



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, MAY 17, 2018

6:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 3 minutes per person)
- IV. Approval of Minutes
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the April 19, 2018 Regular Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Report – April 2018
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the April 2018 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Finance Committee
 1. Report of 5/17/18 Finance Committee
 2. Actions on Other Items Listed on 5/17/18 Finance Committee Agenda
 - B. Administration Committee
 1. Report of 5/17/18 Administration Committee

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

2. Ordinance No. O-6-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Between the DuPage Water Commission and the Village of Hanover Park Concerning the Installation of a Water Main in the Village of Hanover Park

(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))

3. Ordinance No. O-7-18: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Water Purchase and Sale Contract between the DuPage Water Commission and the Village of Bartlett for the Village of Bartlett Unit System

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

RECOMMENDED MOTION: To adopt item numbers 2 and 3 under the Administration Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

4. Actions on Other Items Listed on 5/17/18 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 5/17/18 Engineering & Construction Committee
2. Resolution No. R-12-18: A Resolution Approving and Ratifying Certain Work Authorizing Orders Under Quick Response Electrical Contract QRE-8/17 at the May 17, 2018 DuPage Water Commission Meeting (**McWilliams Electric Co., Inc., in an estimated amount of \$187,140.00**)

(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)

3. Resolution No. R-13-18: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR 11/17 at the May 17, 2018 DuPage Water Commission Meeting (**John Neri Construction Co., Inc., at an estimated cost of \$21,000.00**)

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

4. Resolution No. R-14-18: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the May 17, 2018 DuPage Water Commission Meeting (**Volt Electric, Inc. in an estimated cost not-to-exceed \$29,000.00**)

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

5. Resolution No. R-15-18: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Bartlett Meter Station 30A (**no cost**)

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

6. Resolution No, R-16-18: A Resolution Approving and Authorizing the General Manager to Purchase an Intelligent Key Security System through GSA Contract GS-07F-0611X at the May 17, 2018 DuPage Water Commission Meeting (**Oak Security Group, LLC in the amount of \$129,090.83**)

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

RECOMMENDED MOTION: To adopt item numbers 2 through 6 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

7. Actions on Other Items Listed on 5/17/18 Engineering & Construction Committee Agenda

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$8,018,752.57 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$6,846,375.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

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

XI. Old Business

XII. New Business

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).

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

XIV. Adjournment

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

Board/Agendas/Commission/2018/Rcm1805.docx

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, APRIL 19, 2018
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 6:36 P.M.

Commissioners in attendance: J. Broda, J. Fennell, R. Gans (by teleconference), J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, P. Suess, and J. Zay

Commissioners Absent: D. Russo

Also in attendance: Treasurer W. Fates, J. Spatz, C. Johnson, C. Peterson T. McGhee, F. Frelka, J. Schori, J. Rodriguez, M. Weed, E. Kazmierczak, and B. Armstrong of Schirott, Luetkehans & Garner, LLC

PUBLIC COMMENT

None

APPROVAL OF MINUTES

Commissioner Pruyn moved to approve the Minutes of the March 15, 2018 Regular Meeting and the Minutes of the March 15, 2018 Executive Session Meeting of the DuPage Water Commission. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

CHARTER CUSTOMER HEARING

Commissioner Saverino moved to open the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019. Seconded by Commissioner Loftus and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

There being no comments, Commissioner Healy moved to close the Charter Customer Hearing regarding the Management Budget Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

PUBIC HEARING

Commissioner Healy moved to open the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019. Seconded by Commissioner Fennell and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

There being no comment, Commissioner Healy moved to close the Public Hearing regarding the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019. Seconded by Commissioner Pruyn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Fates presented the March 2018 Treasurer's Report consisting of 12 pages, noting that pages 1 and 2 contained a brief summary of the report.

Treasurer Fates pointed out the \$174.0 million of cash and investments on page 4, which reflected an increase of about \$1.8 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 10 totaling \$152.8 million and the market yield on the total portfolio showed 1.53% basis points which reflected an increase from the prior month. On page 11, the statement of cash flows showed an increase in cash and investments by about \$12.1 million and operating activities increased cash by approximately \$14.1 million, and roughly \$356,000 of sales tax was received. On page 12, the monthly cash/operating report showed that the Commission had met or exceeded all of its reserve requirements.

Commissioner Suess moved to accept the March 2018 Treasurer's Report. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that the Finance Committee reviewed and recommended for approval all action items listed on the Finance Committee Agenda. After providing a brief summary, Commissioner Suess moved to adopt item numbers 2 through 5 under the Finance Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Pruyn and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

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Absent: D. Russo

Item 2: Ordinance No. O-2-18: An Ordinance Approving and Adopting an Annual Management Budget for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019

Item 3: Ordinance No. O-3-18: An Ordinance Establishing Fixed Costs to be Payable by Each Contract Customer for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019 – (\$0.00)

Item 4: Ordinance No. O-4-18: An Ordinance Approving and Adopting the Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2018 and Ending April 30, 2019

Item 5: Request for Board Action: Authorizing the Transfer of Funds from the General Account to the Long-Term Water Capital Reserve Account (\$2.1M)

Commissioner Suess concluded his report by 1) thanking General Manager Spatz and staff for their work on the budget noting the Commission's positive financial position and 2) informing Board members that staff had scheduled presentation meetings with two credit rating agencies, Standard & Poor's and Moody's Investors Service, in an effort to reestablish the Commission's rating.

Administration Committee – Reported by Commissioner Healy

Commissioner Healy reported that the Administration Committee reviewed and recommended for approval all action items listed on the Administration Committee Agenda. He then asked General Manager Spatz to report on the discussion regarding an employee retirement notice incentive plan that would offer special benefits to employees that gave advance notice of their retirement. General Manager Spatz noted that the Commission has many senior level employees that could retire at any time and by implementing an incentive plan, it would give the Commission ample time to fill those positions. After General Manager Spatz shared what other municipalities offer, such as, funding a portion of the retiree's healthcare benefits, buying out their sick time, a monetary benefit, or a combination of, he noted that staff would prepare options for discussion at the next meeting.

With no further comment, Commissioner Healy moved to adopted Ordinance No. O-5-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning Improvements Relating to the Resurfacing of Greenbrook Boulevard. Seconded by Commissioner Obarski and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: D. Russo

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that the Engineering & Construction Committee reviewed and recommended for approval all action items listed on the Engineering & Construction Committee Agenda. After providing a brief summary, he welcomed any questions. Hearing none, Commissioner Loftus moved to adopt item numbers 2 and 3 under the Engineering & Construction Report section of the Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Fennell and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: D. Russo

Item 2: Resolution No. R-8-18: A Resolution Approving and Authorizing the Execution of a Master Agreement with Dixon Engineering, Inc. and Robinson Engineering, Ltd. for Professional Engineering Services (No Cost)

Item 3: Resolution No. R-11-18: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the April 19, 2018 DuPage Water Commission Meeting (McWilliams Electric Co., Inc., at an estimated cost of \$13,310.00)

ACCOUNTS PAYABLE

Commissioner Suess moved to approve the Accounts Payable in the amount of \$8,123,295.77 subject to submission of all contractually required documentation, for invoices that have been received and to approve the Accounts Payable in the amount of \$1,579,030.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated. Seconded by Commissioner Healy and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyn, F. Saverino, M. Scheck, P. Suess and J. Zay

Nays: None

Absent: D. Russo

CHAIRMAN'S REPORT

Chairman Zay began his report by providing a brief status update of the Bartlett project expressing how impressed he was with the progress, to date.

With regards to the Commission supplying water to the Village of Oswego and the City of Yorkville, Chairman Zay noted that the Village of Montgomery has also shown an interest and that the towns have received approval for an additional study relating to routes and

Minutes of the 4/19/2018 Commission Meeting

costs. In addition, Chairman Zay noted that the City of Joliet is also looking into water supply options stating that he would continue to keep the Board updated.

Next, Chairman Zay informed the Board that a Commission employee had been in a serious accident with one of the Commission vehicles noting that the employee was not injured, but had been put on administrative leave pending an investigation. Details as to the outcome of the investigation will be forthcoming.

Chairman Zay concluded his report by asking for questions regarding the General Manager's contract. Hearing none, Commissioner Healy moved to extend the term of the appointment of the General Manager and to amend the employment agreement with the General Manager in accordance with the Commission's By-Laws and to increase the General Manager's compensation in accordance with the discussions from the March 15, 2018 Executive Session. Seconded by Commissioner Broda and unanimously approved by a Roll Call Vote.

Ayes: J. Broda, J. Fennell, R. Gans, J. Healy, D. Loftus, D. Novotny, R. Obarski, J. Pruyne, F. Saverino, M. Scheck, P. Sues and J. Zay

Nays: None

Absent: D. Russo

OMNIBUS VOTE REQUIRING MAJORITY VOTE

None

OMNIBUS VOTE REQUIRING SUPER-MAJORITY OR SPECIAL MAJORITY VOTE

None

OLD BUSINESS

None

NEW BUSINESS

None

EXECUTIVE SESSION

None

Commissioner Broda moved to adjourn the meeting at 7:00 P.M. Seconded by Commissioner Pruyne and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DUPAGE WATER COMMISSION INTEROFFICE MEMORANDUM

TO: Chairman and Commissioners
FROM: Bill Fates, Treasurer
DATE: May 9, 2018
SUBJECT: TREASURER'S REPORT – April 30, 2018

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of April. I have also reviewed the monthly financial statements and budget status reports, and found them to be in order.

Summary of Cash & Investments (Page 4)

1. Cash and investments totaled \$174.6 million at April 30th, an increase of \$0.6 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$21.5 million at April 30th, an increase of approximately \$0.4 million compared to the \$21.1 million reported last month.
3. The BMO Harris money market accounts had \$12.2 million at month-end, relatively unchanged from the prior month balance.
4. During the month of April, the IIIT money market accounts decreased by approximately \$0.6 million from the prior month.
5. In April, our holdings of Asset Backed/Mortgage Obligations increased by \$3.7 million and U.S. Treasury, U.S. Agency, and Commercial Paper investments declined by \$1.0 million each.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the year-ended ended April 30, 2018, the Commission's cash and investments increased a total of \$12.6 million.
 - The Operating & Maintenance Account increased by \$0.9 million, for an ending balance of \$33.7 million.
 - The General Account decreased by \$13.3 million, for an ending balance of \$6.4 million. The Commission transferred \$21.3 million of investments from the General Account to the Capital Reserve account in June and \$2.1 million transferred to the Long-Term Water Capital Reserve account in April.
 - The Sales Tax Account remained unchanged at \$279.
 - The Capital Reserve Fund increased \$21.8 million for a balance of \$51.7 million.

- The Operating Reserve Account increased \$871,925 for a balance of \$68.1 million.
- The Long-Term Capital Reserve Account increased by \$2.3 million for a balance of \$14.7 million.

The following table presents a summary of the changes in cash position by account.

Cash and Investments by Account

Account	Balance 4/30/2017	Balance 04/30/2018	Increase (Decrease)
Operations & Maintenance	\$32,727,195	\$33,660,052	\$932,857
General Account	19,715,309	6,434,492	(13,280,817)
Sales Tax	275	279	4
Operating Reserve	67,223,928	68,095,853	871,925
Capital Reserve	29,853,221	51,699,745	21,846,524
Long-Term Cap. Reserve	12,415,641	14,706,490	2,290,849
Total Cash & Investments	\$161,935,569	\$174,596,911	\$12,661,342

Schedule of Investments (Pages 5-10)

1. The average yield to maturity on the Commission's investments was 1.58%, an increase from the prior month average yield to maturity of 1.53%.
2. The portfolio ended the year with \$2.8 of unrealized losses being recorded, compared to \$541,239 in unrealized losses at April 30, 2017.
3. The amortized cost of our investments was \$153.1 million at April 30th, up from the previous month due to interest earned.

Statement of Cash Flows (Page 11)

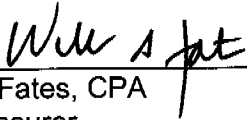
1. The statement of cash flows shows a breakdown of the \$12.6 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by \$17.1 million.
3. Approximately \$362,000 of sales tax revenue was received.
4. Loans Receivable, primarily related to Bartlett activity, increased by approximately \$3.0 million.
5. Capital Assets purchased were about \$3.7 million year-to-date.
6. Cash flow from investment activity generated \$2.0 million of income.

Reserve Analysis (Page 12)

1. The reserve analysis report shows the commission has met or exceeded all recommended reserve balances at April 30th.
2. The Operating and Maintenance Account was \$33.3 million which is a balance currently sufficient enough to cover an estimated 94 days of normal operation and maintenance costs.

