Remove Trees & Plant Bushes - ROV21A	WF-6633	WR	1,950.00	6,192.50
Orr Safety	INV0265317	06/04/04	Repairs to Gas Detector	WF-6622	WR	144.00	144.00
Ottawa, City of Visitation Days		07/01/04	Annual Visitation Day	WF-6133	WR	75.00	75.00
Par Group, The		06/22/04	Professional Svcs for Recruitment & Selection of Fin. Admin.	WF-6389	WR	5,827.23	5,827.23
Pitney Bowes Inc.	5795233-JN04	06/13/04	Postage Meter Rental	WF-6550	WR	597.00	597.00
PMA Financial Network, Inc.	77528	06/15/04	PMA Local Bank Analysis Report	WF-6232	WR	125.00	125.00
Premio Computer Inc.	120788 SL	06/16/04	Workstation Computer	WF-6951	WR	1,165.00	1,165.00
Promo Video	1821	06/07/04	Photos from VHS Tape	WF-6634	WR	95.00	95.00

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Quill Corporation	Various	06/25/04	Office Supplies	WF-6521	WR	477.99	477.99
Red Wing Shoe Store	450000000510	06/10/04	Safety Shoes: J. Salz, A. Melgoza	WF-6626	WR	331.98	
Red Wing Shoe Store	450000000526	06/24/04	Safety Shoes: K. Driscoll	WF-6626	WR	143.99	
Red Wing Shoe Store	450000000526	06/24/04	Safety Shoes: J. Mox	WF-6636	WR	195.99	671.96
Reliable Office Supplies	ZJ086100	06/22/04	Office Supplies	WF-6521	WR	117.35	117.35
Rental Max L.L.C.	07-056527-03	06/10/04	Rental of Mini Excavator	WF-6625	WR	253.08	253.08
Rosemount, Inc.	2154562	05/31/04	Pressure Transmitters	WF-6624	WR	3,446.63	3,446.63
Rossi Contractors, Inc.	BOV-1	06/25/04	Cont. BOV-1: Partial Invoice No. 23	WF-3520	WR	(9,934.87) (a)	
Rossi Contractors, Inc.	BOV-1	06/25/04	Cont. BOV-1: Partial Invoice No. 23	WF-3530	WR	(600.00) (a)	
Rossi Contractors, Inc.	BOV-1	06/25/04	Cont. BOV-1: Partial Invoice No. 23	WF-6631	WR	99,348.70 (a)	88,813.83
Rossi Contractors, Inc.	TIB-1	06/30/04	Cont. TIB-1: Partial Invoice No. 3	WF-3520	WR	(69,814.83) (a)	
Rossi Contractors, Inc.	TIB-1	06/30/04	Cont. TIB-1: Partial Invoice No. 3	WF-3530	WR	(600.00) (a)	
Rossi Contractors, Inc.	TIB-1	06/30/04	Cont. TIB-1: Partial Invoice No. 3	WF-7500	DSR	698,148.28 (a)	627,733.45
Royal Office Products	Various	06/29/04	Office Supplies	WF-6521	WR	257.63	257.63
SBC	6308940725	06/04/04	Tank Site #1: 06/04/04-07/03/04	WF-6514	WR	18.60	
SBC	6308340100	06/22/04	Service DPPS: 06/22/04-07/21/04	WF-6514	WR	531.75	
SBC	708Z096241	06/16/04	Backup Telemetry Serv: 06/16/04-07/15/04	WF-6514	WR	702.50	1,252.85
Sears	13003715805	06/08/04	Gas Grill	WF-6590	WR	229.99	229.99
Seeco Consultants, Inc.	11903	06/28/04	Material Testing - BOV-1: 05/16/04-06/15/04	WF-6389	WR	1,370.00 (a)	1,370.00
Sooper Lube	51998	06/08/04	Vehicle Maintenance: M-76785	WF-6641	WR	32.45	32.45