3. The Operating Reserve account was \$68.1 million which is approximately 191 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
 TREASURER'S REPORT
 SUMMARY OF CASH AND INVESTMENTS
 April 30, 2018

FUNDS CONSIST OF:	April 30, 2018	March 31, 2018	INCR. - (DECR.)
PETTY CASH	1,200.00	1,200.00	0.00
CASH AT HARRIS BANK	21,469,925.52	21,111,401.25	358,524.27
TOTAL CASH	21,471,125.52	21,112,601.25	358,524.27
IIIT MONEY MARKET FUNDS	5,059,708.50	5,685,246.10	(625,537.60)
BMO HARRIS MONEY MARKET FUNDS	12,188,926.61	12,172,590.66	16,335.95
U. S. TREASURY INVESTMENTS	58,048,423.28	58,975,661.54	(927,238.26)
U. S. AGENCY INVESTMENTS	50,285,841.85	51,276,092.64	(990,250.79)
MUNICIPAL BONDS	5,587,676.70	5,588,053.36	(376.66)
COMMERCIAL PAPER	9,211,016.15	10,197,221.65	(986,205.50)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	12,744,192.24	9,025,658.20	3,718,534.04
TOTAL INVESTMENTS	153,125,785.33	152,920,524.15	205,261.18
TOTAL CASH AND INVESTMENTS	174,596,910.85	174,033,125.40	563,785.45
	April 30, 2018	March 31, 2018	% CHANGE
IIIT MONEY MARKET FUNDS	3.4%	3.6%	-11.0%
BMO HARRIS MONEY MARKET FUNDS	8.0%	8.0%	0.1%
U. S. TREASURY INVESTMENTS	37.9%	38.6%	-1.6%
U. S. AGENCY INVESTMENTS	32.8%	33.5%	-1.9%
MUNICIPAL BONDS	3.6%	3.7%	0.0%
COMMERCIAL PAPER	6.0%	6.7%	-9.7%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG	8.3%	5.9%	41.2%
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 April 30, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/18
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	1.660%	04/30/18	05/01/18	1	1.660%	\$ 12,188,926.61	\$ 12,188,926.61	\$ -	\$ 12,188,926.61	-
Water Fund General Account (01-121700)										
IIT - Money Market	1.860%	04/30/18	05/01/18	1	1.860%	1,453,486.78	1,453,486.78	-	1,453,486.78	-
JP Morgan Securities LLC CP	0.000%	12/15/17	05/29/18	29	1.810%	1,000,000.00	991,900.00	6,700.00	998,600.00	-
JP Morgan Securities LLC CP	0.000%	12/15/17	06/13/18	44	1.840%	1,000,000.00	990,900.00	6,926.11	997,826.11	-
GE Capital Treasury LLC	0.000%	12/15/17	07/16/18	77	1.770%	1,000,000.00	989,645.83	6,659.72	996,305.55	-
GE Capital Treasury LLC	0.000%	12/15/17	08/15/18	107	1.800%	1,000,000.00	987,985.00	6,773.89	994,758.89	-
GE Capital Treasury LLC	0.000%	12/15/17	09/07/18	130	1.830%	1,000,000.00	986,626.11	6,888.06	993,514.17	-
Weighted Avg Maturity			60		1.821%	\$ 6,453,486.78	\$ 6,400,543.72	\$ 33,947.78	\$ 6,434,491.50	\$ -
Sales Tax Funds (01-123000)										
IIT - Money Market	1.860%	04/30/18	05/01/18	1	1.860%	278.66	278.66	-	278.66	-
Weighted Avg Maturity			1		1.860%	\$ 278.66	\$ 278.66	\$ -	\$ 278.66	\$ -

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 April 30, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/18
Water Fund Operating Reserve (01-121800)										
MM - Money Market	1.860%	04/30/18	05/01/18	1	1.860%	228,667.21	228,667.21	-	228,667.21	-
US Treasury Notes	1.625%	11/14/16	04/30/19	365	1.060%	205,000.00	207,802.73	(1,658.19)	206,144.54	9.05
US Treasury Notes	2.125%	12/30/15	08/31/20	854	1.740%	575,000.00	584,950.20	(4,877.57)	580,072.63	2,058.59
US Treasury Notes	1.750%	02/03/16	10/31/20	915	1.350%	740,000.00	753,701.56	(6,370.05)	747,331.51	35.19
US Treasury Notes	2.625%	05/03/16	11/15/20	930	1.210%	2,400,000.00	2,548,875.00	(64,346.09)	2,484,528.91	29,063.54
US Treasury Notes	2.000%	03/24/16	11/30/20	945	1.380%	2,000,000.00	2,056,015.63	(24,692.19)	2,031,323.44	16,703.30
US Treasury Notes	2.375%	03/31/16	12/31/20	976	1.280%	775,000.00	813,931.64	(16,791.10)	797,140.54	6,152.37
US Treasury Notes	2.000%	07/06/16	02/28/21	1,035	0.920%	775,000.00	812,902.34	(14,613.54)	798,288.80	2,611.41
US Treasury Notes	1.250%	06/27/16	03/31/21	1,066	0.980%	1,285,000.00	1,281,108.99	(6,140.07)	1,274,968.92	1,339.31
US Treasury Notes	2.000%	01/05/17	05/31/21	1,127	1.870%	1,300,000.00	1,307,007.81	(2,033.46)	1,304,974.35	10,857.14
US Treasury Notes	2.000%	09/01/16	05/31/21	1,127	1.220%	1,950,000.00	2,020,078.13	(24,072.42)	1,996,005.71	16,285.71
US Treasury Notes	2.000%	10/05/16	08/31/21	1,219	1.210%	1,275,000.00	1,322,862.30	(15,034.79)	1,307,827.51	4,296.20
US Treasury Notes	2.000%	12/05/16	08/31/21	1,219	1.930%	2,150,000.00	2,156,382.81	(1,813.80)	2,154,569.01	7,244.57
US Treasury Notes	1.250%	03/13/17	10/31/21	1,280	2.110%	855,000.00	822,603.52	7,611.79	830,215.31	29.04
US Treasury Notes	2.000%	08/30/17	10/31/21	1,280	1.640%	2,000,000.00	2,028,515.63	(4,430.63)	2,024,085.00	108.70
US Treasury Notes	1.750%	04/03/17	11/30/21	1,310	1.860%	1,500,000.00	1,492,734.38	1,624.96	1,494,359.34	10,961.54
US Treasury Notes	1.750%	10/03/17	11/30/21	1,310	1.860%	1,500,000.00	1,495,195.31	647.40	1,495,842.71	10,961.54
US Treasury Notes	2.125%	06/28/17	12/31/21	1,341	1.720%	4,000,000.00	4,070,781.25	(12,788.81)	4,057,992.44	28,411.60
US Treasury Notes	1.750%	08/01/17	02/28/22	1,400	1.780%	1,800,000.00	1,797,539.06	396.20	1,797,935.26	5,307.07
US Treasury Notes	1.750%	05/11/17	04/30/22	1,461	1.930%	1,050,000.00	1,040,935.55	1,708.73	1,042,644.28	49.93
US Treasury Notes	1.875%	01/02/18	09/30/22	1,614	2.240%	275,000.00	270,552.73	290.51	270,843.24	436.73
Inter-American Development Bank	1.000%	04/12/16	05/13/19	378	1.100%	790,000.00	787,630.00	1,567.04	789,197.04	3,686.67
African Development Bank Note	1.125%	09/14/16	09/20/19	508	1.160%	505,000.00	504,464.70	285.70	504,750.40	647.03
Intl Bank of Recons and Dev Notes Global Notes	1.125%	08/18/17	11/27/19	576	1.500%	850,000.00	843,028.87	2,102.87	845,131.74	4,090.63
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,044	1.730%	925,000.00	920,597.00	1,836.25	922,433.25	2,171.18
MS ST Taxable GO Bonds	1.472%	02/18/15	10/01/18	154	1.470%	150,000.00	150,000.00	-	150,000.00	184.00
NYC, NY Taxable GO Bonds	1.850%	03/31/15	10/01/18	154	1.650%	565,000.00	565,000.00	-	565,000.00	776.88
CT ST Taxable GO Bonds	1.974%	03/25/15	03/15/19	319	1.970%	300,000.00	300,000.00	-	300,000.00	756.70
UNIV OF CAL Taxable Rev Bonds	2.003%	03/25/15	05/15/19	380	2.000%	135,000.00	135,000.00	-	135,000.00	1,246.87
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	427	2.160%	925,000.00	925,000.00	-	925,000.00	6,669.25
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	472	1.230%	710,000.00	711,533.60	(866.87)	710,666.73	1,948.56
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	519	1.680%	310,000.00	310,000.00	-	310,000.00	433.74
NY Trans Fin Auth, NY Txb Rev Bonds	2.750%	04/23/15	02/01/20	642	1.880%	375,000.00	389,816.25	(9,232.85)	380,583.40	2,578.13
NY Trans Fin Auth, NY Txb Rev Bonds	1.500%	07/14/16	05/01/21	1,097	1.500%	600,000.00	600,000.00	-	600,000.00	4,500.00
FHMS K731 A1	3.481%	04/13/18	04/25/24	2,187	2.740%	345,000.00	351,900.00	(22.68)	351,877.32	600.47
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,076	2.270%	300,601.52	319,389.12	(2,440.49)	316,948.63	876.75
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,227	2.270%	324,071.53	344,528.54	(2,055.39)	342,473.15	945.21
FN AL2092	3.000%	03/06/18	07/25/27	3,373	2.900%	527,578.38	528,237.86	(1.56)	528,236.30	1,318.95
Fannie Mae Pool	3.500%	04/05/18	02/25/28	3,588	2.770%	723,369.03	739,870.89	(187.70)	739,683.19	2,109.83
Fannie Mae Pool	3.500%	04/05/18	03/25/28	3,617	2.780%	147,010.76	150,364.44	(38.94)	150,325.50	428.78
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	3,739	2.240%	607,321.17	622,788.88	(224.99)	622,563.89	1,518.30
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,264	2.620%	236,254.27	250,134.21	(2,381.68)	247,752.53	689.07
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,476	2.350%	374,427.19	390,866.88	(2,372.08)	388,494.80	936.07
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,568	2.550%	399,348.17	425,243.40	(4,324.97)	420,918.43	1,164.77
Fannie Mae Pool	3.500%	02/13/18	01/25/33	5,384	2.980%	637,848.67	652,598.92	(350.75)	652,248.17	1,860.39

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/18
Water Fund Operating Reserve (01-121800) Continued...										
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	246	1.200%	49,282.64	49,775.46	(446.36)	49,329.10	77.95
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	489	1.080%	160,733.86	162,343.43	(1,201.79)	161,141.64	220.47
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,008	1.680%	784,453.23	792,283.96	(4,074.91)	788,209.05	1,393.71
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,067	2.030%	192,947.50	206,333.23	(13,385.73)	192,947.50	723.55
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	2,004	2.010%	646,141.46	659,062.99	(997.80)	658,065.19	1,475.89
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	2,127	2.240%	645,063.99	657,942.70	(673.13)	657,269.57	1,586.32
FNA 2017-M15 AV1	2.637%	11/30/17	11/25/24	2,401	2.230%	96,167.12	97,329.01	(35.71)	97,293.30	218.33
FHS 287 150	1.500%	12/21/17	10/15/27	3,455	2.480%	623,287.02	604,588.41	43.52	604,631.93	779.11
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	273	1.400%	275,000.00	274,829.50	128.31	274,957.81	976.82
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	302	1.080%	1,100,000.00	1,097,404.00	1,880.71	1,099,284.71	1,986.11
FNMA Benchmark Note	1.000%	08/05/16	02/26/19	302	0.900%	2,255,000.00	2,260,705.15	(3,857.38)	2,256,847.77	4,071.53
Freddie Mac Notes	1.125%	03/24/16	04/15/19	350	1.150%	1,700,000.00	1,698,776.00	836.15	1,699,612.15	850.00
FNMA Notes	1.750%	06/30/16	06/20/19	416	0.800%	1,000,000.00	1,027,710.00	(17,041.40)	1,010,668.60	6,368.06
FHLB Global Note	1.125%	06/02/16	06/21/19	417	1.140%	1,050,000.00	1,049,559.00	274.01	1,049,833.01	4,265.63
FHLMC Reference Note	0.875%	07/20/16	07/19/19	445	0.960%	1,500,000.00	1,496,040.00	2,337.63	1,498,377.63	3,718.75
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	459	0.930%	1,600,000.00	1,597,312.00	1,556.64	1,598,868.64	3,461.11
FHLB Global Note	0.875%	08/03/16	08/05/19	462	0.940%	600,000.00	598,848.00	664.33	599,512.33	1,254.17
FHLB Notes	1.375%	11/17/16	11/15/19	564	1.380%	1,790,000.00	1,789,588.30	197.78	1,789,786.08	11,349.10
FNMA Benchmark Note	1.750%	12/03/14	11/26/19	575	1.610%	475,000.00	478,063.75	(2,071.66)	475,992.09	3,578.99
FNMA Notes	1.500%	02/24/17	02/28/20	669	1.520%	1,075,000.00	1,074,312.00	265.85	1,074,577.85	2,821.88
FHLMC Agency	1.375%	04/19/17	04/20/20	721	1.490%	1,075,000.00	1,071,323.50	1,244.64	1,072,568.14	451.65
FNMA Notes	1.500%	08/01/17	07/30/20	822	1.600%	1,500,000.00	1,495,455.00	1,117.53	1,496,572.53	5,687.50
FHLB Notes	1.375%	09/08/17	09/28/20	882	1.480%	600,000.00	598,074.00	399.72	598,473.72	756.25
FHLB Global Note	1.125%	08/02/16	07/14/21	1,171	1.210%	1,000,000.00	996,160.00	1,329.37	997,489.37	3,343.75
FHLB Global Note	1.125%	07/14/16	07/14/21	1,171	1.250%	1,525,000.00	1,515,726.48	3,264.50	1,518,990.98	5,099.22
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,436	1.970%	1,120,000.00	1,114,971.20	1,025.89	1,115,997.09	1,516.67
Bank of Tokyo Mitsubishi UFJ	0.000%	11/13/17	05/11/18	11	1.570%	1,340,000.00	1,329,606.07	9,813.27	1,339,419.34	-
Toyota Motor Credit Corp	0.000%	11/01/17	07/27/18	88	1.650%	1,500,000.00	1,481,798.33	12,292.92	1,494,091.25	-
Weighted Avg Maturity				1,109	1.563%	\$ 67,659,574.72	\$ 68,307,058.81	\$ (211,205.31)	\$ 68,095,853.50	\$ 263,093.28

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/18
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)	1.860%	04/30/18	05/01/18	1	1.860%	2,348,958.22	2,348,958.22	-	2,348,958.22	-
US Treasury Notes	1.750%	02/03/16	10/31/20	915	1.350%	250,000.00	254,628.91	(2,152.04)	252,476.87	11.89
US Treasury Notes	2.000%	03/28/16	11/30/20	945	1.380%	265,000.00	272,442.77	(3,271.59)	269,171.18	2,213.19
US Treasury Notes	1.625%	11/14/16	11/30/20	945	1.400%	320,000.00	322,800.00	(993.35)	321,806.65	2,171.43
US Treasury Notes	2.000%	03/28/16	10/31/21	1,280	1.520%	275,000.00	282,014.65	(2,556.22)	279,458.43	14.95
US Treasury Notes	1.875%	01/12/15	11/30/21	1,310	1.780%	260,000.00	261,675.78	(777.07)	260,898.71	2,035.71
US Treasury Notes	1.500%	12/30/15	01/31/22	1,372	2.040%	75,000.00	72,697.27	850.61	73,547.88	279.70
US Treasury Notes	1.500%	09/03/15	01/31/22	1,372	1.870%	350,000.00	342,234.38	3,109.07	345,343.45	1,305.25
US Treasury Notes	1.625%	02/26/15	08/15/22	1,568	1.820%	175,000.00	172,662.11	956.22	173,618.33	589.17
US Treasury Notes	1.625%	12/04/15	11/15/22	1,660	1.930%	200,000.00	196,109.38	1,291.39	197,400.77	1,499.31
US Treasury Notes	1.500%	02/01/17	03/31/23	1,796	2.210%	425,000.00	407,800.78	3,287.34	411,088.12	539.96
US Treasury Notes	1.750%	04/24/15	05/15/23	1,841	1.790%	390,000.00	388,781.25	437.30	389,218.55	3,148.55
US Treasury Notes	1.375%	08/31/17	06/30/23	1,887	1.850%	175,000.00	170,378.91	504.27	170,883.18	804.30
US Treasury Notes	1.375%	01/03/17	08/31/23	1,949	2.240%	200,000.00	189,320.31	1,994.66	191,314.97	463.32
US Treasury Notes	1.375%	09/01/16	08/31/23	1,949	1.470%	275,000.00	273,259.77	397.89	273,657.66	637.06
US Treasury Notes	2.750%	12/05/16	11/15/23	2,025	2.260%	60,000.00	61,877.34	(356.49)	61,520.85	761.19
US Treasury Notes	2.750%	03/28/16	11/15/23	2,025	1.720%	150,000.00	160,974.61	(2,867.42)	158,107.19	1,902.97
US Treasury Notes	2.750%	10/09/15	11/15/23	2,025	1.910%	155,000.00	164,766.21	(2,926.99)	161,839.22	1,966.40
US Treasury Notes	2.750%	05/26/16	11/15/23	2,025	1.650%	275,000.00	296,097.66	(5,181.13)	290,916.53	3,488.78
US Treasury Notes	2.750%	10/05/16	02/15/24	2,117	1.460%	75,000.00	81,738.28	(1,375.81)	80,362.47	427.31
US Treasury Notes	2.500%	03/16/17	05/15/24	2,207	2.450%	300,000.00	300,960.94	(135.95)	300,824.99	3,459.94
US Treasury Notes	2.000%	06/28/17	05/31/24	2,223	1.970%	285,000.00	285,545.51	(60.81)	285,484.70	2,380.22
US Treasury Notes	2.375%	03/28/16	08/15/24	2,299	1.810%	200,000.00	208,679.69	(2,043.03)	206,636.66	984.12
US Treasury Notes	2.375%	08/02/17	08/15/24	2,299	2.070%	200,000.00	204,039.06	(397.86)	203,641.20	984.12
US Treasury Notes	2.125%	12/01/17	11/30/24	2,406	2.280%	475,000.00	470,416.99	246.48	470,663.47	4,214.97
US Treasury Notes	2.125%	05/03/16	05/15/25	2,572	1.760%	150,000.00	154,558.59	(942.10)	153,616.49	1,470.48
US Treasury Notes	2.250%	07/06/16	11/15/25	2,756	1.320%	105,000.00	113,613.28	(1,588.97)	112,024.31	1,089.88
US Treasury Notes	2.250%	06/27/16	11/15/25	2,756	1.450%	115,000.00	123,036.52	(1,490.79)	121,545.73	1,193.68
Inter-American Development Bank	1.000%	04/12/16	05/13/19	378	1.100%	140,000.00	139,580.00	277.70	139,857.70	653.33
Intl Bank of Recons and Dev Notes (World Bank)	1.625%	03/14/16	03/09/21	1,044	1.730%	150,000.00	149,286.00	297.77	149,583.77	352.08
Asian Development Bank Note	1.625%	03/16/16	03/16/21	1,051	1.640%	150,000.00	149,884.50	47.95	149,932.45	304.69
NYC, NY Taxable GO Bonds	1.650%	03/31/15	10/01/18	154	1.650%	95,000.00	95,000.00	-	95,000.00	130.63
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	427	2.160%	150,000.00	150,000.00	-	150,000.00	1,081.50
MS ST Taxable GO Bonds	1.679%	02/18/15	10/01/19	519	1.680%	40,000.00	40,000.00	-	40,000.00	55.97
NY Trans Fin Auth, NY Txbi Rev Bonds	2.750%	04/23/15	02/01/20	642	1.880%	75,000.00	77,963.25	(1,846.57)	76,116.68	515.63
CT ST Taxable GO Bonds	2.294%	03/25/15	03/15/20	685	2.290%	70,000.00	70,000.00	-	70,000.00	205.19
UNIV OF CAL Taxable Rev Bonds	2.253%	03/25/15	05/15/20	746	2.250%	50,000.00	50,000.00	-	50,000.00	519.44
NY Trans Fin Auth, NY Txbi Rev Bonds	1.500%	07/14/16	05/01/21	1,097	1.500%	100,000.00	100,000.00	-	100,000.00	750.00
FNMA Pool #AJ3174	3.500%	02/17/16	10/01/26	3,076	2.270%	48,148.31	51,157.56	(390.88)	50,766.68	140.43
FNMA Pool #AT3221	3.500%	06/17/16	03/01/27	3,227	2.270%	59,221.18	62,959.52	(375.61)	62,583.91	172.73
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	3,739	2.240%	140,151.04	143,720.52	(51.93)	143,668.59	350.38
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	4,264	2.620%	58,368.71	61,797.88	(588.42)	61,209.46	170.24
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	4,476	2.350%	56,164.06	58,630.04	(355.84)	58,274.20	140.41
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	4,568	2.550%	65,911.85	70,185.83	(713.84)	69,471.99	192.24

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FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/18
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	246	1.200%	11,372.93	11,486.66	(103.01)	11,383.65	17.99
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	489	1.080%	30,255.79	30,558.76	(226.21)	30,332.55	41.50
Fannie Mae Series 2016-M1 ASQ2	2.132%	01/29/16	02/01/21	1,008	1.680%	148,410.06	149,891.55	(770.93)	149,120.62	263.68
FNMA SERIES 2015	2.013%	03/31/15	07/01/22	1,523	1.710%	13,591.58	13,727.26	(66.93)	13,660.33	22.80
FHLMC Multifamily Structured Pool	2.741%	10/31/17	10/25/23	2,004	2.010%	124,257.97	126,742.89	(191.90)	126,550.99	283.83
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/25/24	2,127	2.240%	198,481.23	202,443.91	(207.12)	202,236.79	488.10
Fannie Mae Global Notes	1.625%	12/30/13	11/27/18	211	1.780%	275,000.00	273,036.50	1,725.88	274,762.38	1,911.63
Fannie Mae Benchmark Notes	1.875%	05/15/14	02/19/19	295	1.550%	400,000.00	405,944.00	(4,914.42)	401,029.58	1,500.00
FHLB Global Note	1.125%	06/02/16	06/21/19	417	1.140%	375,000.00	374,842.50	97.86	374,940.36	1,523.44
FNMA Notes	1.000%	10/19/16	08/28/19	485	1.040%	2,135,000.00	2,132,651.50	1,253.63	2,133,905.13	3,736.25
FHLB Global Note	1.125%	07/13/16	07/14/21	1,171	1.230%	250,000.00	248,767.50	434.45	249,201.95	835.94
Fannie Mae Notes	1.875%	04/06/17	04/05/22	1,436	1.970%	500,000.00	497,755.00	457.99	498,212.99	677.08
FNMA Notes	2.125%	04/26/16	04/24/26	2,916	2.210%	210,000.00	208,357.80	302.41	208,660.21	86.77
			Weighted Avg Maturity	1,190	1.707%	\$ 14,648,292.93	\$ 14,728,440.10	\$ (21,950.36)	\$ 14,706,489.74	\$ 57,161.75
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)	1.860%	04/30/18	05/01/18	1	1.860%	1,028,317.63	1,028,317.63	-	1,028,317.63	-
US Treasury Notes	0.750%	06/22/17	02/15/19	291	1.340%	600,000.00	594,234.37	2,980.20	597,214.57	932.32
US Treasury Notes	0.875%	06/22/17	09/15/19	503	1.400%	2,500,000.00	2,471,191.41	10,992.37	2,482,183.78	2,793.82
US Treasury Notes	1.500%	12/05/16	11/30/19	579	1.450%	775,000.00	776,210.94	(562.57)	775,648.37	4,854.40
US Treasury Notes	1.250%	01/05/17	01/31/20	641	1.520%	150,000.00	148,798.83	509.67	149,308.50	466.16
US Treasury Notes	1.375%	02/01/17	02/29/20	670	1.570%	1,500,000.00	1,491,386.72	3,427.68	1,494,814.40	3,474.86
US Treasury Notes	1.125%	03/14/17	03/31/20	701	1.700%	600,000.00	589,875.00	3,701.04	593,576.04	571.72
US Treasury Notes	1.375%	06/22/17	03/31/20	701	1.490%	2,500,000.00	2,492,285.16	2,364.54	2,494,649.70	2,911.54
US Treasury Notes	1.375%	05/09/17	05/31/20	762	1.700%	1,000,000.00	994,257.81	1,807.73	996,065.54	5,741.76
US Treasury Notes	1.625%	06/28/17	06/30/20	792	1.500%	3,300,000.00	3,311,988.28	(3,296.44)	3,308,691.84	17,924.38
US Treasury Notes	2.000%	07/06/17	07/31/20	823	1.610%	1,000,000.00	1,011,757.81	(3,074.79)	1,008,683.02	4,972.38
US Treasury Notes	2.000%	06/22/17	07/31/20	823	1.550%	1,200,000.00	1,216,359.37	(4,426.70)	1,211,932.67	5,966.85
US Treasury Notes	1.375%	08/30/17	08/31/20	854	1.450%	2,000,000.00	1,995,703.13	941.97	1,996,645.10	4,633.15
US Treasury Notes	1.375%	10/05/17	09/30/20	884	1.640%	1,620,000.00	1,607,533.59	2,338.93	1,609,872.52	1,866.68
US Treasury Notes	1.375%	11/01/17	10/31/20	915	1.770%	1,200,000.00	1,186,406.25	2,208.21	1,188,614.46	44.84
US Treasury Notes	1.750%	12/01/17	12/31/20	976	1.910%	2,500,000.00	2,488,281.25	1,519.40	2,489,800.65	14,623.62
US Treasury Notes	1.375%	01/02/18	01/31/21	1,007	2.050%	750,000.00	735,029.30	1,530.81	736,560.11	2,563.88
Intl Bank of Recons and Dev Notes (World Bank)	0.875%	04/12/16	07/19/18	80	0.950%	600,000.00	598,938.00	958.73	599,896.73	1,487.50
African Development Bank Note	1.625%	10/31/16	10/02/18	155	1.120%	200,000.00	201,914.00	(1,491.08)	200,422.92	261.81
Inter-American Development Bank	1.000%	04/12/16	05/13/19	378	1.100%	420,000.00	418,740.00	833.11	419,573.11	1,960.00
African Development Bank Note	1.125%	09/14/16	09/20/19	508	1.160%	235,000.00	234,750.90	132.95	234,883.85	301.09
Intl Bank of Recons and Dev Notes Global Notes		08/18/17	11/27/19	576	1.500%	1,000,000.00	991,798.67	2,473.97	994,272.64	4,812.50
FL ST Board Admin Fin Corp Taxable Rev Bonds	2.163%	03/08/16	07/01/19	427	2.160%	600,000.00	600,000.00	-	600,000.00	4,326.00
CT ST Taxable GO Bonds	1.300%	08/03/16	08/15/19	472	1.230%	330,000.00	330,712.80	(402.91)	330,309.89	905.67