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Jun-04 TO 02-Jul-04

ACPA0407

ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

07/08/04

- 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
Specialty Mat Service	250998	06/14/04	Floor Mat Service: 06/14/04	WF-6622	WR	58.90	
Specialty Mat Service	252750	06/28/04	Floor Mat Service: 06/28/04	WF-6622	WR	58.90	117.80
Thompson Elevator Inspection Service, Inc.	603807	12/18/03	Semi-Annual Elevator Inspection for the City of Elmhurst	WF-6622	WR	50.00	
Thompson Elevator Inspection Service, Inc.	04-1724	06/16/04	Semi-Annual Elevator Inspection for the City of Elmhurst	WF-6622	WR	50.00	100.00
Thorn, Richard		06/30/04	Services as Commissioner, Services as Treasurer	WF-6389	WR	300.00	300.00
ThyssenKrupp Elevator Company	258001	07/01/04	Elevator Maintenance: 07/01/04-07/31/04	WF-6622	WR	232.84	232.84
Total Facility Maintenance, Inc.	114842	06/16/04	Janitorial Supplies	WF-6622	WR	336.00	
Total Facility Maintenance, Inc.	114886	07/01/04	DPPS Cleaning Services: July 2004	WF-6622	WR	1,925.83	2,261.83
Tree Towns Repro Service	703939	06/04/04	Plan Reproduction - MS 7B/8F	WF-6634	WR	16.47	
Tree Towns Repro Service	707780	06/09/04	Scanning Documents to CD	WF-6634	WR	19.00	
Tree Towns Repro Service	707911	06/25/04	Drawing Reduction - Darien Drainage	WF-6634	WR	15.00	
Tree Towns Repro Service	708067	06/22/04	Copies of Traffic Plans for TIB-1	WF-7913	DSR	15.00	65.47
U.S. Postal Service (Postage-by-Phone)		06/24/04	Replenish Postage Meter	WF-6532	WR	3,000.00	3,000.00
USAutomation	1069	06/02/04	SCADA/Instrumentation	WF-6624	WR	130.00	130.00
Verizon Wireless	504976418	06/08/04	Cellular Phone Serv.: 06/09/04-07/08/04	WF-6514	WR	42.47	
Verizon Wireless	505077564	06/11/04	Cellular Phone Serv.: 06/12/04-07/11/04	WF-6514	WR	30.70	73.17
Villa Park Material Co. Inc.	Various	06/14/04	Tank Site Maintenance	WF-6633	WR	3,327.40	3,327.40
Villa Park Office Equipment	7228	06/26/04	Office Supplies	WF-6521	WR	541.00	541.00
Vondra, Michael P.		06/30/04	Services as Commissioner: 01/01/04-06/30/04	WF-6389	WR	300.00	300.00
Vrdolyak		06/30/04	Services as Commission: 02/24/04-06/30/04	WF-6389	WR	210.99	210.99

ACPA0407
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

07/08/04

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
West	806697471	05/29/04	Illinois Compiled Statutes Supplement	WF-6522	WR	65.00	
West	806730459	06/01/04	Westlaw: 05/01/04-05/31/04	WF-6540	WR	243.95	308.95
West Suburban Bank		06/24/04	Letter of Credit 1382 Amendment Fee	WF-6233	WR	100.00	100.00
Zeilenga, Donald G.		06/30/04	Services as Commissioner: 01/01/04-06/30/04	WF-6389	WR	300.00	300.00
Total Accounts Payable							4,523,901.24 =====

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Jun-04 TO 02-Jul-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
07/08/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: 06/01/04-06/30/04	2,809,089.22	2,809,089.22	62.094%
Rossi Contractors, Inc.	Cont. TIB-1: Partial Invoice No. 3	627,733.45	3,436,822.67	75.970%
Downers Grove, Village of	Water Quality Loan - Draw #9	300,000.00	3,736,822.67	82.602%
Alvord, Burdick & Howson	Engineering Services	164,774.18	3,901,596.85	86.244%
Constellation NewEnergy, Inc.	DPPS Electric Service: 05/24/04-06/23/04	153,811.80	4,055,408.65	89.644%
Neri Construction Company, Inc.	Cont. TSW-3: Partial Invoice No. 27	105,900.00	4,161,308.65	91.985%
CTE Engineers, Inc.	Eng. Svcs. - Darien Drainage, Reservoir Design, Pipe Storage Facility	94,758.84	4,256,067.49	94.080%
Rossi Contractors, Inc.	Cont. BOV-1: Partial Invoice No. 23	88,813.83	4,344,881.32	96.043%
Chicago, City of: Dept. of Water	Electric Service: 04/02/04-05/03/04	75,055.36	4,419,936.68	97.702%
Holland & Knight	Legal Services: May 2004	15,926.82	4,435,863.50	98.054%
Fox River Graphics Inc.	Repair Electrohome Projector & Large Screen Security Monitor	8,315.00	4,444,178.50	98.238%
Olive Grove Landscaping, Inc.	Remove Trees & Plant Bushes, Landscape Mgmt Service	6,192.50	4,450,371.00	98.375%
J.U.L.I.E.	Utility Locates: May 2004	6,175.95	4,456,546.95	98.511%
Par Group, The	Professional Svcs for Recruitment & Selection of Fin. Admin.	5,827.23	4,462,374.18	98.640%
Grainger	Dehumidifiers, Pipeline Supplies	5,527.15	4,467,901.33	98.762%
Camp Dresser & McKee Inc.	DPPS Power Supply Design: 05/16/04-06/19/04	5,275.15	4,473,176.48	98.879%
Commonwealth Edison	Meter Station, ROV, CP, Tank Site Electric Service	5,084.16	4,478,260.64	98.991%
Hach Company	Water Testing Supplies, SCADA/Instrumentation	3,638.29	4,481,898.93	99.072%