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
April 30, 2018

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 04/30/18
Capital Reserve (01-122000) Continued...										
FN AB8565	2.000%	04/09/18	03/25/23	1,790	2.520%	293,539.26	290,053.48	6.98	290,060.46	489.23
Fannie Mae Pool	3.500%	04/17/18	06/25/26	2,978	2.820%	495,491.16	504,471.93	0.01	504,471.94	1,445.18
Fannie Mae Pool	3.500%	04/17/18	08/25/26	3,039	2.830%	490,537.42	499,428.41	-	499,428.41	1,430.73
FN AL2092	3.000%	03/06/18	07/25/27	3,373	2.900%	402,051.11	402,553.68	(1.19)	402,552.49	1,005.13
Fannie Mae Pool	3.500%	04/05/18	02/25/28	3,588	2.770%	602,807.53	616,559.08	(156.41)	616,402.67	1,758.19
Fannie Mae Pool	3.500%	04/05/18	03/25/28	3,617	2.780%	343,025.10	350,850.36	(90.86)	350,759.50	1,000.49
Fannie Mae Pool	3.500%	04/05/18	04/25/28	3,648	2.820%	422,697.38	431,943.89	(109.89)	431,834.00	1,232.87
FNMA Series 2014-M1 ASQ2	2.323%	09/01/16	11/01/18	185	1.150%	155,029.24	158,323.62	(2,764.33)	155,559.29	300.11
FNMA Series 2015-M15 ASQ2	1.899%	11/30/15	01/01/19	246	1.200%	32,855.12	33,183.67	(297.58)	32,886.09	51.97
FNMA Series 2016-M9 ASQ2	1.785%	06/09/16	06/01/19	397	1.050%	53,041.70	53,572.11	(388.14)	53,183.97	78.90
Fannie Mae Series 2015-M13 ASQ2	1.646%	10/30/15	09/01/19	489	1.080%	104,004.25	105,045.75	(777.64)	104,268.11	142.66
Freddie Mac Series 4459 NB	4.500%	06/11/15	01/01/20	611	0.770%	12,750.12	13,367.70	(411.70)	12,956.00	47.81
FNMA Series 2015-M12 FA	0.540%	09/30/15	04/25/20	726	0.540%	205,097.11	205,023.30	73.81	205,097.11	369.53
FNMA Series 2010-18 LV	4.500%	07/21/15	04/01/21	1,067	2.030%	135,063.25	144,433.26	(9,370.01)	135,063.25	506.49
FHLB Global Note	0.875%	08/25/16	10/01/18	154	0.910%	550,000.00	549,626.00	298.99	549,924.99	401.04
FNMA Benchmark Note	1.125%	09/01/15	10/19/18	172	1.180%	1,475,000.00	1,472,610.50	2,027.37	1,474,637.87	553.13
FHLB Notes	1.250%	12/08/16	01/16/19	261	1.250%	700,000.00	699,972.00	17.73	699,989.73	2,552.08
FNMA Benchmark Note	1.375%	01/08/16	01/28/19	273	1.400%	1,255,000.00	1,254,221.90	585.57	1,254,807.47	4,457.86
FNMA Benchmark Note	1.000%	02/23/16	02/26/19	302	1.080%	1,475,000.00	1,471,519.00	2,521.87	1,474,040.87	2,663.19
Freddie Mac Notes	1.125%	03/31/16	04/15/19	350	1.050%	925,000.00	927,201.50	(1,502.07)	925,699.43	462.50
FHLB Global Note	1.125%	06/27/16	06/21/19	417	0.820%	1,125,000.00	1,135,196.42	(6,267.92)	1,128,928.50	4,570.31
FHLMC Reference Note	0.875%	07/19/16	07/19/19	445	0.960%	650,000.00	648,427.00	929.18	649,356.18	1,611.46
FNMA Benchmark Note	0.875%	07/29/16	08/02/19	459	0.930%	750,000.00	748,740.00	729.68	749,469.68	1,622.40
Freddie Mac Notes	1.375%	07/18/17	08/15/19	472	1.450%	1,900,000.00	1,897,207.00	1,042.95	1,898,249.95	5,515.28
FNMA Notes	0.875%	08/31/16	08/28/19	485	1.050%	1,675,000.00	1,672,387.00	1,444.55	1,673,831.55	2,931.25
FHLB Global Note	1.000%	10/03/16	09/26/19	514	1.010%	750,000.00	749,737.50	137.98	749,875.48	729.17
FNMA Notes	1.500%	02/24/17	02/28/20	669	1.520%	750,000.00	749,520.00	185.48	749,705.48	1,968.75
FHLMC Agency	1.375%	04/19/17	04/20/20	721	1.490%	1,200,000.00	1,195,896.00	1,389.36	1,197,285.36	504.17
FNMA Notes	1.500%	07/28/17	07/30/20	822	1.600%	2,500,000.00	2,492,425.00	1,862.55	2,494,287.55	9,479.17
FHLB Notes	1.375%	09/08/17	09/28/20	882	1.480%	1,300,000.00	1,295,827.00	866.06	1,296,693.06	1,638.54
Bank of Tokyo Mitsubishi UFJ	0.000%	11/13/17	05/11/18	11	1.570%	800,000.00	793,794.67	5,858.67	799,653.34	-
Credit Agricole CIB NY CP	0.000%	02/07/18	08/06/18	98	1.970%	600,000.00	594,150.00	2,697.50	596,847.50	-
Weighted Avg Maturity			750		1.529%	\$ 51,736,307.38	\$ 51,673,739.95	\$ 26,005.37	\$ 51,699,745.32	\$ 139,936.52
TOTAL ALL FUNDS					1.584%	\$152,686,867.08	\$153,298,987.85	\$ (173,202.52)	\$ 153,125,785.33	\$ 460,191.55
Less: Net Unsettled Trades									-	
									<u>\$ 153,125,785.33</u>	
April 30, 2018	90 DAY US TREASURY YIELD				1.87%	Longest Maturity	\$ 210,000.00	2,916		
	3 month US Treasury Bill Index				1.72%					
	0-3 Year US Treasury Index				2.27%					
	1-3 Year US Treasury Index				2.47%					
	1-5 Year US Treasury Index				2.57%					
	1-10 Year US Treasury Index				2.66%					

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2017 to April 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 130,433,274
Cash payments to suppliers	(110,338,898)
Cash payments to employees	(2,967,986)
Net cash from operating activities	17,126,390

CASH FLOWS FROM NONCAPITAL
FINANCING ACTIVITIES

Cash received from sales taxes	361,789
Cash received/paid from long term loans	(3,002,984)
Cash payments for net pension activity	(116,283)
Net cash from noncapital financing activities	(2,757,478)

CASH FLOWS FROM CAPITAL AND
RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(3,705,239)
Net cash from capital and related financing activities	(3,705,239)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	1,997,669
Net cash from investing activities	1,997,669

Net Increase (Decrease) in cash and investments 12,661,342

CASH AND INVESTMENTS, MAY 1, 2017 161,935,569

CASH AND INVESTMENTS, APRIL 30, 2018 \$ 174,596,911

April 30, 2018
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT


	4/30/2018		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
	A	B	C
TABLE 1			
RESERVE ANALYSIS			
A .Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 64,133,035 180	\$ 68,095,854 191	\$ 3,962,819
B. Capital Reserve	\$ 50,701,790	\$ 51,586,687	\$ 884,897
C. Long Term Water Capital Reserve	\$ 12,025,000	\$ 14,706,490	\$ 2,681,490
D. O+M Account (1)	\$ 11,776,249	\$ 33,660,052	\$ 21,883,803
E. Current Construction Obligation and Customer Construction Escrows	\$ 113,058	\$ 113,058	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 138,749,133	\$ 168,162,141	\$ 29,413,008

TABLE 2	
OTHER CASH	
F. General Fund	\$ 6,434,492
G. Sales Tax	\$ 279
TOTAL TABLE 2-OTHER CASH	\$ 6,434,770
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2	\$ 174,596,911

Note 1: The O&M Account target varies from month to month. The cash balance should be enough to cover the current months operating cash outflows.

DATE: May 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM Ordinance No. O-6-18: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF HANOVER PARK CONCERNING THE INSTALLATION OF A WATER MAIN IN THE VILLAGE OF HANOVER PARK	APPROVAL 
Account No. 01-60-711500 An Agreement between the DuPage Water Commission and the Village of Hanover Park which sets the terms and expectations related to the DuPage Water Commission installing a water main for the Bartlett Transmission Project.	
MOTION: To approve Ordinance No. O-6-18.	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-6-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF HANOVER PARK CONCERNING THE INSTALLATION OF A WATER MAIN IN THE VILLAGE OF HANOVER PARK

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the "Act") for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Commission is designing, and intends to construct, a water transmission main and appurtenances, generally known as the Bartlett Transmission Project, to serve the Village of Bartlett (hereinafter "BTP"); and

WHEREAS, the route of the Commission's BTP 30" diameter water transmission main (hereinafter the "Main") extends through the Village of Hanover Park (the "Village") within the public rights-of-way of Central Avenue, Stearns Road and Greenbrook Boulevard (the "Route"); and

WHEREAS, the Commission and the Village have negotiated an Intergovernmental Agreement regarding the installation of the Main along the Route; and

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

WHEREAS, the Commission and the Village have each determined that it is in their respective best interests to enter into the Intergovernmental Agreement.

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: An Intergovernmental Agreement Between the DuPage Water Commission and the Village of Hanover Park regarding installation of the Main along the Route, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A; provided, however, that said Intergovernmental Agreement shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies executed by the Village of Bartlett of a First Amendment to the Water Purchase and Sale Contract with the Village of Bartlett.

SECTION FOUR: Upon execution by the Chairman, the Intergovernmental Agreement, and all other 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 the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

Ordinance No. O-6-18

AYES:

NAYS:

ABSENT:

ADOPTED this 17th day of May, 2018

Chairman

ATTEST:

Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DUPAGE WATER COMMISSION
AND THE VILLAGE OF HANOVER PARK**

THIS AGREEMENT, made and entered into this 17th day of May, 2018, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (hereinafter referred to as "Commission") and the VILLAGE OF HANOVER PARK, a municipal corporation created and existing under the laws of the State of Illinois (hereinafter referred to as "Village").

W I T N E S S E T H

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

WHEREAS, the Commission is designing a water transmission main to serve the Village of Hanover Park; and

WHEREAS, the route of the Commission's 30" diameter Water Transmission Main (hereinafter referred to as the "Main") extends through the Village within private easements and the public rights-of-way of Central Avenue, Stearns Road and Greenbrook Boulevard (the "Route"); and

WHEREAS, pursuant to Section 11-135-7 of the Illinois Municipal Code (65 ILCS 5/11-135-7), the Commission is authorized to construct, maintain, alter and extend its water mains as a proper use of highways along, upon, under and across any highway, street, alley or public ground in the State of Illinois, subject to avoiding inconvenience to the public use thereof, provided all laws and ordinances pertaining to such work for the protection of public property shall be

complied with except no fees shall be charged to the Commission for the construction of the Main; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to set forth in this Agreement the salient points of their understanding regarding the construction and installation of the Main described in the final plans and specifications within the Village's streets; and

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

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-135-3.5 (2) and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are by this reference a part of this Agreement, and of the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

I.

INSTALLATION OF THE MAIN

The Commission intends to install the Main in the Village within the easements and public rights-of-way of the Route depicted in the final plans and specifications (the "Project"). Such installation shall comply with the following:

A. Plans and Design

1. The Commission's contract documents, including final plans and specifications for that portion of the Main located within the Village, are attached hereto and incorporated herein as Attachment A.
2. The Main will be installed by conventional open-cut and jack and bore methods of construction.

B. Construction and Administration

3. Prior to the commencement of construction, under a separate contract, the Commission will have the Route of the Main videotaped. The videotape will be used to determine compliance with restoration requirements of the final plans and specifications and this Agreement.
4. Prior to the commencement of construction, the Commission will file with the Village a copy of the contractor's performance bond and payment bond guaranteeing performance of the work in accordance with the contract documents and guaranteeing payment of laborers.
5. The Village and its elected and appointed officers, employees and officials will be named as additional insured on all liability insurance policies issued in connection with the installation of the Main within the Village.
6. A public notification sheet will be delivered to Village residents living adjacent to the Main, listing DuPage Water Commission's main telephone numbers.
7. The Commission's contract documents will require the Commission's contractor to be solely and completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the

Work, including at times other than normal working hours. The Commission will provide the Village with a 24-hour telephone number to be used to notify the Commission. The Village shall so notify the Commission and its contractor immediately upon learning of any such situation, and the Commission shall require its contractor to promptly respond with all appropriate measures.

8. The Commission's contract documents will specify that once construction operations begin in the Village, the contractor shall continuously prosecute all work within Village rights-of-way and concurrently perform all reasonable restoration work.

9. The Commission's contract documents will require the contractor to install a snow fence and barricades around any open trenches at the end of each working day.

10. The Commission's contract documents will require the contractor to take positive measures to control dust including, but not limited to, reasonably periodic street sweeping, watering and cleaning. The Commission will endeavor to keep all Village streets clean that are used by any contractor and will respond in a reasonable time period to notice from the Village Manager or her designee that a roadway is not clean.

11. The Commission's representative will keep the Village staff informed of the status of the work on a regular basis and will, upon the request of the Village, meet with Village staff at mutually convenient times.

12. To the fullest extent permitted by law, the Commission shall indemnify, save, and keep harmless the Village from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, reconstruction, repair, maintenance, or operation by the Commission of the Main within the corporate limits of the Village, except to the extent that any such claim is caused by the sole negligence of the Village.

13. The Village agrees to allow the Commission and its contractor to construct the Main on Saturdays to the extent the Commission and its contractor deem necessary.

14. The Commission agrees to comply with Section 54-324 of Village's Municipal Code regarding working hours within the Village limits. Exemptions may only be authorized by the Village Manager or her designee.

15. Upon completion of the Main, the Commission shall require its contractor or, if necessary contract with another contractor, to resurface from curb to curb the entire width of Central Avenue within the Village. The resurfacing of Central Avenue will include a new one and one half inch mill and one and one half inch overlay. The resurfacing of Stearns Road and Greenbrook Boulevard within the Village shall be completed by others at a future date.

To the extent that any of other Highways or Village Streets are used for this Project and materially damaged by the Commission's contractor, the Commission shall as to said streets be under the same obligations concerning them for the benefit of Village as the Commission's contractor is obligated under any paragraph of this Agreement.

C. Post-Construction

16. The Commission's contract documents will require the contractor to provide a one (1) year maintenance guarantee of all work within the Village beginning upon final completion of the work under that contract. If the Commission's contractor fails to meet its guarantee of work within the Village, upon notice by the Village to the Commission, the Commission shall itself make the necessary corrections as set forth in Section 3.4 of the General Conditions of Attachment A. As to the resurfacing and the base to support it that underlies the surface that was excavated for the Main, the Commission shall, for a period of five (5) years after final completion of the work on the Project, correct any defect in materials or workmanship

furnished for such resurfacing and base work where excavation occurred, latent in character and not reasonably discernable at the time when the Project was completed and further it shall guarantee for said period against any damage to such surface and base improvements or by reason of settling of ground or the base underlying the surface where excavation for the Main was made.

17. The Commission will provide the Village with “as-built record drawings” of that part of the Main within the Village upon completion of the Project including electronic copies (PDF and ESRI Shapefile where appropriate).

18. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the Main, the Commission shall give the Village a reasonable notice of its intention to commence such repairs or other work, except in cases of emergency, where it will provide the Village notice as is reasonable under the circumstances. All areas damaged due to the performance of such repairs or other work will be restored to their original condition or better.

II.

PAYMENTS

19. The Commission shall reimburse the Village for any reasonable costs and expenses necessarily incurred by the Village due to the Project up to a maximum amount of Fifteen Thousand Dollars and No Cents (\$15,000.00). Subject to that maximum amount, any Village staff time shall be reimbursed by the Commission at the direct rate plus 10%. This provision is not a limitation on Commission’s liability to Village for any claim for future damages.

20. If the Commission's contractor damages any Village owned property during the Project, the Commission will repair and/or pay for any damages. To the extent any Village utilities are damaged that are not properly marked and the Commission did not know or should not have reasonably known the actual location of the Village utilities, the Commission shall have no liability to the Village for that damage or any repairs thereto.

21. If the Commission's contractor damages any Village street lights during the Project, the Commission will cause the Village street light to be repaired, reinstalled or replaced in accordance with current Village specifications.

22. The Commission shall comply with Village's ordinances concerning use of the streets, except Village fees and permits otherwise required by ordinance shall be waived.

III.

PERMITS AND APPROVALS

23. This Agreement shall constitute and stand in place of all Village permits required by or useful to the Commission or its contractor to construct and install the Main within the Village, and the Village hereby agrees to execute any and all reasonable additional documents, approvals, waivers or consents, if any, that may be necessary, and reasonable for the Commission to secure any permits required from any county, state or federal agency, or that may be necessary, and not prohibited by law or contract, to cause relocation of public utility facilities, except the Village's, for or in connection with any and all work to be done by or on behalf of the Commission within the Village's right of way where the Main is to be located.

24. Commission agrees that, as a material condition of maintaining the rights given in this Agreement, it will be and remain a member of J.U.L.I.E. through January 1, 2024, to assure marking in advance of construction work by Commission and also to assure other utilities

(including Village) that Commission's underground Main shall be marked by an authorized locating company. Commission agrees to coordinate with the Village for all construction, installation, operation, maintenance, repair, renewal and/or removal of the Main. Commission further agrees to notify the Village of all maintenance and repair work and shall commence work only after obtaining permission from Village's Engineer, with the exception of emergency repair. Permission shall not be unreasonably withheld by the Village.

25. Commission covenants and agrees to restore, at its sole cost and expense, and subject to the improvement permitted herein, the right of way, including all improvements and landscaping thereon, and all adjacent areas that are damaged or disturbed by Commission, Commission's agents or representative, and any third parties contracted by Commission during the construction, installation, operation, maintenance, repair, renewal and/or removal of the Main to the original condition of the right of way immediately preceding the commencement of the work performed thereon and, further, the base which is disturbed by excavation shall be restored and suitably compacted for resurfacing and the street shall be resurfaced as set forth in this Agreement.

26. At any time and from time to time, if Village engages in any public work within its right-of-way which in Village's opinion, after exhausting all other reasonable options, requires the relocation of Commission improvements to a different portion or expanded portion of the public right-of-way, Commission shall cooperate with Village and take all steps at Commission's expense as necessary or appropriate to accomplish said relocation. In addition to the foregoing, to the extent that the Village intends to engage in any public work within its right-of-way which would require the relocation of Commission improvements but said public work can be performed in a more cost efficient manner than the cost of relocating Commission

improvements, the Commission may propose such manner to the Village. If the Village agrees, the Commission will pay for all costs associated with additional land acquisition and any other costs necessarily incurred to avoid the cost of relocating the Commission improvements.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, on the date first written above, for their mutual benefit and not for the benefit of any third party.

VILLAGE OF HANOVER PARK

ATTEST:

By: _____

Its: _____

DUPAGE WATER COMMISSION

ATTEST:

By: _____


Its: _____

ATTACHEMENT A
COMMISSION CONTRACT DOCUMENT

(Please see Executive Session)

DATE: May 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	An Ordinance Approving and Authorizing the Execution of a First Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System Ordinance No. O-7-18	APPROVAL	
Account No.: N/A			
Ordinance No. O-7-18 would authorize and direct the Chairman to execute a First Amendment to the Water Purchase and Sale Contract for the Village of Bartlett Unit System with the Village of Bartlett.			
MOTION: To approve Ordinance No. O-7-18			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-7-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF BARTLETT FOR THE VILLAGE OF BARTLETT UNIT SYSTEM

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the "Act") for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Commission and the Village of Bartlett ("Bartlett") previously entered into a Water Purchase and Sale Contract for the Bartlett Unit System; and

WHEREAS, the Commission and Bartlett have each determined that it is in their respective best interests to enter into a First Amendment to the Water Purchase and Sale Contract for the Bartlett Unit System in substantially the form attached hereto and by this reference incorporated herein and made a part of as Exhibit A.

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 Water Purchase and Sale Contract between the DuPage Water Commission and the Village of Bartlett for the Village of Bartlett Unit System, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute a First Amendment to the Water Purchase and Sale Contract for the Village of Bartlett Unit System with the Village of Bartlett in substantially the form attached hereto as Exhibit A; provided, however, that said First Amendment to the Water Purchase and Sale Contract shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies of the completed First Amendment to the Water Purchase and Sale Contract executed by the Village of Bartlett.

SECTION FOUR: Upon execution by the Chairman, the Water Purchase and Sale Contract, and all other 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 the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this 17th day of May, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT A

**First Amendment to the Water Purchase and Sale Contract
for the Village of Bartlett Unit System**

**FIRST AMENDMENT TO THE DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH THE VILLAGE BARTLETT
FOR THE VILLAGE OF BARTLETT UNIT SYSTEM**

This First Amendment to the Water Purchase and Sale Contract (the “First Amendment”), dated as of May __, 2018, by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (the “Commission”), a county water commission and public corporation under 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 3720/1 *et seq.* (collectively, the “Acts”), and the **VILLAGE OF BARTLETT**, Illinois, a municipal corporation duly organized and existing under the laws of the State of Illinois (“Bartlett”);

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, Bartlett is in the process of designing and constructing a waterworks system that will be owned and operated by Bartlett and extended or improved from time to time to meet the potable water requirements of all residents and businesses to be served with water from Bartlett; and

WHEREAS, in February of 2017, the Commission and Bartlett entered into a Water Purchase and Sale Contract (the “Contract”) that, *inter alia*, provides Bartlett water from the Commission and constructs certain facilities necessary for the provision of water to Bartlett (the “Project”); and

WHEREAS, the Village of Hanover Park (“Hanover Park”) and the Commission are

entering to an Intergovernmental Agreement providing for the use of Hanover Park right-of-way to build a portion of the Project (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Hanover Park is requiring, under certain circumstances, that the Commission pay to relocate certain facilities necessary for the Project which are being constructed within Hanover Park right-of-way (the "Relocation"); and

WHEREAS, the cost to Bartlett for the Commission to construct the Project would significantly increase if the Project was built not utilizing Hanover Park right-of-way; and

WHEREAS, Bartlett and the Commission each deem it in their best interests to enter into this First Amendment to modify the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and Bartlett hereby agree as follows:

1. The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this First Amendment.
2. To the extent that the Commission incurs costs under Paragraph 26 of the Intergovernmental Agreement, Bartlett will fully reimburse the Commission for those costs within thirty (30) days of its receipt of an invoice from the Commission. This reimbursement provision shall extend in perpetuity and shall not be limited by the Term set forth in Subsection 20E of the Contract.
3. Except as expressly amended by this First Amendment, the Contract shall remain in full force and effect, in accordance with its terms, provisions and conditions.
4. In the event that any phrase, paragraph or portion of this First Amendment is

found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining portions of this First Amendment or the Contract. Further, the Parties agree that neither party shall contest the validity, legality or enforceability of any phrase, paragraph or portion of this First Amendment or the Contract.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

Date: _____, 2018

VILLAGE OF BARTLETT

By: _____
Its _____

ATTEST:

Village Clerk

Date: _____, 2018

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

EXHIBIT A

Intergovernmental Agreement with the Village of Hanover Park

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DUPAGE WATER COMMISSION
AND THE VILLAGE OF HANOVER PARK**

THIS AGREEMENT, made and entered into this 17th day of May, 2018, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (hereinafter referred to as "Commission") and the VILLAGE OF HANOVER PARK, a municipal corporation created and existing under the laws of the State of Illinois (hereinafter referred to as "Village").

W I T N E S S E T H

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

WHEREAS, the Commission is designing a water transmission main to serve the Village of Hanover Park; and

WHEREAS, the route of the Commission's 30" diameter Water Transmission Main (hereinafter referred to as the "Main") extends through the Village within private easements and the public rights-of-way of Central Avenue, Stearns Road and Greenbrook Boulevard (the "Route"); and

WHEREAS, pursuant to Section 11-135-7 of the Illinois Municipal Code (65 ILCS 5/11-135-7), the Commission is authorized to construct, maintain, alter and extend its water mains as a proper use of highways along, upon, under and across any highway, street, alley or public ground in the State of Illinois, subject to avoiding inconvenience to the public use thereof, provided all laws and ordinances pertaining to such work for the protection of public property shall be

complied with except no fees shall be charged to the Commission for the construction of the Main; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to set forth in this Agreement the salient points of their understanding regarding the construction and installation of the Main described in the final plans and specifications within the Village's streets; and

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

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-135-3.5 (2) and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are by this reference a part of this Agreement, and of the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

I.

INSTALLATION OF THE MAIN

The Commission intends to install the Main in the Village within the easements and public rights-of-way of the Route depicted in the final plans and specifications (the "Project"). Such installation shall comply with the following:

A. Plans and Design

1. The Commission's contract documents, including final plans and specifications for that portion of the Main located within the Village, are attached hereto and incorporated herein as Attachment A.

2. The Main will be installed by conventional open-cut and jack and bore methods of construction.

B. Construction and Administration

3. Prior to the commencement of construction, under a separate contract, the Commission will have the Route of the Main videotaped. The videotape will be used to determine compliance with restoration requirements of the final plans and specifications and this Agreement.

4. Prior to the commencement of construction, the Commission will file with the Village a copy of the contractor's performance bond and payment bond guaranteeing performance of the work in accordance with the contract documents and guaranteeing payment of laborers.

5. The Village and its elected and appointed officers, employees and officials will be named as additional insured on all liability insurance policies issued in connection with the installation of the Main within the Village.

6. A public notification sheet will be delivered to Village residents living adjacent to the Main, listing DuPage Water Commission's main telephone numbers.

7. The Commission's contract documents will require the Commission's contractor to be solely and completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the

Work, including at times other than normal working hours. The Commission will provide the Village with a 24-hour telephone number to be used to notify the Commission. The Village shall so notify the Commission and its contractor immediately upon learning of any such situation, and the Commission shall require its contractor to promptly respond with all appropriate measures.

8. The Commission's contract documents will specify that once construction operations begin in the Village, the contractor shall continuously prosecute all work within Village rights-of-way and concurrently perform all reasonable restoration work.

9. The Commission's contract documents will require the contractor to install a snow fence and barricades around any open trenches at the end of each working day.