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
07/08/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Rosemount, Inc.	Pressure Transmitters	3,446.63	4,485,345.56	99.148%
Villa Park Material Co. Inc.	Tank Site Maintenance	3,327.40	4,488,672.96	99.221%
U.S. Postal Service (Postage-by-Phone)	Replenish Postage Meter	3,000.00	4,491,672.96	99.288%
Total Facility Maintenance, Inc.	DPPS Cleaning Services: July 2004, Janitorial Supplies	2,261.83	4,493,934.79	99.338%
CDW Government, Inc.	Microsoft & Windows Licenses, Monitor, Windows XP Software	2,201.83	4,496,136.62	99.386%
Home Depot	Pipeline & Maint. Supplies, Meter Station Maint., Caps for CP Wires	1,814.47	4,497,951.09	99.426%
Avalon Petroleum Company	Gasoline	1,692.00	4,499,643.09	99.464%
Door Systems, Inc.	Annual Service for Overhead Doors & Gate Operators	1,550.00	4,501,193.09	99.498%
Federal Express Corp.	Messenger Service - Board Packages, Misc. Packages	1,519.32	4,502,712.41	99.532%
American Water Works Association	Membership Renewal, Publication	1,438.50	4,504,150.91	99.563%
Seeco Consultants, Inc.	Material Testing - BOV-1: 05/16/04-06/15/04	1,370.00	4,505,520.91	99.594%
Illinois State Police	Radio Communication Service: July - September 2004	1,282.50	4,506,803.41	99.622%
SBC	Backup Telemetry Service, Tank Site #1	1,252.85	4,508,056.26	99.650%
Premio Computer Inc.	Workstation Computer	1,165.00	4,509,221.26	99.676%
National City Bank	Investment Safekeeping Fees: 05/01/04-05/31/04	966.10	4,510,187.36	99.697%
McMaster-Carr Supply Company	Maintenance Supplies	809.60	4,510,996.96	99.715%
Red Wing Shoe Store	Safety Shoes: J. Mox, J. Salz, A. Melgoza, K. Driscoll	671.96	4,511,668.92	99.730%
Pitney Bowes Inc.	Postage Meter Rental	597.00	4,512,265.92	99.743%
MK Battery	Batteries for Meter Stations	568.82	4,512,834.74	99.755%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Jun-04 TO 02-Jul-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
07/08/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Naperville, City of	Meter Sta. Service: 05/13/04-06/14/04	551.52	4,513,386.26	99.768%
Villa Park Office Equipment	Office Supplies	541.00	4,513,927.26	99.780%
Illinois EPA	TIB-1 IEPA Permit	500.00	4,514,427.26	99.791%
Illinois Paper Company	Office Supplies	478.95	4,514,906.21	99.801%
Quill Corporation	Office Supplies	477.99	4,515,384.20	99.812%
Nextel Communications	Cellular Phone Serv.: 05/09/04-06/08/04	397.79	4,515,781.99	99.821%
New Pig Corporation	Maintenance Supplies	379.88	4,516,161.87	99.829%
AT&T	Long Dist. Serv. DPPS: 04/25/04-05/25/04	325.12	4,516,486.99	99.836%
West	Westlaw: 05/01/04-05/31/04, IL Compiled Statutes Supplement	308.95	4,516,795.94	99.843%
Benson, Raymond	Services as Commissioner: 01/01/04-06/30/04	300.00	4,517,095.94	99.850%
Chaplin, Elizabeth	Services as Commissioner: 01/01/04-06/30/04	300.00	4,517,395.94	99.856%
Thorn, Richard	Services as Commissioner, Services as Treasurer	300.00	4,517,695.94	99.863%
Vondra, Michael P.	Services as Commissioner: 01/01/04-06/30/04	300.00	4,517,995.94	99.869%
Zeilenga, Donald G.	Services as Commissioner: 01/01/04-06/30/04	300.00	4,518,295.94	99.876%
Bank One	Repair to Power Drill, Replenish I-PASS, Gas, Lunch for Admin. Mtgs	295.69	4,518,591.63	99.883%
Feltes, Timothy J.	Services as Commissioner: 01/13/04-06/30/04	280.22	4,518,871.85	99.889%