10. The Commission's contract documents will require the contractor to take positive measures to control dust including, but not limited to, reasonably periodic street sweeping, watering and cleaning. The Commission will endeavor to keep all Village streets clean that are used by any contractor and will respond in a reasonable time period to notice from the Village Manager or her designee that a roadway is not clean.

11. The Commission's representative will keep the Village staff informed of the status of the work on a regular basis and will, upon the request of the Village, meet with Village staff at mutually convenient times.

12. To the fullest extent permitted by law, the Commission shall indemnify, save, and keep harmless the Village from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, reconstruction, repair, maintenance, or operation by the Commission of the Main within the corporate limits of the Village, except to the extent that any such claim is caused by the sole negligence of the Village.

13. The Village agrees to allow the Commission and its contractor to construct the Main on Saturdays to the extent the Commission and its contractor deem necessary.

14. The Commission agrees to comply with Section 54-324 of Village's Municipal Code regarding working hours within the Village limits. Exemptions may only be authorized by the Village Manager or her designee.

15. Upon completion of the Main, the Commission shall require its contractor or, if necessary contract with another contractor, to resurface from curb to curb the entire width of Central Avenue within the Village. The resurfacing of Central Avenue will include a new one and one half inch mill and one and one half inch overlay. The resurfacing of Stearns Road and Greenbrook Boulevard within the Village shall be completed by others at a future date.

To the extent that any of other Highways or Village Streets are used for this Project and materially damaged by the Commission's contractor, the Commission shall as to said streets be under the same obligations concerning them for the benefit of Village as the Commission's contractor is obligated under any paragraph of this Agreement.

C. Post-Construction

16. The Commission's contract documents will require the contractor to provide a one (1) year maintenance guarantee of all work within the Village beginning upon final completion of the work under that contract. If the Commission's contractor fails to meet its guarantee of work within the Village, upon notice by the Village to the Commission, the Commission shall itself make the necessary corrections as set forth in Section 3.4 of the General Conditions of Attachment A. As to the resurfacing and the base to support it that underlies the surface that was excavated for the Main, the Commission shall, for a period of five (5) years after final completion of the work on the Project, correct any defect in materials or workmanship

furnished for such resurfacing and base work where excavation occurred, latent in character and not reasonably discernable at the time when the Project was completed and further it shall guarantee for said period against any damage to such surface and base improvements or by reason of settling of ground or the base underlying the surface where excavation for the Main was made.

17. The Commission will provide the Village with "as-built record drawings" of that part of the Main within the Village upon completion of the Project including electronic copies (PDF and ESRI Shapefile where appropriate).

18. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the Main, the Commission shall give the Village a reasonable notice of its intention to commence such repairs or other work, except in cases of emergency, where it will provide the Village notice as is reasonable under the circumstances. All areas damaged due to the performance of such repairs or other work will be restored to their original condition or better.

II.

PAYMENTS

19. The Commission shall reimburse the Village for any reasonable costs and expenses necessarily incurred by the Village due to the Project up to a maximum amount of Fifteen Thousand Dollars and No Cents (\$15,000.00). Subject to that maximum amount, any Village staff time shall be reimbursed by the Commission at the direct rate plus 10%. This provision is not a limitation on Commission's liability to Village for any claim for future damages.

20. If the Commission's contractor damages any Village owned property during the Project, the Commission will repair and/or pay for any damages. To the extent any Village utilities are damaged that are not properly marked and the Commission did not know or should not have reasonably known the actual location of the Village utilities, the Commission shall have no liability to the Village for that damage or any repairs thereto.

21. If the Commission's contractor damages any Village street lights during the Project, the Commission will cause the Village street light to be repaired, reinstalled or replaced in accordance with current Village specifications.

22. The Commission shall comply with Village's ordinances concerning use of the streets, except Village fees and permits otherwise required by ordinance shall be waived.

III.

PERMITS AND APPROVALS

23. This Agreement shall constitute and stand in place of all Village permits required by or useful to the Commission or its contractor to construct and install the Main within the Village, and the Village hereby agrees to execute any and all reasonable additional documents, approvals, waivers or consents, if any, that may be necessary, and reasonable for the Commission to secure any permits required from any county, state or federal agency, or that may be necessary, and not prohibited by law or contract, to cause relocation of public utility facilities, except the Village's, for or in connection with any and all work to be done by or on behalf of the Commission within the Village's right of way where the Main is to be located.

24. Commission agrees that, as a material condition of maintaining the rights given in this Agreement, it will be and remain a member of J.U.L.I.E. through January 1, 2024, to assure marking in advance of construction work by Commission and also to assure other utilities

(including Village) that Commission's underground Main shall be marked by an authorized locating company. Commission agrees to coordinate with the Village for all construction, installation, operation, maintenance, repair, renewal and/or removal of the Main. Commission further agrees to notify the Village of all maintenance and repair work and shall commence work only after obtaining permission from Village's Engineer, with the exception of emergency repair. Permission shall not be unreasonably withheld by the Village.

25. Commission covenants and agrees to restore, at its sole cost and expense, and subject to the improvement permitted herein, the right of way, including all improvements and landscaping thereon, and all adjacent areas that are damaged or disturbed by Commission, Commission's agents or representative, and any third parties contracted by Commission during the construction, installation, operation, maintenance, repair, renewal and/or removal of the Main to the original condition of the right of way immediately preceding the commencement of the work performed thereon and, further, the base which is disturbed by excavation shall be restored and suitably compacted for resurfacing and the street shall be resurfaced as set forth in this Agreement.

26. At any time and from time to time, if Village engages in any public work within its right-of-way which in Village's opinion, after exhausting all other reasonable options, requires the relocation of Commission improvements to a different portion or expanded portion of the public right-of-way, Commission shall cooperate with Village and take all steps at Commission's expense as necessary or appropriate to accomplish said relocation. In addition to the foregoing, to the extent that the Village intends to engage in any public work within its right-of-way which would require the relocation of Commission improvements but said public work can be performed in a more cost efficient manner than the cost of relocating Commission

improvements, the Commission may propose such manner to the Village. If the Village agrees, the Commission will pay for all costs associated with additional land acquisition and any other costs necessarily incurred to avoid the cost of relocating the Commission improvements.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, on the date first written above, for their mutual benefit and not for the benefit of any third party.

VILLAGE OF HANOVER PARK

ATTEST:

By: _____

Its: _____

DUPAGE WATER COMMISSION

ATTEST:

By: _____


Its: _____

ATTACHEMENT A
COMMISSION CONTRACT DOCUMENT

(Please see Executive Session)

DATE: May 1, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the May 17, 2018 DuPage Water Commission Meeting (WAO 8.002) Resolution No. R-12-18	APPROVAL	

Account Numbers: 01-60-771200

This project is being undertaken as a direct Engineer's recommendation found in the 2014/2015 Condition Assessment. The existing interior and exterior lighting fixtures at the DuPage Pumping Station have exceeded their useful life cycle and have been recommended to be replaced with energy efficient LED fixtures.

Staff solicited quotes from two separate governmental cooperative purchasing agency vendors for replacement energy efficient LED lighting fixtures. W.W. Grainger is the lowest price provider at an estimated cost of \$200,000.00. ComEd Energy Efficiency Rebate is estimated at \$17,800.00. Installation labor services for the LED fixtures would be provided by the Commission's QRE Contractor below and some by staff.

The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-12-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:

Work Authorization Order No. 002: This work authorization is for electrical labor services to replace existing interior and exterior lighting fixtures at the DuPage Pumping Station with energy efficient LED fixtures.

Proposals were received from both QRE-8/17 electrical contractors. Of the two quotes received, the quote of McWilliams Electric was found to be the lowest and most favorable to the interests of the Commission.

QRE Contractor	Estimated Cost
McWilliams Electric Co., Inc.	\$ 187,140.00
Volt Electric, Inc.	\$ 223,957.35

This project was included in the FY-18/19 Management Budget as a Capital Improvement.

Approval of Resolution R-12-18 would approve Work Authorization Order No. 002 for electrical labor services by McWilliams Electric for the replacement of existing lighting fixtures at the DuPage Pumping Station with LED fixtures at an estimated cost of \$187,140.00.

MOTION: To adopt Resolution No. R-12-18.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-12-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE MAY 17, 2018, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-8/17"); and

WHEREAS, Contract QRE-8/17 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency electrical work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are

Resolution No. R-12-18

approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.002

LOCATION:

DuPage Pumping Station, 600 E. Butterfield Rd. Elmhurst, IL. 60126

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Labor service to replace interior and exterior lighting fixtures with energy efficient LED fixtures at the DuPage Pumping Station, install sensors and switches and properly dispose of old fixtures and bulbs.

REASON FOR WORK:

The existing interior and exterior lighting fixtures at the DuPage Pumping Station have exceeded their useful life cycle.

MINIMUM RESPONSE TIME:

None

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

LED lighting fixtures
LED retrofit kits
LED blubs
Occupancy sensors
Light switches

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

None

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-11/17 at the May 17, 2018, DuPage Water Commission Meeting</p> <p>Resolution No. R-13-18</p>	APPROVAL	
Account Number: 01-60-663100			
<p>The Commission entered into certain agreements dated June 30, 2017 with John Neri Construction Co., Inc. and Rossi Contractors, Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-13-18 would approve the following Work Authorization Orders under the Quick Response Contracts.</p>			
<p>Work Authorization Order No. 06 to John Neri Construction Co., Inc. This work authorization was issued and the work was completed, prior to board approval. It was necessary to patch failing pavement and to replace blow off frames and lids located at Bloomingdale Road and North Ave in the City of Glendale Heights and at Freedom Drive and Warrenville Road in the City of Lisle.</p>			
<p>The pavement patching work was necessary because Commission owned frames, lids and/or the manhole adjusting rings located within the pavements had broken. Once broken, the frames and lids become unstable and tend to "rock" on top of the valve vault, causing the surrounding pavement to fracture.</p>			
<p>The general scope of the work included the removal and "in kind" replacement of the existing pavements and the removal and replacement of the damaged frames, lids and adjusting rings.</p>			
<p>Approval of Resolution R-13-18 would ratify Work Authorization Order Number 6 to John Neri Construction Co., Inc. for the work necessary to remove and replace two blow off frames and lids and for "in kind" pavement removal and replacement located at Bloomingdale Road and North Avenue in the City of Glendale Heights and at Freedom Drive and Warrenville Road in the City of Lisle.</p>			
<p>The cost of this work is not known but is expected to be \$ 21,000.00.</p>			
MOTION: To adopt Resolution No. R-13-18			

The approval section contains three handwritten signatures or initials. On the left is a signature that appears to be 'JR'. On the right, there is a signature that looks like 'SOS' and below it, the initials 'CAP'.

DUPAGE WATER COMMISSION

RESOLUTION NO. R- 13-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-11/17 AT THE
MAY 17, 2017 DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2017, with John Neri Construction Co. and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-11/17"); and

WHEREAS, Contract QR-11/17 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-10/13: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-11.006

LOCATION:

- 1) Bloomingdale Road and North Avenue in the City of Glendale Heights.
- 2) Freedom Drive and Warrenville Road in the City of Lisle.

CONTRACTOR:

John Neri Construction Co., Inc.

DESCRIPTION OF WORK:

All work shall be performed in accordance with and to the satisfaction of the permitting highway authority including; providing and maintaining traffic and pedestrian controls; pavement removal and replacement, removal and disposal of the existing frames, lids and adjusting rings, and placement of new Commission provided frames and lids.

REASON FOR WORK:

To remove and replace blow off frames and lids and patch failed pavement.

MINIMUM RESPONSE TIME:

N/A

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

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

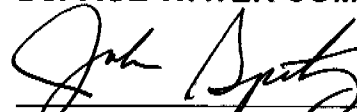
N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By:



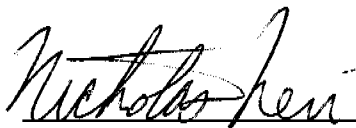
Signature of Authorized
Representative

DATE:

4-24-18


CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By:



Signature of Authorized
Representative


Safety Rep:

 630514-1778
Name and 24-Hr Phone No.

DATE:

4/26/18

REQUEST FOR BOARD ACTION

AGENDA SECTION Engineering & Construction Committee	ORIGINATING DEPARTMENT Facilities Construction/Safety Coordinator						
ITEM A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-8/17 at the May 17, 2018, DuPage Water Commission Meeting Resolution No. R-14-18	APPROVAL 						
<p>Account Numbers: 01-60-761000 (Estimated not-to-exceed \$29,000.00)</p> <p>The Commission entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-14-18 would approve the following Work Authorization Order under the Quick Response Electrical Contracts:</p> <p>Work Authorization Order No. 003: This Work Authorization is to Volt Electric, Inc., for the installation of Commission supplied temperature monitoring sensors and the Contractor providing and installing various conduits, raceways, cabinets and associated wiring on the roofs of Standpipes No. 1 in Roselle, No. 3 in Naperville and No. 4E in Lisle Township.</p> <p>With the installation of the PAX mixers and the completion of Standpipe Rehabilitation at these tank sites to help maintain water quality, Staff wishes to have installed five (5) temperature probes, at varying elevations, in each of the three standpipes. The probes will assist Staff in determining the uniformity of mixing inside the standpipes since the installation of the mixers. Staff will be providing ground-level assistance to the Contractor and SCADA system programming services for data gathering and reporting.</p> <p>Proposals were received from both QRE-8/17 electrical contractors and their estimates are listed below.</p> <table border="0" data-bbox="178 1596 974 1732"> <thead> <tr> <th><u>QRE Contractor</u></th> <th><u>Estimate</u></th> </tr> </thead> <tbody> <tr> <td>McWilliams Electric Co., Inc.</td> <td>\$27,970.00</td> </tr> <tr> <td>Volt Electric, Inc.</td> <td>\$27,653.00</td> </tr> </tbody> </table> <p>The work will be billed at time and material, estimated not-to-exceed \$29,000.00.</p>		<u>QRE Contractor</u>	<u>Estimate</u>	McWilliams Electric Co., Inc.	\$27,970.00	Volt Electric, Inc.	\$27,653.00
<u>QRE Contractor</u>	<u>Estimate</u>						
McWilliams Electric Co., Inc.	\$27,970.00						
Volt Electric, Inc.	\$27,653.00						
<p>MOTION: To adopt Resolution No. R-14-18.</p>							

DUPAGE WATER COMMISSION

RESOLUTION NO. R-14-18

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE ELECTRICAL CONTRACT QRE-8/17
AT THE MAY 17, 2018, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated December 29, 2017, with McWilliams Electric Co. Inc. and with Volt Electric, Inc., for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QRE-8/17"); and

WHEREAS, Contract QRE-8/17 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2018

Chairman

ATTEST:

Clerk

Exhibit 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-8/17: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-8.003

LOCATION:

Standpipe No. 1 – Roselle
Standpipe No. 3 – Naperville
Standpipe No. 4E – Lisle Township

CONTRACTOR:

Volt Electric Inc.

DESCRIPTION OF WORK:

Provide and install low-voltage standpipe temperature monitoring systems at three separate tank sites as per Volt Electric proposal B5585 dated May 2, 2018.

REASON FOR WORK:

The temperature monitoring systems will assist Staff in determining the uniformity of mixing inside the standpipes since the installation of the mixers.

MINIMUM RESPONSE TIME:

30 days after acceptance.

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

Quantity of 15 pre-purchased temperature probes at varying lengths, including probe weights and termination boards.

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Drawings of Record are available for inspection should the Contractor wish to review.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

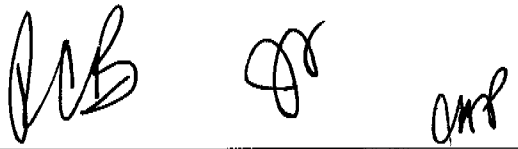
CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____

DATE: May 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18) Resolution No. R-15-18	APPROVAL 	
Account Number: 01-60-771500 (No Cost for This Action)			
Resolution No. R-15-18 would authorize advertisement for bids on a Contract for the Construction of Bartlett Meter Station 30A (Contract MS-21/18) and establish all requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds, all as required by state statute.			
MOTION: To approve Resolution No. R-15-18.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-15-18

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF BARTLETT METER STATION 30A
(Contract MS-21/18)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of Bartlett Meter Station 30A—Contract MS-21/18" (the "Contract") in accordance with the requirements of 65 ILCS 5/11-135-5.

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

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

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

Resolution No. R-xx-18

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

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

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2018.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-15-18.doc

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
BARTLETT METER STATION 30A
CONTRACT MS-21/18

INVITATION FOR BIDDER'S PROPOSALS

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

ENGINEER: Greeley and Hansen, LLC
100 South Wacker Drive
Suite 1400
Chicago, Illinois 60606-4003

1. **Invitation to Bid**

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

Construction of a metering station including substructures, superstructures, piping, valving, meters, electrical, instrumentation, architectural finishes and appurtenances, together with approximately [XX] lineal feet of 30-inch diameter watermain, [XX] lineal feet of 24-inch diameter watermain, and connections to existing watermains, site work, and restoration, for a complete and operating installation ("Meter Station 30A").

The Work shall be performed at the following Work Site:

From a connection to Owner's existing 30" West Transmission Main near 1150 Bittersweet Drive to a point approximately [XX] feet west of said connection on Bittersweet Drive in the Village of Bartlett, DuPage County, Illinois.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

3. **The Bidding Documents**

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

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

4. **The Contract**

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

- (1) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;

INVITATION

- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

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

5. **Inspection and Examination**

The Bidding Documents and the Contract may be examined at the offices of Owner and Engineer, as listed above. A copy of the Bidding Documents and the Contract are available at the office of Engineer. A copy of the Bidding Documents and the Contract may be purchased at the office of the Engineer upon payment of **[\$TBD]** per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall make arrangements with the Engineer to cover the cost of postage and handling.

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

6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **[Time TBD]** a.m., local time, **[Date TBD]**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

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

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a

INVITATION

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

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

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

DATED this [date] day of [month], 2018.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr.
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
BARTLETT METER STATION 30A
CONTRACT MS-21/18

GENERAL INSTRUCTIONS TO BIDDERS

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

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

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

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

GENERAL INSTRUCTIONS

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

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

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

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

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

GENERAL INSTRUCTIONS

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

2. Interpretation of the Bidding Documents and the Contract

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

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

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

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

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

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

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

GENERAL INSTRUCTIONS

3. Calculation of Unit Price Proposals and Compensation

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

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

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

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

4. Prevailing Wages

The work under the Contract is "public works" as defined by the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Pursuant to the Act, the Contractor awarded the Contract shall pay not less than the prevailing rate of wages, as determined by the Owner and as amended from time to time, for similar work in the locality in which the Work is to be performed to all laborers, mechanics, and workers and shall comply with all other requirements of the Act. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in this Bid Package. The prevailing rates of wages are revised periodically by the Illinois Department of Labor and are available on the Department's official website.

5. Taxes and Benefits

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

GENERAL INSTRUCTIONS

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

6. Permits and Licenses

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

7. Preparation of Bidder's Proposal

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

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

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

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

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

GENERAL INSTRUCTIONS

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

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

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

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

8. **Signature Requirements**

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

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

GENERAL INSTRUCTIONS

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

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

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

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

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), Bidder will submit all additional information

GENERAL INSTRUCTIONS

requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

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

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

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

10. Surety and Insurance Commitments

Every Bidder's Proposal shall be accompanied by:

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

GENERAL INSTRUCTIONS

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

11. Submission of Bidder's Proposal

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

12. Withdrawal of Bidder's Proposal

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

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

13. Public Opening of Bidder's Proposals

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

14. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital,

GENERAL INSTRUCTIONS

facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

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

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

15. Disqualification of Bidders

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

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

GENERAL INSTRUCTIONS

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

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

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

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

16. Award of Contract

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

GENERAL INSTRUCTIONS

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

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

17. Notice of Award; Effective Date of Award

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

18. Closing of Contract

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

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

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in

GENERAL INSTRUCTIONS

Section 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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

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

19. Failure to Close

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

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

20. Time of Starting and Completion

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

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

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

GENERAL INSTRUCTIONS

21. Confidentiality

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

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
BARTLETT METER STATION 30A
CONTRACT MS-21/18

SPECIAL INSTRUCTIONS TO BIDDERS

1. Special Bidding Considerations

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

2. Special Construction Considerations

A. Permits. As noted in the Special Conditions of Contract included in this Bid Package, Owner shall obtain the necessary permits from the Illinois Environmental Protection Agency. The successful Bidder shall be required to familiarize itself with the provisions of such permits and comply therewith.

The successful Bidder shall be required to obtain, pay for, and furnish to Owner copies of, all other permits, licenses, and other governmental approvals and authorizations necessary in connection with the Work, including without limitation all bonds and insurance coverages requested in connection therewith. The successful Bidder shall be required to pay all fees, give all notices, and take all other necessary actions that may be necessary to insure that the Work is performed in accordance with all applicable laws. See Sections 1.1 and 6.11 of the Contract Agreement included in this Bid Package. The successful Bidder shall be required to make all necessary arrangements for carrying out the Work with the utility companies and any authorities involved. See Article I of the Contract Agreement and Article I of the General Conditions of Contract included in this Bid Package.

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

[TO BE DEVELOPED BY ENGINEER]

It is the successful Bidder's responsibility to confirm or establish all such agencies and their requirements, especially in relationship to bonding, insurance, permits and traffic control and protection.

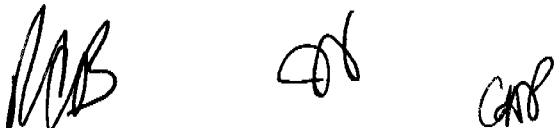
B. Work Site Access and Construction Operations. Access to the Work Site and construction operations are limited as set forth in Subsection 1D of the Special

SPECIAL INSTRUCTIONS

Conditions to Contract included in this Bid Package. Bidders are to familiarize themselves with the Work Site. If additional access or construction operation areas are needed, the successful Bidder shall be required to make such arrangements, at its own cost, with the appropriate Person or Persons.

C. Special Conditions of Contract. The Special Conditions of Contract delineate some but not all of the special requirements for Work to be performed on both public and private property not owned by Owner. The successful Bidder shall be required to familiarize itself with the provisions of all applicable easements or other agreements between the Owner and the various property owners on whose property the Work is to be performed and to comply therewith. Bidders may examine at the offices of Engineer or Owner available easement or other agreements pertaining to the Work Site. The successful Bidder shall be required to comply with all of the terms and conditions of such intergovernmental, easement or other agreement whether separately specified in the Special Conditions of Contract or not. In addition, some of the requirements delineated are taken from intergovernmental, easement or other agreements which have not yet been finalized. Accordingly, Bidders are instructed to note that the terms and conditions of any such non-final agreements may be subject to change and that additional special requirements may be added at a later date.

REQUEST FOR BOARD ACTION

AGENDA SECTION	Engineering & Construction Committee	ORIGINATING DEPARTMENT	Facilities Construction/Safety Coordinator
ITEM	A Resolution Approving and Authorizing the General Manager to Purchase an Intelligent Key Security System through U.S. Government Purchasing Cooperative: GSA Contract GS-07F-0611X at the May 17, 2018, DuPage Water Commission Meeting Resolution No. R-16-18	APPROVAL 	
<p>Account Numbers: 01-60-772000 (\$129,090.83)</p> <p>Since original construction of Commission facilities being placed into operation, the Commission has maintained the same four (4) keying systems with varying grand-master security profiles, and it would be safe to assume that several grand-master keys may have been misplaced by employees, contractors or vendors which has potentially created a security vulnerability.</p> <p>Commission Staff has investigated various keying systems and has determined that an intelligent keying system would be the most beneficial for the needs of the Commission.</p> <p>An intelligent key system replaces a typical 6-pin or laser cut key and mortise cylinder with an electronic mortise cylinder and a programmable electronic key. The electronic cylinders are addressed, and the keys are programmed to allow specific users specific access rights to specific cylinders at specific schedules as individually assigned. Should an intelligent key be lost or stolen, the access rights for that key would either expire or be reprogrammed to render the key useless.</p> <p>Staff further assessed intelligent keying systems and have concluded that the Medeco XT system offers the most options, flexibility and future expandability.</p> <p>The method Staff is recommending for the purchase of Medeco XT keying system parts, installation and programming is through a U.S. Government Purchasing Cooperative: GSA Advantage, FSC Group 84: Law Enforcement and Security Equipment: Contract GS-07F-0611X vendor; Oak Security Group, LLC of Indianapolis, Indiana. Oak Security Group has arranged for the installation work with a DuPage County area prevailing wage contractor, Action Lock and Key from Roselle, under the terms of the GSA Advantage contract.</p> <p>This item has been included in the Five-Year Capital Improvement Plan and approved in the Fiscal Year 2018/2019 Management Budget.</p>			
<p>MOTION: To adopt Resolution No. R-16-18.</p>			

DRAFT

DUPAGE WATER COMMISSION

RESOLUTION NO. R-16-18

A RESOLUTION APPROVING AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE AN INTELLIGENT KEY SECURITY SYSTEM THROUGH A U.S. GOVERNMENT PURCHASING COOPERATIVE: GSA CONTRACT GS-07F-0611X AT THE MAY 17, 2018, DUPAGE WATER COMMISSION MEETING

WHEREAS, The DuPage Water Commission's existing Lock and Key Security Systems have been in place since original construction and are subject to vulnerabilities; and

WHEREAS, The DuPage Water Commission Staff has investigated and assessed various replacement high security Lock and Key Systems; and

WHEREAS, The DuPage Water Commission Staff is recommending the purchase and installation of the Medeco XT high security Lock and Key Systems; and

WHEREAS, The DuPage Water Commission has investigated various means and methods to purchase and install Medeco XT high security Lock and Key Systems; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission, based on the representations of Staff, believes it is in the best interest of the Commission to authorize the General Manager to purchase and install the Medeco XT high security Lock and Key Systems for the DuPage Water Commission through a U.S. Government Purchasing Cooperative: GSA Advantage Contract GS-07F-0611X with Oak Security Group, LLC, for an estimated cost of \$129,090.83;

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 as findings of the DuPage Water Commission.