Royal Office Products	Office Supplies	257.63	4,519,129.48	99.895%
Rental Max L.L.C.	Rental of Mini Excavator	253.08	4,519,382.56	99.900%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Jun-04 TO 02-Jul-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
07/08/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Elmhurst Plaza Standard, Inc.	Gasoline, Diesel	241.81	4,519,624.37	99.905%
ThyssenKrupp Elevator Company	Elevator Maintenance: 07/01/04-07/31/04	232.84	4,519,857.21	99.911%
Sears	Gas Grill	229.99	4,520,087.20	99.916%
Mel's Ace Hardware	Maint. Supplies; Veh. Maint.; Meter Station, Tank Site & ROV Repairs	228.23	4,520,315.43	99.921%
Blackburn Mfg. Co.	Locating Flags	217.86	4,520,533.29	99.926%
Vrdolyak	Services as Commission: 02/24/04-06/30/04	210.99	4,520,744.28	99.930%
Governmental Accounting Standards Board	1 Year of GASB Subscription	190.00	4,520,934.28	99.934%
Exelon Services, Inc.	Maintenance Supplies	174.00	4,521,108.28	99.938%
Alliance Window Cleaning, Inc.	Window Washing DPPS: June 2004	164.00	4,521,272.28	99.942%
Network Technologies Group, LLC	SCADA/Instrumentation, Corrosion Telemetry	160.95	4,521,433.23	99.945%
Johnson, Carolyn	Office Supplies	160.93	4,521,594.16	99.949%
Aerex Pest Control	Exterminator - DPPS	144.00	4,521,738.16	99.952%
Orr Safety	Repairs to Gas Detector	144.00	4,521,882.16	99.955%
Cintas First Aid & Safety	First Aid Supplies	130.40	4,522,012.56	99.958%
USAutomation	SCADA/Instrumentation	130.00	4,522,142.56	99.961%
Kieft Brothers, Inc.	Tank #1 Maintenance	125.00	4,522,267.56	99.964%
PMA Financial Network, Inc.	PMA Local Bank Analysis Report	125.00	4,522,392.56	99.967%
Dymo Corporation	Office Supplies	122.45	4,522,515.01	99.969%
Discount Tire Co. Inc.	Vehicle Maintenance: M-76785	122.00	4,522,637.01	99.972%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 08-Jun-04 TO 02-Jul-04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
07/08/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Specialty Mat Service	Floor Mat Service: June 2004	117.80	4,522,754.81	99.975%
Reliable Office Supplies	Office Supplies	117.35	4,522,872.16	99.977%
Elmhurst Memorial Hospital	Pre-Employment Physical: J. Vazquez, Jr.	110.00	4,522,982.16	99.980%
ADT Security Services, Inc.	Fire & Security Services: 07/01/04-09/30/04	109.10	4,523,091.26	99.982%
Thompson Elevator Inspection Service, Inc.	Semi-Annual Elevator Inspection for the City of Elmhurst	100.00	4,523,191.26	99.984%
West Suburban Bank	Letter of Credit 1382 Amendment Fee	100.00	4,523,291.26	99.987%
Promo Video	Photos from VHS Tape	95.00	4,523,386.26	99.989%
JM Process Systems, Inc.	Maintenance Supplies	83.11	4,523,469.37	99.990%
Charles Equipment Co.	Maintenance Supplies	79.05	4,523,548.42	99.992%
Ottawa, City of Visitation Days	Annual Visitation Day	75.00	4,523,623.42	99.994%
Verizon Wireless	Cellular Phone Serv.: 06/12/04-07/11/04	73.17	4,523,696.59	99.995%
Tree Towns Repro Service	Copies of Traffic Plans, Scanned Documents, Plan Reproductions	65.47	4,523,762.06	99.997%
Janick, John A.	Servics as Commissioner: 01/01/04-01/31/04	51.10	4,523,813.16	99.998%
Excalibur Refreshment Concepts, Inc.	Coffee	47.65	4,523,860.81	99.999%
Soooper Lube	Vehicle Maintenance: M-76785	32.45	4,523,893.26	100.000%
Menards - Hillside	Maintenance Supplies	7.98	4,523,901.24	100.000%
Total Accounts Payable		4,523,901.24		