SECTION TWO: That the General Manager is here by granted the authority to purchase and install the Medeco XT high security Lock and Key Systems for the DuPage Water Commission through a U.S. Government Purchasing Cooperative: GSA Advantage Contract GS-07F-0611X with Oak Security Group, LLC, for an estimated cost of \$129,090.83, without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ___ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk



DuPage Water Commission

MEMORANDUM

TO: John Spatz, General Manager

FROM: Cheryl Peterson, Financial Administrator *CP*

DATE: May 9, 2018

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the May 17, 2018 Commission meeting:

April 11, 2017 to May 8, 2018 A/P Report	\$8,018,752.57
Accrued and estimated payments required before June 2018 Commission meeting	<u>6,846,375.00</u>
Total	<u>\$14,865,127.57</u>

cc: Chairman and Commissioners



Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account: <u>01-211000 - ACCOUNTS PAYABLE</u>				
Vendor: <u>2201</u> <u>INV0002711</u>	Acacia Financial Group, Inc. Professional Services: April 2018	04/30/2018	3,245.00	Payable Count: (1) 3,245.00
Vendor: <u>1663</u> <u>2000047396</u> <u>2000047415</u>	AECOM Transmission Main to Bartlett Modeling for NS Pump No 10	04/24/2018 04/24/2018	31,459.13 693.72	Payable Count: (2) 31,459.13 693.72
Vendor: <u>1516</u> <u>7634322</u>	ARAMARK REFRESHMENTS Supplies	04/30/2018	327.16	Payable Count: (1) 327.16
Vendor: <u>1802</u> <u>BT1253105</u>	BAKER TILLY VIRCHOW KRAUSE, LLP PROFESSIONAL SERVICES 4/4/18-4/27/18	04/30/2018	2,301.75	Payable Count: (1) 2,301.75
Vendor: <u>1980</u> <u>90760</u> <u>90761</u>	BEARY LANDSCAPE MANAGEMENT LAWN MAINTENANCE: April 2018 TANK SITE LANDSCAPING: April 2018	04/30/2018 04/30/2018	5,021.00 751.00	Payable Count: (2) 5,021.00 751.00
Vendor: <u>2017</u> <u>741</u>	BEDROCK EARTHSCAPES, LLC SERVICE VISIT - April 2018	04/30/2018	2,340.00	Payable Count: (1) 2,340.00
Vendor: <u>1162</u> <u>1823862</u>	BEE CLEAN SPECIALTIES, LLC Cleaning of computer room air cleaner	04/30/2018	190.00	Payable Count: (1) 190.00
Vendor: <u>2112</u> <u>CHV - 175727</u>	BLACK BOX NETWORK SERVICES Conf. of line card in phone system	04/30/2018	120.00	Payable Count: (1) 120.00
Vendor: <u>1692</u> <u>29877</u>	BRIDGEPOINT TECHNOLOGIES Hosting Services: May 2018	05/03/2018	45.00	Payable Count: (1) 45.00
Vendor: <u>1135</u> <u>INV0002699</u>	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION WATER BILLING: April 2018	04/30/2018	7,775,053.44	Payable Count: (1) 7,775,053.44
Vendor: <u>1821</u> <u>171890</u>	COLLEY ELEVATOR COMPANY Fire Testing	04/30/2018	192.00	Payable Count: (1) 192.00
Vendor: <u>2202</u> <u>4878</u>	Construction & Geotechnical Material Testing, Inc. Material Testing for Contract TW-3/17	04/30/2018	15,106.00	Payable Count: (1) 15,106.00
Vendor: <u>1197</u> <u>I744105</u>	Core & Main LP Hardware for Meter Station Project	04/30/2018	150.00	Payable Count: (1) 150.00
Vendor: <u>2003</u> <u>6970</u>	ECO CLEAN MAINTENANCE, INC. JANITORIAL SERVICE: April 2018	04/30/2018	3,734.98	Payable Count: (1) 3,734.98
Vendor: <u>1097</u> <u>42381</u> <u>42390</u>	ELMHURST PLAZA STANDARD INC. Vehicle Maint: M63637 Vehicle Maint: M66159	05/03/2018 05/08/2018	517.15 155.98	Payable Count: (2) 517.15 155.98
Vendor: <u>2129</u> <u>30793</u>	ESSCOE, L.L.C. Battery replacement in fire panel	04/30/2018	84.74	Payable Count: (1) 84.74
Vendor: <u>2041</u> <u>001-301802122</u>	F.E. MORAN, INC. Fire Sprinkler Service	04/17/2018	1,690.00	Payable Count: (1) 1,690.00
Vendor: <u>1274</u> <u>INV0002720</u>	FRANK FRELKA Travel Reimbursement	05/08/2018	1,342.77	Payable Count: (1) 1,342.77
Vendor: <u>2143</u> <u>55670</u>	Gas Depot Gasoline	04/30/2018	1,685.20	Payable Count: (1) 1,685.20

Board Open Payable Report

As Of 05/08/2018

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 1055	GRAINGER			Payable Count: (4)	4,479.76
<u>9773968475</u>	Safety Supplies	04/30/2018	1,699.56		1,699.56
<u>9774767983</u>	Safety Supplies	04/30/2018	1,699.56		1,699.56
<u>9775672232</u>	Maintenance Supplies	04/30/2018	856.72		856.72
<u>9776249634</u>	Maintenance Supplies	04/30/2018	223.92		223.92
Vendor: 1399	GREELEY AND HANSEN			Payable Count: (1)	20,138.79
<u>INV-0000529695</u>	Bartlett Meter Station Engineering Invoice No. 2	04/30/2018	20,138.79		20,138.79
Vendor: 1068	HACH COMPANY			Payable Count: (3)	2,882.76
<u>10912928</u>	Monthly Chemicals	04/24/2018	320.89		320.89
<u>10925153</u>	Chemical Reagent	04/24/2018	355.27		355.27
<u>10944028</u>	Lab supplies for water quality testing	04/30/2018	2,206.60		2,206.60
Vendor: 2203	Impact Networking, LLC			Payable Count: (1)	178.94
<u>1099214</u>	Office Supplies	04/30/2018	178.94		178.94
Vendor: 1991	ISA			Payable Count: (1)	120.00
<u>INV0002675</u>	Membership Dues: Villegas	04/24/2018	120.00		120.00
Vendor: 1904	IT SAVVY LLC			Payable Count: (2)	6,966.31
<u>01028621</u>	Scanner	05/08/2018	169.31		169.31
<u>05030448</u>	IT Network Monitoring	05/08/2018	6,797.00		6,797.00
Vendor: 2081	MALCOR ROOFING OF ILLINOIS INC			Payable Count: (1)	698.50
<u>1697</u>	Roof repairs to vehicle storage building	04/30/2018	698.50		698.50
Vendor: 2198	Mecon Industries, Inc.			Payable Count: (1)	111,480.06
<u>49483</u>	Meter Replacement Project: Application No. 5	04/30/2018	111,480.06		111,480.06
Vendor: 1327	MICRO TRAIN			Payable Count: (1)	1,400.00
<u>89347</u>	Microsoft share point classes	04/30/2018	1,400.00		1,400.00
Vendor: 2189	NCPERS-IMRF			Payable Count: (1)	59.04
<u>INV0002688</u>	NCPERS - IMRF 6641	05/04/2018	59.04		59.04
Vendor: 1395	OFFICE DEPOT			Payable Count: (1)	436.03
<u>132054579001</u>	Office Supplies	04/30/2018	436.03		436.03
Vendor: 2026	ONYX			Payable Count: (1)	271.59
<u>INV-201937159</u>	Supplies	04/30/2018	271.59		271.59
Vendor: 1950	RORY GROUP, LLC.			Payable Count: (1)	1,500.00
<u>2657-9</u>	CONSULTING FEE: May 2018	05/03/2018	1,500.00		1,500.00
Vendor: 2187	Schrott, Luetkehans & Garner, LLC			Payable Count: (2)	8,667.84
<u>INV0002704</u>	Bartlett Legal Servcies April 2018	04/30/2018	1,521.80		1,521.80
<u>INV0002705</u>	Legal Services April 2018	04/30/2018	7,146.04		7,146.04
Vendor: 1715	SIKICH			Payable Count: (1)	3,800.00
<u>335944</u>	FY 2018 Audit	05/03/2018	3,800.00		3,800.00
Vendor: 1043	SOOPER LUBE			Payable Count: (2)	82.90
<u>299833</u>	Vehicle Maint: M166601	04/30/2018	37.95		37.95
<u>300213</u>	Vehicle Maint: M212723	05/08/2018	44.95		44.95
Vendor: 1040	SPECIALTY MAT SERVICE			Payable Count: (5)	1,005.24
<u>916464</u>	MAT SERVICE: 5/5/18	04/30/2018	163.81		163.81
<u>917538</u>	MAT SERVICE: 4/12/18	04/30/2018	163.81		163.81
<u>917617</u>	Supplies	04/30/2018	350.00		350.00
<u>918612</u>	MAT SERVICE: 4/19/18	04/30/2018	163.81		163.81
<u>919690</u>	MAT SERVICE: 4/26/18	04/30/2018	163.81		163.81
Vendor: 1773	STAPLES ADVANTAGE			Payable Count: (1)	681.14
<u>3376157028</u>	Office Supplies	04/30/2018	681.14		681.14

Board Open Payable Report

As Of 05/08/2018

Payable Number	Description	Post Date	Payable Amount		Net Amount
Vendor: 2035 <u>0137475</u>	STRAND ASSOCIATES, INC. Assistance with SCADA System	04/24/2018	831.47	Payable Count: (1)	831.47
Vendor: 1849 <u>INV0002710</u>	TREASURER, STATE OF ILLINOIS Operator Renewal Fee: Villegas	04/30/2018	10.00	Payable Count: (1)	10.00
Vendor: 1146 <u>7385</u>	TRITON ELECTRONICS, INC. Annual Calibration of Test Equipment	04/30/2018	2,165.00	Payable Count: (1)	2,165.00
Vendor: 1080 <u>025-220341</u>	TYLER TECHNOLOGIES, INC Maintenance: 6/1/18-5/31/19	04/24/2018	1,678.81	Payable Count: (1)	1,678.81
Vendor: 1427 <u>126262-02</u> <u>126926-02</u> <u>126927-02</u>	VILLA PARK ELECTRICAL SUPPLY CO., INC. Uniforms Uniforms Uniforms	04/30/2018 04/30/2018 04/30/2018	195.95 851.25 298.50	Payable Count: (3)	1,345.70
Vendor: 2096 <u>INV0002709</u>	William A. Fates Services as Treasurer: May 2018	05/03/2018	1,666.67	Payable Count: (1)	1,666.67
Payable Account 01-211000				Payable Count: (60)	Total: 8,018,752.57

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	60	8,018,752.57
Report Total:	60	8,018,752.57

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	60	8,018,752.57
Report Total:	60	8,018,752.57

**DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 6-21-18
Board Meeting Date: May 17, 2018**

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
55,000.00	Blue Cross Blue Shield - Health Insurance			
6,000.00	Euclid Managers - Dental Insurance			
10,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
300.00	Healthiest You			
150.00	NCPERS - IMRF			
20,000.00	ComEd - Utility Charges			
300,000.00	Constellation (Exelon Energy) - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
30,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
350.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
200.00	Elecsys - Cell Data Services			
1,500.00	Konica Minolta - Copy and Lease Charges			
525.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Network Fleet - Diagnostics			
1,700.00	William Fates - Treasurer			
5,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
1,500.00	Rory Group			
7,000.00	IT Savvy - Network Support			
200.00	Edward Coughlin/Ken Lafin - Security			
600.00	Red Wing - Uniforms			
300.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
50.00	City of Aurora - Microbial Analysis			
6,000.00	Moody's - Consulting			
15,000.00	S&P - Consulting			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 6-21-18
Board Meeting Date: May 17, 2018

10,000.00 Village of Clarendon Hills - Water Conservation
4,000.00 Blackwood Associates - E-mail Services
300.00 Chlorine Institute Bookstore - Training Materials
400.00 Elecsys - Repairs
700.00 Five Star - Gas Monitor
2,100.00 F.E. Moran - Sprinkler Services
1,000.00 Flolo - Drives and Readings
7,000.00 Grainger - Safety Rails
5,000.00 Kramer Datapower - Battery Maintenance
1,700.00 Program One - Window Cleaning
1,500.00 Red Wing - Safety Shoes
100.00 Sir Speedy - Office Supplies
200.00 Staples - Office Supplies
1,600.00 Strand - Meter Replacement
21,000.00 AECOM - Arc Flash Study
30,000.00 AECOM - Bartlett
6,000,000.00 Benchmark - TW-3
3,000.00 Dixon - Standpipe Inspection
300.00 Greeley and Hansen - Bartlett
15,000.00 McWilliams - QRE-8.001
9,000.00 Morrow Brothers - Truck Parts

6,846,375.00



DuPage Water Commission

MEMORANDUM

TO: Chairman Zay and Commissioners

FROM: John F. Spatz
General Manager *JF*

DATE: May 10, 2018

SUBJECT: April 2018 Invoice

I reviewed the Schirott, Luetkehans & Garner LLC April 2018 invoice for services rendered during the period April 1, 2018 – April 30, 2018 and recommend it for approval. This invoice should be placed on the May 17, 2018 Commission meeting accounts payable.

April 2018
Schrott, Luetkehans & Garner

CATEGORY	<u>FEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$8,640.00	43.2	\$200.00	Luetkehans (20.0 @ \$200/hr.) Garner (0 @ \$200/hr.) Armstrong (23.20 @ \$200/hr.)	various (meetings, review agreements, correspondence, contracts, employee handbook, Board material, and attend April Board meeting)
Misc:	<u>\$27.84</u>				
	<u>\$8,667.84</u>	<u>43.2</u>	<u>\$200.00</u>		